

**CHUKA**



**UNIVERSITY**

# **Provision of Insurance Services for Staff Group Life and Group Personal Accident Scheme**

**Contract Number: CU/ OPNT/ 02/2024 -2025.**

FEBRUARY, 2025

## **INVITATION TO TENDER**

### **PROCURING ENTITY: CHUKA UNIVERSITY**

1. **CONTRACT NAME AND DESCRIPTION:** Provision of Insurance Services for Staff Group Life and Group Personal Accident Scheme.
2. Chuka University invites sealed tenders for the **Provision of Insurance Services for Staff Group Life and Group Personal Accident Scheme.**
3. Tendering will be conducted under open competitive tendering method using a standardized tender document and is open to all qualified and interested Tenderers.
4. Qualified and interested tenderers may obtain further information and inspect the Tender Documents during office hours 8:00 AM to 5:00 PM at the address given below
5. Tender documents may be viewed and downloaded for **free** from the website [www.chuka.ac.ke](http://www.chuka.ac.ke). Tenderers who download the tender document must forward their particulars immediately to **po@chuka.ac.ke** to facilitate any further clarification or addendum.
6. All Tenders must be accompanied by a **tender Security of KES. 100,000.00**
7. The Tenderer shall chronologically serialize all pages of the tender documents submitted.
8. Completed tenders must be delivered to the address below on or before **19<sup>th</sup> February, 2025, 12.00 noon.** Electronic documents **will not be** permitted.
9. Tenders will be opened immediately after the deadline date and time specified above or any deadline date and time specified later. Tenders will be publicly opened in the presence of the Tenderers' designated representatives who choose to attend at the address below.
10. Late tenders will be rejected.
11. The addresses referred to above are:

#### **A. Address for obtaining further information**

The Vice-Chancellor  
Chuka University Main Campus.  
Recreation Centre Third Floor, Procurement Office Room 304  
P.O. BOX 109 – 60400 CHUKA

#### **B. Address for Submission of Tenders.**

Chuka University Main Campus.  
Recreation Centre Fourth Floor, Vice-Chancellor's Office.  
P.O. BOX 109 – 60400 CHUKA

#### **C. Address for Opening of Tenders.**

Chuka University Main Campus.  
Recreation Centre Second Floor  
P.O. BOX 109 – 60400 CHUKA

## SECTION I - INSTRUCTIONS TO TENDERERS

### A. General

#### 1. Scope of Tender

- 1.1 This tendering document is for the delivery of Insurance services, as specified in Section V, Procuring Entity's Schedule of Requirements. The name of the Procuring Entity, name and identification and number of this tender are specified in the **TDS**.

#### 2. Definitions

- 2.1 Throughout this tendering document:

- a) The term "in writing" means communicated in written form (e.g. by mail, e-mail, including if specified **in the TDS**, distributed or received through the electronic-procurement system used by the Procuring Entity) with proof of receipt;
- b) If the contexts requires, "singular" means "plural" and vice versa; and
- c) "Day" means calendar day, unless otherwise specified as "Business Day". A Business Day is any day that is an official working day of the Procuring Entity. It excludes the Procuring Entity's official public holidays.

- 2.2 The successful Tenderer will be expected to commence providing the Insurance Services by Date provided **in the TDS**. The insurance duration for each item will be one year or the period specified in the **TDS**.

#### 3. Fraud and Corruption

- 3.1 The Procuring Entity requires compliance with the provisions of the Public Procurement and Asset Disposal Act, 2015, Section 62 "Declaration not to engage in corruption". The tender submitted by a person shall include a declaration that the person shall not engage in any corrupt or fraudulent practice and a declaration that the person or his or her sub-contractors are not debarred from participating in public procurement proceedings.

- 3.2 The Procuring Entity requires compliance with the provisions of the Competition Act 2010, regarding collusive practices in contracting. Any tenderer found to have engaged in collusive conduct shall be disqualified and criminal and/or civil action may be imposed. To this effect, Tenderers shall be required to complete and sign the "Certificate of Independent Tender Determination" annexed to the Form of Tender.

- 3.3 Unfair Competitive Advantage -Fairness and transparency in the tender process require that the firms or their Affiliates competing for a specific assignment do not derive a competitive advantage from having provided consulting services related to this tender. To that end, the Procuring Entity shall indicate in the **TDS** and make available to all the firms together with this tender document all information that would in that respect give such firm any unfair competitive advantage over competing firms.

- 3.4 Tenderers shall permit and shall cause their agents (where declared or not), subcontractors, sub-consultants, service providers, suppliers, and their personnel, to permit the Procuring Entity to inspect all accounts, records and other documents relating to any initial selection process, pre-qualification process, tender submission, proposal submission, and contract performance (in the case of award), and to have them audited by auditors appointed by the Procuring Entity.

#### 4. Eligible Tenderers

- 4.1 A Tenderer may be a firm that is a private entity, a state-owned enterprise or institution subject to ITT 4.7 or any combination of such entities in the form of a joint venture (JV) under an existing agree mentor with the intent to enter into such an agreement supported by a letter of intent. Only Insurance service providers registered by Insurance Regulatory Authority are eligible to tender and sign contracts. In the case of a joint venture, all members shall be jointly and severally liable for the execution of the entire Contract in accordance with the Contract terms. The JV shall nominate a Representative who shall have the authority to conduct all business for and on behalf of any and all the members of the JV during the tendering process and, in the event the JV is awarded the Contract,

during contract execution. Members of a joint venture may not also make an individual tender, be a subcontractor in a separate tender or be part of another joint venture for the purposes of the same Tender. The maximum number of JV members shall be specified in the **TDS**.

- 4.2 Public Officers of the Procuring Entity, their spouse, child, parent, brother, sister, child, parent or sister of a spouse, their business associates or agents and firms/organizations in which they have a substantial or controlling interest shall not be eligible to tender or be awarded a contract. Public Officers are also not allowed to participate in any procurement proceedings.
- 4.3 A Tenderer shall not have a conflict of interest. Any Tenderer found to have a conflict of interest shall be disqualified. A Tenderer may be considered to have a conflict of interest for the purpose of this Tendering process, if the Tenderer:
  - a) Directly or indirectly controls, is controlled by or is under common control with another Tenderer; or
  - b) Receives or has received any direct or indirect subsidy from another Tenderer; or
  - c) Has the same legal representative as another Tenderer; or
  - d) Has a relationship with another Tenderer, directly or through common third parties, that puts it in a position to influence the Tender of another Tenderer, or influence the decisions of the Procuring Entity regarding this Tendering process; or
  - e) Or any of its affiliates participated as a consultant in the preparation of the Procuring Entity's Requirements (including Schedules of requirements, Performance Specifications, etc.) for the Insurance services that are the subject of this Tender; or
  - f) or any of its affiliates has been hired (or is proposed to be hired) by the Procuring Entity for the Contract implementation; or
  - g) would be providing goods, works, or services resulting from or directly related to the insurance services specified in the **TDS** ITT 1.1 that it provided or were provided by any affiliate that directly or indirectly controls, is controlled by, or is under common control with that firm; or
  - h) has a close business or family relationship with a professional staff of the Procuring Entity who: (i) are directly or indirectly involved in the preparation of the tendering document or specifications of the contract, and/or the Tender evaluation process of such contract; or (ii) would be involved in the implementation or supervision of such contract unless the conflict stemming from such relationship has been resolved in a manner acceptable to the Procuring Entity throughout the procurement process and execution of the Contract.
- 4.4 A firm that is a Tenderer shall not participate in more than one Tender, except for permitted alternative Tenders. Such participation shall result in the disqualification of all Tenders in which the firm is involved.
- 4.5 A Tenderer may have the nationality of any country, subject to the restrictions pursuant to ITT 4.9. A Tenderer shall be deemed to have the nationality of a country if the Tenderer is constituted, incorporated or registered in and operates in conformity with the provisions of the laws of that country, as evidenced by its articles of incorporation (or equivalent documents of constitution or association) and its registration documents, as the case may be. This criterion also shall apply to the determination of the nationality of proposed sub-contractors or sub-consultants for any part of the Contract including related Services.
- 4.6 A Tenderer that has been debarred from participating in public procurement shall be ineligible to tender or be awarded a contract. The list of debarred firms and individuals is available from the website of PPR [www.ppra.go.ke](http://www.ppra.go.ke).
- 4.7 Tenderers that are state-owned enterprises or institutions in Kenya may be eligible to compete and be awarded a Contract(s) if they can establish that they are registered as insurance businesses.
- 4.8 A tenderer under suspension from tendering as the result of the operation of a Tender-

Securing Declaration or Proposal-Securing Declaration shall not be eligible to tender.

- 4.9 Firms and individuals may be ineligible if (a) as a matter of law or official regulations, Kenya prohibits commercial relations with that country, or (b) by an act of compliance with a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations, Kenya prohibits any import of goods or contracting of works or services from that country, or any payments to any country, person, or entity in that country.
- 4.10 The Insurance Act of Kenya (Revised 2017) requires that insurance companies that wish to offer insurance services in Kenya should be registered with the Insurance Regulatory Authority (IRA) of Kenya to allow them undertake insurance business in Kenya. Registration shall not be a condition for tender, but it shall be a condition of contract award and signature. A selected tenderer shall be given opportunity to register before contract award and signature of contract. Details on application for registration with Insurance Regulatory Authority may be accessed from the website [www.ira.go.ke](http://www.ira.go.ke)
- 4.11 The Competition Act of Kenya requires that firms wishing to tender as Joint Venture undertakings which may prevent, distort or lessen competition in provision of services are prohibited unless they are exempt in accordance with the provisions of Section 25 of the Act. JVs will be required to seek for exemption from the Competition Authority. Exemption shall not be a condition for tender, but it shall be a condition of contract award and signature. A JV tenderer shall be given opportunity to seek such exemption as a condition of award and signature of contract. Application for exemption from the Competition Authority of Kenya may be accessed from the website [www.ira.go.ke](http://www.ira.go.ke)
- 4.12 A Kenyan tenderer shall provide evidence of having fulfilled his/her tax obligations by producing a current tax compliance certificate or tax exemption certificate issued by the Kenya Revenue Authority.

## **5. Qualification of the Tenderer**

- 5.1 In the event that pre-qualification of Tenderers has been undertaken as stated in ITT 18.4, the provisions on qualifications of the Section III, Evaluation and Qualification Criteria shall not apply.

## **B. Contents of Tendering Document**

### **6. Sections of Tendering Document**

- 6.1 The tendering document consists of Parts 1, 2, and 3, which include all the sections indicated below and should be read in conjunction with any Addenda issued in accordance with ITT 9.

#### **PART 1: Tendering Procedures**

- i) Section I - Instructions to Tenderers (ITT)
- ii) Section II - Tender Data Sheet (TDS)
- iii) Section III - Evaluation and Qualification Criteria
- iv) Section IV – Tendering Forms

#### **PART 2: Procuring Entity's Requirements**

- v) Section V–Schedule of Requirements

#### **PART 3: Contract**

- vi) Section VI-General Conditions of Contract (GCC)
- vii) Section VII-Special Conditions of Contract (SCC)
- viii) Appendix to the Contract–Insurance Policy

- 6.2 The Invitation to Tender (ITT) or the notice to pre-qualify Tenderers, as the case may be, issued by the Procuring Entity is not part of this tendering document.
- 6.3 Unless obtained directly from the Procuring Entity, the Procuring Entity is not responsible for the completeness of the document, responses to requests for clarification, the Minutes of the pre-Tender meeting (if any), or Addenda to the tendering document in accordance with ITT 9. In case of any contradiction, documents obtained directly from the Procuring Entity shall prevail.
- 6.4 The Tenderer is expected to examine all instructions, forms, terms of reference, and specifications in the tendering document and to furnish with its Tender all information or documentation as is required by the tendering document.

## **7. Clarification of Tender Document, Site Visit, Pre-Tender Meeting**

- 7.1 A Tenderer requiring any clarification of the Tender Document shall contact the Procuring Entity in writing at the Procuring Entity's address specified in the **TDS** or raise its enquiries during the pre-Tender meeting if provided for in accordance with ITT 7.2. The Procuring Entity will respond in writing to any request for clarification, provided that such request is received no later than the period specified in the **TDS** prior to the deadline for submission of tenders. The Procuring Entity shall forward copies of its response to all tenderers who have acquired the Tender D documents in accordance with ITT 7.4, including a description of the inquiry but without identifying its source. If so specified in the **TDS**, the Procuring Entity shall also promptly publish its response at the web page identified in the **TDS**. Should the clarification result in changes to the essential elements of the Tender Documents, the Procuring Entity shall amend the Tender Documents following the procedure under ITT 8 and ITT 22.2.
- 7.2 The Tenderer, at the Tenderer's own responsibility and risk, is encouraged to visit and examine and inspect the site(s) and items of the required contracts and obtain all information that may be necessary for preparing a tender. The costs of visiting the Sites shall be at the Tenderer's own expense. The Procuring Entity shall specify in the **TDS** if a pre-arranged Site visit and or a pre-tender meeting will be held, when and where. The Tenderer's designated representative is invited to attend a pre-arranged site visit and a pre-tender meeting, as the case may be. The purpose of the site visit and the pre-tender meeting will be to clarify issues and to answer questions on any matter that may be raised at that stage.
- 7.3 The Tenderer is requested to submit any questions in writing, to reach the Procuring Entity not later than the period specified in the **TDS** before the meeting.
- 7.4 Minutes of a pre-arranged site visit and those of the pre-tender meeting, if applicable, including the text of the questions asked by Tenderers and the responses given, together with any responses prepared after the meeting, will be transmitted promptly to all Tenderers who have acquired the Tender Documents. Minutes shall not identify the source of the questions asked.
- 7.5 The Procuring Entity shall also promptly publish anonymized (no names) Minutes of the pre-arranged site visit and those of the pre-tender meeting at the web page identified in the **TDS**. Any modification to the Tender Documents that may become necessary as a result of the pre-arranged site visit and those of the pre-tender meeting shall be made by the Procuring Entity exclusively through the issue of an Addendum pursuant to ITT 8 and not through the minutes of the pre-Tender meeting. Non-attendance at the pre-arranged site visit and the pre-tender meeting will not be a cause for disqualification of a Tenderer.

## **8. Clarification of Tendering Document**

- 8.1 A Tenderer requiring any clarification of the tendering document shall contact the Procuring Entity in writing at the Procuring Entity's address specified **in the TDS**. The Procuring Entity will respond in writing to any request for clarification, provided that such request is received prior to the deadline for submission of Tenders within a period specified **in the TDS**. The Procuring Entity shall forward copies of its response to all Tenderers who have acquired the tendering document in accordance with ITT 6.3, including

description of the inquiry but without identifying its source. If so specified **in the TDS**, the Procuring Entity shall also promptly publish its response at the web page identified **in the TDS**. Should the clarification result in changes to the essential elements of the tendering document, the Procuring Entity shall amend the tendering document following the procedure under ITT 9 and ITT 23.2.

## 9. Amendment of Tendering Document

9.1 At any time prior to the deadline for submission of Tenders, the Procuring Entity may amend the Tendering document by issuing addenda.

9.2 Any addendum issued shall be part of the tendering document and shall be communicated in writing to all who have obtained the tendering document from the Procuring Entity in accordance with ITT 6.3. The Procuring Entity shall also promptly publish the addendum on the Procuring Entity's web page in accordance with ITT 8.1.

9.3 To give prospective Tenderers reasonable time in which to take an addendum into account in preparing their Tenders, the Procuring Entity shall extend, as necessary, the deadline for submission of Tenders, in accordance with ITT 23.2 below.

## C. Preparation of Tenders

### 10. Cost of Tendering

10.1 The Tenderer shall bear all costs associated with the preparation and submission of its Tender, and the Procuring Entity shall not be responsible or liable for those costs, regardless of the conduct or outcome of the Tendering process.

### 11. Language of Tender

11.1 The Tender as well as all correspondence and documents relating to the Tender exchanged by the Tenderer and the Procuring Entity shall be written in the English language. Supporting documents and printed literature that are part of the Tender maybe in another language provided they are accompanied by an accurate translation of the relevant passages in to the English language, in which case, for purposes of interpretation of the Tender, such translation shall govern.

### 12. Documents Comprising the Tender

12.1 The Tender shall comprise the following:

- a) **Form of Tender** prepared in accordance with ITT 13;
- b) **Schedules:** priced Activity Schedule completed in accordance with ITT 13 and ITT 15;
- c) **Tender Security or Tender-Securing Declaration** in accordance with ITT 20.1;
- d) **Alternative Tender:** if permissible in accordance with ITT 14;
- e) **Authorization:** written confirmation authorizing the signatory of the Tender to commit the Tenderer, in accordance with ITT 21.3;
- f) **Qualifications:** documentary evidence in accordance with ITT 18 establishing the Tenderer's qualifications to perform the Contract if its Tender is accepted;
- g) **Tenderer's Eligibility:** documentary evidence in accordance with ITT 18 establishing the Tenderer's eligibility to Tender;
- h) **Conformity:** documentary evidence in accordance with ITT 17, that the Services conform to the tendering document;
- i) **Sample Insurance Policy** for each type of insurance required, and
- j) Any other document required **in the TDS**.

12.2 The Tenderer shall furnish in the Tender Information Form on commissions and gratuities, if any, paid or to be paid to agents or any other party relating to the is Tender.

### 13. Form of Tender and Schedule of Requirements

13.1 The Form of Tender and priced Schedule of Requirements shall be prepared using the relevant forms furnished in Section IV, Tendering Forms. The forms must be completed without any alterations to the text, and no substitutes shall be accepted except as provided under ITT 21.3. All blank spaces shall be filled in with the information requested. The Tenderer shall chronologically serialize pages of all tender documents submitted.

#### **14. Alternative Tenders**

14.1 Unless otherwise indicated **in the TDS**, alternative Tenders shall not be considered. If alternatives are permitted, only the technical alternatives, if any, of the best Evaluated Tenderer shall be considered by the Procuring Entity.

#### **15. Tender Prices and Discounts**

15.1 The prices (or premiums) and discounts (including any price reduction) quoted by the Tenderer in the Form of Tender and in the Schedule of Requirements shall conform to the requirements specified below.

15.2 The Contract shall be for the Insurance Services of the items described in the Schedule of Requirements submitted by the Tenderer.

15.3 The Tenderer shall quote any discounts in the Form of Tender in accordance with ITT 13.1.

15.4 All duties, taxes, and other levies payable by the Insurance Provider under the Contract, or for any other cause, as of the date 28 days prior to the deadline for submission of Tenders, shall be included in the total Tender price submitted by the Tenderer.

15.5 If provided for in the **TDS**, prices quoted by the Tenderer shall be subject to adjustment during the performance of the Contract in accordance with and the provisions of Clause 6.6 of the General Conditions of Contract and/or Special Conditions of Contract. The Tenderer shall submit with the Tender all the information required under the Special Conditions of Contract and of the General Conditions of Contract.

#### **16. Currencies of Tender and Payment**

16.1 The currency of the Tender and the currency of payments shall be Kenya Shillings, unless specified otherwise in the **TDS**.

#### **17. Documents Establishing Conformity of Services**

17.1 To establish the conformity of the Insurance Services to the tendering document, the Tenderer shall furnish as part of its Tender the documentary evidence that Services provided conform to the Procurement Entity's requirements specified in Section VII, Schedule of Requirements.

17.2 Standards for provision of the Insurance Services are intended to be descriptive only and not restrictive. The Tenderer may offer other standards of quality provided that it demonstrates, to the Procuring Entity's satisfaction, that the substitutions ensure substantial equivalence or are superior to those specified in the Section V, Schedule of Requirements.

17.3 Tenderers shall be asked to provide, as part of the data for qualification, such information, including details of ownership, as shall be required to determine whether, according to the classification established by the Procuring Entity, a Service provider or group of service providers qualifies for a margin of preference. Further the information will enable the Procuring Entity identify any actual or potential conflict of interest in relation to the procurement and / or contract management processes, or a possibility of collusion between tenderers, and there by help to prevent any corrupt influence in relation to the procurement process or contract management.

17.4 The purpose of the information described in ITT 6.2 above overrides any claims to confidentiality which a tenderer may have. There can be no circumstances in which it would be justified for a tenderer to keep information relating to its ownership and control confidential where it is tendering to undertake public sector work and receive public sector funds. Thus, confidentiality will not be accepted by the Procuring Entity as a justification for a Tenderer's failure to disclose, or failure to provide required information on its ownership and control.

17.5 The Tenderer shall provide further documentary proof, information or authorizations that the Procuring Entity may request in relation to ownership and control which information on any changes to the information which was provided by the tenderer under ITT 6.3. The obligations to require this information shall continue for the duration of the procurement process and contract performance and after completion of the contract, if any change to the information previously provided may reveal a conflict of interest in relation to the award or management of the contract.

17.6 All information provided by the tenderer pursuant to these requirements must be complete, current and accurate as at the date of provision to the Procuring Entity. In submitting the information required pursuant to these requirements, the Tenderer shall warrant that the information submitted is complete, current and accurate as at the date of submission to the Procuring Entity.

17.7 If a tenderer fails to submit the information required by these requirements, its tender will be rejected. Similarly, if the Procuring Entity is unable, after taking reasonable steps, to verify to a reasonable degree the information submitted by a tenderer pursuant to these requirements, then the tender will be rejected.

17.8 If information submitted by a tenderer pursuant to these requirements, or obtained by the Procuring Entity (whether through its own enquiries, through notification by the public or otherwise), shows any conflict of interest which could materially and improperly benefit the tenderer in relation to the procurement or contract management process, then:

- i) If the procurement process is still ongoing, the tenderer will be disqualified from the procurement process,
- ii) if the contract has been awarded to that tenderer, the contract award will be set aside,
- iii) the tenderer will be referred to the relevant law enforcement authorities for investigation of whether the tenderer or any other persons have committed any criminal offence.

17.9 If a tenderer submits information pursuant to these requirements that is incomplete, inaccurate or out-of-date, or attempts to obstruct the verification process, then the consequences ITT 6.7 will ensue unless the tenderer can show to the reasonable satisfaction of the Procuring Entity that any such act was not material, or was due to genuine error or which was not attributable to the intentional act, negligence or recklessness of the tenderer.

## **18. Documents Establishing the Eligibility and Qualifications of the Tenderer**

18.1 To establish Tenderer's their eligibility in accordance with ITT 4, Tenderers shall complete the Form of Tender, and all Tendering Forms included in Section IV.

18.2 The documentary evidence of the Tenderer's qualifications to perform the Contract if its Tender is accepted shall establish to the Procuring Entity's satisfaction that the Tenderer meets each of the qualification criterion specified in Section III, Evaluation and Qualification Criteria.

18.3 In the event that pre-qualification of Tenderers has been undertaken as stated **in the TDS**, only Tenders from pre-qualified Tenderers shall be considered for award of Contract. These qualified Tenderers should submit with their Tenders any information updating their original pre-qualification applications or, alternatively, confirm in their Tenders that the originally submitted pre-qualification information remains essentially correct as of the date of Tender submission.

18.4 If pre-qualification has not taken place before Tendering, the qualification criteria for the Tenderers are specified- in Section III, Evaluation and Qualification Criteria.

## 19. Period of Validity of Tenders

19.1 Tenders shall remain valid for 150 days from the date of tender opening. The Tender Validity period starts from the date fixed for the Tender submission deadline date (as prescribed by the Procuring Entity in accordance with ITT 23.1). A tender valid for a shorter period shall be rejected by the Procuring Entity as non-responsive.

19.2 In exceptional circumstances, prior to the expiration of the Tender validity period, the Procuring Entity may request Tenderers to extend the period of validity of their Tenders. The request and the responses shall be made in writing. If a Tender Security is requested in accordance with ITT 20, it shall also be extended for an equal or responding period. A Tenderer may refuse the request without forfeiting its Tender Security. A Tenderer granting the request shall not be required or permitted to modify its Tender, except as provided in ITT 19.3.

## 20. Tender Security

20.1 The Tenderer shall furnish as part of its Tender, either a Tender-Securing Declaration or a Tender security, as specified **in the TDS**, in original form and, in the case of a Tender Security, in the amount and currency specified **in the TDS**.

20.2 A Tender Securing Declaration shall use the form included in Section IV, Tendering Forms.

20.3 If a Tender Security is specified pursuant to ITT 20.1, from a reputable source, and an eligible country and shall be in any of the following forms at the Tenderer's option:

- i) cash;
- ii) a bank guarantee;
- iii) a guarantee by an insurance company registered and licensed by the Insurance Regulatory Authority listed by the Authority; or
- iv) a guarantee issued by a financial institution approved and licensed by the Central Bank of Kenya,

20.4 If a Tender Security is specified pursuant to ITT 20.1, any Tender not accompanied by a substantially responsive Tender Security shall be rejected by the Procuring Entity as non-responsive.

20.5 If a Tender Security is specified pursuant to ITT 20.1, the Tender Security of unsuccessful Tenderers shall be returned as promptly as possible upon the successful Tenderer's signing the contract and furnishing the Performance Security pursuant to ITT 46. The Procuring Entity shall also promptly return the tender security to the tenderers where the procurement proceedings are terminated, all tenders were determined non responsive or a bidder declines to extend tender validity period.

20.6 The Tender Security of the successful Tenderer shall be returned as promptly as possible once the successful Tenderer has signed the Contract and furnished the required Performance Security.

20.7 The Tender Security may be forfeited or the Tender-Securing Declaration executed:

- a) If a Tenderer withdraws its Tender during the period of Tender validity specified by the Tenderer in the Form of Tender, or any extension thereto provided by the Tenderer; or
- b) If the successful Tenderer fails to:
  - i) Sign the Contract in accordance with ITT 45; or
  - ii) Furnish a performance security in accordance with ITT 46.

20.8 Where tender securing declaration is executed, the Procuring Entity shall recommend to

the PPRA that PPRA debar the Tenderer from participating in public procurement as provided in the law.

20.9 A tenderer shall not issue a tender security to guarantee itself.

## **21. Format and Signing of Tender**

21.1 The Tenderer shall prepare one original of the documents comprising the Tender as described in ITT 12, bound with the volume containing the Form of Tender, and clearly marked “Original.” In addition, the Tenderer shall submit copies of the Tender, in the number specified in the **TDS**, and clearly marked as “Copies.” In the event of discrepancy between them, the original shall prevail.

21.2 Tenderers shall mark as “CONFIDENTIAL” information in their Tenders which is confidential to their business. This may include proprietary information, trade secrets, or commercial or financially sensitive information.

21.3 The original and all copies of the Tender shall be typed or written in indelible ink and shall be signed by a person or persons duly authorized to sign on behalf of the Tenderer. This authorization shall consist of a written confirmation as specified in the **TDS** and shall be attached to the Tender. The name and position held by each person signing the authorization must be typed or printed below the signature. All pages of the Tender where entries or amendments have been made shall be signed or initialed by the person signing the Tender.

21.4 Any inter-lineation, erasures, or overwriting shall be valid only if they are signed or initialed by the person signing the Tender.

## **D. Submission and Opening of Tenders**

### **22. Sealing and Marking of Tenders**

22.1 The Tenderer shall deliver the Tender in a single, sealed envelope. Within the single envelope the Tenderer shall place the following separate, sealed envelopes:

- a) In an envelope marked “ORIGINAL”, all documents comprising the Tender, as described in ITT 12; and
- b) in an envelope marked “COPIES”, all required copies of the Tender; and
- c) if alternative Tenders are permitted in accordance with ITT14, and if relevant:
  - i) in an envelope marked “ORIGINAL-ALTERNATIVETENDER”, the alternative Tender; and
  - ii) in the envelope marked “COPIES –ALTERNATIVE TENDER” all required copies of the alternative Tender.

22.2 The inner envelopes shall:

- a) Bear the name and address of the Tenderer;
- b) Be addressed to the Procuring Entity in accordance with ITT 23.1;
- c) Bear the specific identification of this Tendering process specified in accordance with **TDS 1.1**; and
- d) Bear a warning not to open before the time and date for Tender opening.

22.3 The outer-envelopes shall:

- a) Be addressed to the Procuring Entity in accordance with ITT 23.1;
- b) bear the specific identification of this Tendering process specified in accordance with **TDS 1.1**; and
- (c) Bear a warning not to open before the time and date for Tender opening.

22.4 If all envelopes are not sealed and marked as required, the Procuring Entity will assume

no responsibility for the misplacement or premature opening of the Tender. Tenders that were misplaced or opened prematurely will be not be accepted.

## **23 Deadline for Submission of Tenders**

23.1 Tenders must be received by the Procuring Entity at the address and no later than the date and time specified **in the TDS**. When so specified **in the TDS**, Tenderers shall have the option of submitting their Tenders electronically. Tenderers submitting Tenders electronically shall follow the electronic Tender submission procedures specified **in the TDS**.

23.2 The Procuring Entity may, at its discretion, extend the deadline for the submission of Tenders by amending the tendering document in accordance with ITT 9, in which case all rights and obligations of the Procuring Entity and Tenderers previously subject to the deadline shall thereafter be subject to the deadline as extended.

## **24. Late Tenders**

24.1 The Procuring Entity shall not consider any Tender that arrives after the deadline for submission of Tenders, in accordance with ITT 23. Any Tender received by the Procuring Entity after the deadline for submission of Tenders shall be declared late, rejected, and returned unopened to the Tenderer.

## **25 Withdrawal, Substitution and Modification of Tenders**

25.1 A Tenderer may withdraw, substitute, or modify its Tender after it has been submitted by sending a written notice, duly signed by an authorized representative, and shall include a copy of the authorization (the power of attorney) in accordance with ITT 21.3, (except that withdrawal notices do not require copies). The corresponding substitution or modification of the Tender must accompany the respective written notice. All notices must be:

- a) Prepared and submitted in accordance with ITT 21 and ITT 22 (except that with draw all notices do not require copies), and in addition, the respective envelopes shall be clearly marked “WITHDRAWAL,” “SUBSTITUTION,” or “MODIFICATION;” and
- b) Received by the Procuring Entity prior to the deadline prescribed for submission of Tenders, in accordance with ITT 23.

25.2 Tenders requested to be withdrawn in accordance with ITT 25.1 shall be returned unopened to the Tenderers.

25.3 No Tender may be withdrawn, substituted, or modified in the interval between the deadline for submission of Tenders and the expiration of the period of Tender validity specified by the Tenderer on the Form of Tender or any extension thereof.

## **26 Tender Opening**

26.1 Except as in the cases specified in ITT 23 and ITT 25.2, the Procuring Entity shall, at the Tender opening, publicly open and read out all Tenders received by the deadline at the date, time and place specified in the **TDS** in the presence of Tenderers' designated representatives and anyone who choose to attend. Any specific electronic Tender opening procedures required if electronic tendering is permitted in accordance with ITT 23.1, shall be as specified **in the TDS**.

26.2 First, envelopes marked “WITHDRAWAL” shall be opened and read out and the envelope with the corresponding Tender shall not be opened, but returned to the Tenderer. If the withdrawal envelope does not contain a copy of the “power of attorney” confirming the signature as a person duly authorized to sign on behalf of the Tenderer, the corresponding Tender will be opened. No Tender withdrawal shall be permitted unless the corresponding withdrawal notice contains a valid authorization to request the withdrawal and is read out at Tender opening.

- 26.3 Next, envelopes marked “SUBSTITUTION” shall be opened and read out and exchanged with the corresponding Tender being substituted, and the substituted Tender shall not be opened, but returned to the Tenderer. No Tender substitution shall be permitted unless the corresponding substitution notice contains a valid authorization to request the substitution and is read out at Tender opening.
- 26.4 Next, envelopes marked “MODIFICATION” shall be opened and read out with the corresponding Tender. No Tender modification shall be permitted unless the corresponding modification notice contains a valid authorization to request the modification and is read out at Tender opening.
- 26.5 Next, all remaining envelopes shall be opened one at a time, reading out: the name of the Tenderer and whether there is a modification; the total Tender Prices, per lot (contract) if applicable, including any discounts and alternative Tenders; the presence or absence of a Tender Security or Tender-Securing Declaration, if required; and any other details as the Procuring Entity may consider appropriate.
- 26.6 Only Tenders, alternative Tenders and discounts that are opened and read out at Tender opening shall be considered further. The Form of Tender and the priced Activity Schedule are to be initialed by representatives of the Procuring Entity attending Tender opening in the manner specified in the **TDS**.
- 26.7 The Procuring Entity shall neither discuss the merits of any Tender nor reject any Tender (except for late Tenders, in accordance with ITT 24.1).
- 26.8 The Procuring Entity shall prepare a record of the Tender opening that shall include, as a minimum:
- a) the name of the Tenderer and whether there is a withdrawal, substitution, or modification;
  - b) the Tender Price, per lot (contract) if applicable, including any discounts; and
  - c) any alternative Tenders;
  - d) the presence or absence of a Tender Security or Tender-Securing Declaration, if one was required.
  - e) Number of pages of each tender document submitted.
- 26.9 The Tenderers' representatives who represent shall be requested to sign the record. The omission of a Tenderer's signature on the record shall not invalidate the contents and effect of the record. A copy of the tender opening register shall be issued to a tenderer upon request.

## **E. Evaluation and Comparison of Tenders**

### **27. Confidentiality**

- 27.1 Information relating to the evaluation of Tenders and recommendation of contract award, shall not be disclosed to Tenderers or any other persons not officially concerned with the Tendering process until information on the Intention to Award the Contract is transmitted to all Tenderers in accordance with ITT 41.
- 27.2 Any effort by a Tenderer to influence the Procuring Entity in the evaluation or contract award decisions may result in the rejection of its Tender.
- 27.3 Notwithstanding ITT 27.2, from the time of Tender opening to the time of Contract Award, if any Tenderer wishes to contact the Procuring Entity on any matter related to the Tendering process, it should do so in writing.

### **28 Clarification of Tenders**

- 28.1 To assist in the examination, evaluation, and comparison of Tenders, and qualification of the Tenderers, the Procuring Entity may, at the Procuring Entity's discretion, ask any Tenderer for clarification of its Tender including breakdowns of the prices in the Activity

Schedule, and other information that the Procuring Entity may require. Any clarification submitted by a Tenderer in respect to its Tender and that is not in response to a request by the Procuring Entity shall not be considered. The Procuring Entity's request for clarification and the response shall be in writing. No change, including any voluntary increase or decrease, in the prices or substance of the Tender shall be sought, offered, or permitted, except to confirm the correction of arithmetic errors discovered by the Procuring Entity in the evaluation of the Tenders, in accordance with ITT 32.

28.2 If a Tenderer does not provide clarifications of its Tender by the date and time set in the Procuring Entity's request for clarification, its Tender may be rejected.

## **29 Deviations, Reservations, and Omissions**

29.1 During the evaluation of Tenders, the following definitions apply:

- a) "Deviation" is a departure from the requirements specified in the tendering document;
- b) "Reservation" is the setting of limiting conditions or withholding from complete acceptance of the requirements specified in the tendering document; and
- c) "Omission" is the failure to submit part or all of the information or documentation required in the tendering document.

## **30 Determination of Responsiveness**

30.1 The Procuring Entity's determination of a Tender's responsiveness is to be based on the contents of the Tender itself, as defined in ITT 12.

30.2 A substantially responsive Tender is one that meets the requirements of the tendering document without material deviation, reservation, or omission. A material deviation, reservation, or omission is one that:

- a) If accepted, would:
  - i) Affect in any substantial way the scope, quality, or performance of the Insurance Services specified in the Contract; or
  - ii) Limit in any substantial way, inconsistent with the tendering document, the Procuring Entity's rights or the Tenderer's obligations under the Contract; or
- b) if rectified, would unfairly affect the competitive position of other Tenderers presenting substantially responsive Tenders.

30.3 The Procuring Entity shall examine the technical aspects of the Tenders submitted in accordance with ITT 17 and ITT 18, in particular, to confirm that all requirements of Section VII, Schedule of Requirements have been met without any material deviation or reservation, or omission.

## **31 Non-conformities, Errors and Omissions**

31.1 If a Tender is not substantially responsive to the requirements of tendering document, it shall be rejected by the Procuring Entity and may not subsequently be made responsive by correction of the material deviation, reservation, or omission. Non-conformities, Errors and Omissions

31.2 Provided that a Tender is substantially responsive, the Procuring Entity may waive any non-conformities in the Tender.

31.3 Provided that a Tender is substantially responsive, the Procuring Entity may request that the Tenderer submit the necessary information or documentation, within a reasonable period of time, to rectify non-conformities or omissions in the Tender related to documentation requirements. Requesting information or documentation on such non-conformities shall not be related to any aspect of the price of the Tender. Failure of the Tenderer to comply with the request may result in the rejection of its Tender.

## **32. Arithmetical Errors**

- 32.1 The tender sum as submitted and read out during the tender opening shall be absolute and final and shall not be the subject of correction, adjustment or amendment in any way by any person or entity.
- 32.2 Provided that the Tender is substantially responsive, the Procuring Entity shall handle errors on the following basis:
- a) Any error detected if considered a major deviation that affects the substance of the tender, shall lead to disqualification of the tender as non-responsive.
  - b) Any errors in the submitted tender arising from a miscalculation of unit price, quantity, sub-total and total bid price shall be considered as a major deviation that affects the substance of the tender and shall lead to disqualification of the tender as non-responsive. and
  - c) If there is a discrepancy between words and figures, the amount in words shall prevail
- 32.3 Tenderers shall be notified of any error detected in their bid during the notification of award

## **33. Comparison of Tenders and Conversion to Single Currency**

- 33.1 The Procuring Entity shall compare the evaluated costs of all substantially responsive Tenders established in accordance with ITT 31.2 to determine the Tender that has the lowest evaluated cost. The comparison shall be on the basis of total cost prices for each offered insurance service.
- 33.2 For evaluation and comparison purposes, the currency(ies) of the Tender shall be converted in a single currency as specified **in the TDS**. The source of exchange rate and the date of such exchange rate shall also be specified in the **TDS**.

## **34. Margin of Preference and Reservations**

- 34.1 A margin of preference on local insurance providers may be allowed only when the contract is open to international competitive tendering where foreign contractors are expected to participate in the tendering process and where the contract exceeds the value/threshold specified in the Regulations.
- 34.2 A margin of preference shall not be allowed unless it is specified so in the **TDS**.
- 34.3 Contracts procured on basis of international competitive tendering shall not be subject to reservations exclusive to specific groups as provided in ITT33.4.
- 34.4 Where it is intended to reserve a contract to a specific group of businesses (these groups are Small and Medium Enterprises, Women Enterprises, Youth Enterprises and Enterprises of persons living with disability, as the case maybe), and who are appropriately registered as such by a competent authority, a procuring entity shall ensure that the invitation to tender specifically indicates that only businesses or firms belonging to the specified group are eligible to tender. No tender shall be reserved to more than one group. If not so stated in the Invitation to Tender and in the Tender documents, the invitation to tender will be open to all interested tenderers.

## **35. Evaluation of Tenders**

- 35.1 The Procuring Entity shall use the criteria and methodologies listed in this ITT and Section III, Evaluation and Qualification Criteria. No other evaluation criteria or methodologies shall be permitted. By applying the criteria and methodologies, the Procuring Entity shall determine the Lowest Evaluated Tender. This is the Tender of the Tenderer that meets the qualification criteria and whose Tender has been determined to be:
- a) Substantially responsive to the tendering document; and
  - b) The lowest evaluated cost.

- 35.2 In evaluating the Tenders, the Procuring Entity will determine for each Tender the Evaluated Tender Price by adjusting the Tender price as follows:
- a) Prices offered by the Tenderer, corrected appropriately in accordance with ITT 32;
  - b) Price adjustment due to discounts offered in accordance with ITT 15.4;
  - c) converting the amount resulting from applying (a) and (b) above, if allowed, to a single currency in accordance with ITT 33.2;
  - d) the additional evaluation factors are specified in Section III, Evaluation and Qualification Criteria.

35.3 The estimated effect of the price adjustment provisions of the Conditions of Contract, applied over the period of execution of the Contract, shall not be taken in to account in Tender evaluation.

35.4 Where the tender involves multiple items, the tenderer will be allowed to tender for one or more items. Each item will be evaluated in accordance with ITT 35.2. The methodology to determine the lowest evaluated tenderer or tenderers will be base done each item and not a combination of items.

## **36. Comparison of Tenders**

36.1 The Procuring Entity shall compare the evaluated costs of all substantially responsive Tenders established in accordance with ITT 35.2 to determine the Tender that has the lowest evaluated cost.

## **37. Abnormally Low Tenders and Abnormally high tenders**

### **Abnormally Low Tenders**

37.1 An Abnormally Low Tender is one where the Tender price, in combination with other constituent elements of the Tender, appears unreasonably low to the extent that the Tender price raises material concerns as to the capability of the Tenderer to perform the Contract for the offered Tender price or that genuine competition between Tenderers is compromised.

37.2 In the event of identification of a potentially Abnormally Low Tender by the evaluation committee, the Procuring Entity shall seek written clarifications from the Tenderer, including detailed price analysis of its Tender price in relation to the subject matter of the contract, scope, proposed methodology, schedule, allocation of risks and responsibilities and any other requirements of the tendering document.

37.3 After evaluation of the price analyses, in the event that the Procuring Entity determines that the Tenderer has failed to demonstrate its capability to perform the Contract for the offered Tender Price, the Procuring Entity shall reject the Tender.

### **Abnormally High Tenders**

37.4 An abnormally high tender price is one where the tender price, in combination with other constituent elements of the Tender, appears unreasonably too high to the extent that the Procuring Entity is concerned that it (the Procuring Entity) may not be getting value for money or it may be paying too high a price for the contract compared with market prices or that genuine competition between Tenderers is compromised.

37.5 In case of an abnormally high price, the Procuring Entity shall make a survey of the market prices, check if the estimated cost of the contract is correct and review the Tender Documents to check if the specifications, scope of work and conditions of contract are contributory to the abnormally high tenders. The Procuring Entity may also seek written clarification from the tenderer on the reason for the high tender price. The Procuring Entity shall proceed as follows:

- i) If the tender price is abnormally high based on wrong estimated cost of the contract, the Procuring Entity may accept or not accept the tender depending on the Procuring Entity's budget considerations.
- ii) If specifications, scope of work and/or conditions of contract are contributory to the abnormally high tender prices, the Procuring Entity shall reject all tenders and may retender for the contract based on revised estimates, specifications, scope of work and conditions of contract, as the case may be.

37.6 If the Procuring Entity determines that the Tender Price is abnormally too high because genuine competition between tenderers is compromised (*often due to collusion, corruption or other manipulations*), the Procuring Entity shall reject all Tenders and shall institute or cause relevant Government Agencies to institute an investigation on the cause of the compromise, before retendering.

### **38. Qualification of the Tenderer**

38.1 The Procuring Entity shall determine to its satisfaction whether the Tenderer that is selected as having submitted the lowest evaluated cost and substantially responsive Tender is eligible and meets the qualifying criteria specified in Section III, Evaluation and Qualification Criteria.

38.2 The determination shall be based upon an examination of the documentary evidence of the Tenderer's qualifications submitted by the Tenderer, pursuant to ITT 18. The determination shall not take in to consideration the qualifications of other firms such as the Tenderer's subsidiaries, parent entities, affiliates, subcontractors or any other firm(s) different from the Tenderer that submitted the Tender.

38.3 An affirmative determination shall be a prerequisite for award of the Contract to the Tenderer. A negative determination shall result in disqualification of the Tender, in which event the Procuring Entity shall proceed to the Tenderer who offers a substantially responsive Tender with the next lowest evaluated cost to make a similar determination of that Tenderer's qualifications to perform satisfactorily.

### **39. Procuring Entity's Right to Accept Any Tender, and to Reject Any or All Tenders**

39.1 The Procuring Entity reserves the right to accept or reject any tender, and to annul the Tendering process and reject all Tenders at any time prior to Contract Award, without there by incurring any liability to Tenderers. In case of annulment, all Tenderers shall be notified with reasons and all Tenders submitted and specifically, Tender securities, shall be promptly returned to the Tenderers.

### **F. Award of Contract**

#### **40. Award Criteria**

40.1 The Procuring Entity shall award the Contract to the successful tenderer whose tender has been determined to be the Lowest Evaluated Tender.

#### **41. Notice of Intention to enter in to a Contract**

41.1 Upon award of the contract and Prior to the expiry of the Tender Validity Period the Procuring Entity shall issue a Notification of Intention to Enter in to a Contract/Notification of award to all tenderers which shall contain, at a minimum, the following information:

- a) The name and address of the Tenderer submitting the successful tender;
- b) The Contract price of the successful tender;
- c) a statement of the reason(s) the tender of the unsuccessful tenderer to whom the letter is addressed was unsuccessful, unless the price information in(c) above already reveals the reason;
- d) the expiry date of the Standstill Period; and

e) instructions on how to request a debriefing and/or submit a complaint during the stand still period;

#### **42. Standstill Period**

42.1 The Contract shall not be signed earlier than the expiry of a Standstill Period of 14 days to allow any dissatisfied tenderer to launch a complaint. Where only one Tenderer is submitted, the Standstill Period shall not apply.

42.2 Where a Standstill Period applies, it shall commence when the Procuring Entity has transmitted to each Tenderer the Notification of Intention to enter into a Contract with the successful Tenderer.

#### **43. Debriefing by the Procuring Entity**

43.1 On receipt of the Procuring Entity's Notification of Intention to Enter into a Contract referred to in ITT 43, an unsuccessful tenderer may make a written request to the Procuring Entity for a debriefing on specific issues or concerns regarding their tender. The Procuring Entity shall provide the debriefing within five days of receipt of the request.

43.2 Debriefings of unsuccessful Tenderers may be done in writing or verbally. The Tenderer shall bear its own costs of attending such a debriefing meeting.

#### **44. Negotiations**

44.1 The negotiations shall be held at the place indicated in the TDS with the Tenderer's representative(s) who must have written power of attorney to negotiate and sign a Contract on behalf of the Tenderer. The Procuring Entity will constitute a team to negotiate a contract and the terms of the Insurance Policy to be provided.

44.2 The negotiations shall start with discussions of the scope of the terms and conditions of the Policy, its conformity to the Procuring Entity's requirements, the conditions and circumstances under which the insured will be financially compensated, and the items that would need to be attended to before the contract is signed and an Insurance Policy issued. These discussions shall not substantially alter the original scope of the Procuring Entity's requirements. The items that would need to be attended to by the Procuring Entity before the contract is signed and an Insurance Policy issued should not be so extended as to render the scope of the required service and its price different from the Procuring Entity's requirements.

44.3 The Procuring Entity shall prepare minutes of negotiations that are signed by the Procuring Entity and the Tenderers' authorized representative.

#### **45. Letter of Award**

45.1 Prior to the expiry of the Tender Validity Period and upon expiry of the Standstill Period specified in ITT 42.1, upon addressing a complaint that has been filed within the Standstill Period, the Procuring Entity shall transmit the Letter of Award to the successful Tenderer. The letter of award shall request the successful tenderer to furnish the Performance Security within 21 days of the date of the letter.

#### **46. Signing of Contract**

46.1 Upon the expiry of the fourteen days of the Notification of Intention to enter into contract and upon the parties meeting their respective statutory requirements, the Procuring Entity shall send the successful Tenderer the Contract Agreement.

46.2 Within fourteen (14) days of receipt of the Contract Agreement, the successful Tenderer shall sign, date, and return it to the Procuring Entity.

46.3 The written contract shall be entered into within the period specified in the notification of award and before expiry of the tender validity period.

#### **47. Performance Security**

47.1 Within twenty-one (21) days of the receipt of the Letter of Award from the Procuring Entity, the successful Tenderer shall furnish the Performance Security and, any other documents required in the **TDS**, in accordance with the General Conditions of Contract, subject to ITT 38.2 (b), using the Performance Security and other Forms included in Section X, Contract Forms, or another form acceptable to the Procuring Entity. A foreign institution providing a bank guarantee shall have a correspondent financial institution located in Kenya, unless the Procuring Entity has agreed in writing that a correspondent bank is not required.

47.2 Failure of the successful Tenderer to submit the above-mentioned Performance Security and other documents required in the **TDS** or sign the Contract shall constitute sufficient grounds for the annulment of the award and forfeiture of the Tender Security. In that event the Procuring Entity may award the Contract to the Tenderer offering the next Best Evaluated Tender.

47.3 Performance security shall not be required for contracts estimated to cost less than the amount specified in the Regulations.

#### **48. Publication of Procurement Contract**

48.1 Within fourteen days after signing the contract, the Procuring Entity shall publish the awarded contract at its notice boards and websites; and on the Website of the Authority. At the minimum, the notice shall contain the following information:

- a) Name and address of the Procuring Entity;
- b) Name and reference number of the contract being awarded, a summary of its scope and the selection method used;
- c) The name of the successful Tenderer, the final total contract price, the contract duration.
- d) Dates of signature, commencement and completion of contract;
- e) Names of all Tenderers that submitted Tenders, and their Tender prices as read out at Tender opening.

#### **49. Procurement Related Complaint and Administrative Review**

49.1 The procedures for making Procurement-related Complaints are as specified in the **TDS**.

49.2 A request for administrative review shall be made in the form provided under contract forms.

## SECTION II - TENDER DATA SHEET (TDS)

The following specific data for the Insurance services to be procured shall complement, supplement, or amend the provisions in the Instructions to Tenderers (ITT). Whenever there is a conflict, the provisions here in shall prevail over those in ITT.

*[Where an e-procurement system is used, modify the relevant parts of the TDS accordingly to reflect the e-procurement process]. [Instructions for completing the Tender Data Sheet are provided, as needed, in the notes in italics mentioned for the relevant ITT].*

ITT Reference	PARTICULARS OF APPENDIX TO INSTRUCTIONS TO TENDERS
	<b>A. General</b>
ITT 1.1	The Tender reference number (ITT) is <b>CU / OPNT / 02/2024 -2025</b> The Procuring Entity is: <b>Chuka University</b> The name of the ITT is: <b>Provision of Insurance Services for Staff Group Life and Group Personal Accident Scheme WIBA compliant</b>
ITT 2.2	The Intended date commencing providing the Insurance Services is: to be agreed during contract signing  The insurance duration will be <b>two</b> years. Renewable annually upon satisfactory performance
ITT 3.3	The Information made available on competing firms is as follows: _____
ITT 4.1	Maximum number of members in the Joint Venture (JV) shall be: ___N/A_____ <i>[insert a number]</i> .
	<b>B. Contents of Tendering Document</b>
ITT 7.1 8.1	i) The Tenderer will submit any request for clarifications in writing at the Address Head of Procurement, Tel. no. 0202425089 Email Address: <a href="mailto:po@chuka.ac.ke">po@chuka.ac.ke</a> to reach the Procuring Entity not later than <b>2 days before the date of tender opening</b> . The Procuring Entity shall publish its response at the website <b>www.chuka.ac.ke</b>
ITT 7.2	(B) Pre-Tender meeting <i>shall not</i> take place
ITT 7.3	The Tenderer will submit any questions in writing, to reach the Procuring Entity not later than _____N/A_____ before the meeting.
ITT 7.5	The Procuring Entity's website where Minutes of the pre-Tender meeting and the pre-arranged pretender will be published is _____N/A_____
ITT 12.1 (j)	The Tenderer shall submit the following additional documents in its Tender: <i>[list any additional document not already listed in ITT 13.1 that must be submitted with the Tender]</i>  Other documents required are _____
ITT 14.1	Alternative Tenders <i>shall not be allowed</i> .  <i>[If alternatives shall be considered, the methodology shall be defined in Section III, Evaluation and Qualification Criteria. See Section III for further details]</i>
ITT 15.5	The prices quoted by the Tenderer <i>shall not</i> be subject to adjustment during the performance of the Contract.

ITT Reference	PARTICULARS OF APPENDIX TO INSTRUCTIONS TO TENDERS
ITT 16.1	The currency of the Tender and the currency of payments shall be <b>Kenya Shillings</b>
ITT 18.3	Prequalification <i>has not been</i> undertaken.
ITT 19.1	The Tender validity period shall be <b>154</b> days.
ITT 20.1	<p><i>[If a Tender Security shall be required, a Tender-Securing Declaration shall not be required, and vice versa.]</i></p> <p>A Tender Security <i>shall be</i> required.</p> <p>A Tender-Securing Declaration <i>shall not be</i> required.</p> <p>If a Tender Security shall be required, the amount and currency of the Tender Security shall be <b>KES. 100,000.00</b></p>
ITT 21.1	In addition to the original of the Tender, the number of copies is: <b>one</b>
ITT 21.3	The written confirmation of authorization to sign on behalf of the Tenderer shall consist of: <b>Power of attorney</b>
<b>D. Submission and Opening of Tenders</b>	
ITT 23.1	<p>For <b>Tender submission purposes</b> only, the Procuring Entity's address is:</p> <p>Name of Procuring Entity: <b>Chuka University</b></p> <p>Postal Address: <b>P.O. BOX 109 – 60400 CHUKA Attn. Vice Chancellor</b></p> <p>Physical address for hand Courier Delivery to an office or Tender Box:  <b>Recreation Centre 4<sup>th</sup> Floor Outside Vice-Chancellor' s Office</b></p> <p>Postal Address; <b>P.O. BOX 109-60400 CHUKA.</b></p> <p>19<sup>th</sup> February, 2025 at 12:00 Noon</p> <p>Tenderers <b>shall not submit</b> tenders electronically.</p>
ITT 23.1	<p>The deadline for Tender submission is: <b>19<sup>th</sup> February, 2025 at 12: Noon</b></p> <p>Tenderers <i>shall not</i> have the option of submitting their Tenders electronically.</p>
ITT 26.1	<p>The Tender opening shall take place at:</p> <p>Physical Address: <i>Recreation Centre Building, 2<sup>nd</sup> Floor</i></p> <p>Date: <b>19<sup>th</sup> February, 2025 at 12: Noon</b></p>
ITT 26.6	The Form of Tender and priced Schedule of requirements shall be initialed by all representatives in the Tender Opening Committee.
<b>E. Evaluation and Comparison of Tenders</b>	
ITT 33.2	The currency shall be Kenya Shillings and the source of exchange rate shall be Central Bank of Kenya as on the date and time of tender opening.
ITT 34.2	Margin of preference shall be <b>not allowed.</b>
<b>F. Award of Contract</b>	
ITT 44.1	The negotiations will be held at _____
ITT 49.1	<p>The procedures for making a Procurement-related Complaint are available from the PPRa Website <a href="http://www.ppra.go.ke">www.ppra.go.ke</a> or email <a href="mailto:complaints@ppra.go.ke">complaints@ppra.go.ke</a>.</p> <p>If a Tenderer wishes to make a Procurement-related Complaint, the Tenderer should submit its complaint following these procedures, in writing (by the quickest means available, that is either by hand delivery or email to:</p> <p>For the attention: <b>Secretary</b></p> <p>Title/position: <b>CHAIRMAN PUBLIC COMPLANTS COMMITTEE</b></p> <p>Procuring Entity: <b>Chuka University</b></p> <p>Email address: <b>publiccomplaints@chuka.ac.ke</b></p>

<b>ITT Reference</b>	<b>PARTICULARS OF APPENDIX TO INSTRUCTIONS TO TENDERS</b>
	<p>In summary, a Procurement-related Complaint may challenge any of the following (among others):</p> <ul style="list-style-type: none"> <li>(i) the terms of the Tender Documents; and</li> <li>(ii) the Procuring Entity’s decision to award the contract</li> </ul> <p>In summary, a Procurement-related Complaint may challenge any of the following:</p> <ul style="list-style-type: none"> <li>(i) the terms of the Tender Documents; and</li> <li>(ii) the Procuring Entity’s decision to award the contract.</li> </ul>

## SECTION III - EVALUATION AND QUALIFICATION CRITERIA

### 1. General Provision

Wherever a Tenderer is required to state a monetary amount, Tenderers should indicate the Kenya Shilling equivalent using the rate of exchange determined as follows:

- a) For business turn over or financial data required for each year - Exchange rate prevailing on the last day of the respective calendar year (in which the amounts for that year is to be converted) was originally established.
- b) Value of single contract-Exchange rate prevailing on the date of the contract signature.
- c) Exchange rates shall be taken from the publicly available source identified in the ITT. Any error in determining the exchange rates in the Tender may be corrected by the Procuring Entity.

This section contains the criteria that the Employer shall use to evaluate tender and qualify tenderers. No other factors, methods or criteria shall be used other than specified in this tender document. The Tenderer shall provide all the information requested in the forms included in Section IV, Tendering Forms. The Procuring Entity should use **the Standard Tender Evaluation Report for Goods and Works** for evaluating Tenders.

#### **Evaluation and contract award Criteria**

The Procuring Entity shall use the criteria and methodologies listed in this Section to evaluate tenders and arrive at the Lowest Evaluated Tender. The tender that (i) meets the qualification criteria, (ii) has been determined to be substantially responsive to the Tender Documents, and (iii) is determined to have the Lowest Evaluated Tender price shall be selected for award of contract.

### 2. Preliminary examination for Determination of Responsiveness

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

- 1) Copy of Certificate of Registration/Incorporation
- 2) Copy of Valid Tax Compliance Certificate
- 3) Fill and submit the form of tender in the format provided
- 4) Must submit a copy of registration certificate to conduct Group Life and General Insurance business from the Insurance Regulatory Authority
- 5) Current Registration with the Insurance Regulatory Authority
- 6) Registration with Association of Kenya Insurance.
- 7) Current valid Power of attorney duly commissioned or notarized
- 8) Must submit a tender security in form of a Bank Guarantee of KES. 100,000.00 valid for 180 days in the format provided
- 9) Must fill and submit the Self-declaration form that the person/tenderer will not engage in any corrupt or fraudulent practice in the format provided
- 10) Fill and submit the Certificate of Independent tender determination in the format provided
- 11) Fill and submit the Self-declaration form that the person /tenderer is not debarred in

the matter of the Public Procurement and Disposal Act 2015.

- 12) Must fill and submit the declaration and commitment to the codes of ethics in the format provided
- 13) Must fill and submit the price schedule of services and post implementation costs in the format provided
- 14) Must fill and submit Tenderer Information form in the format provided
- 15) Must fill and submit duly filled Business Questionnaire in the format provided
- 16) Must chronologically serialise all documents submitted
- 17) Copy of the audited accounts for the last three (3) financial years (2023,2022 and 2021)
- 18) Copy of professional indemnity cover of not less than Ksh. 20M
- 19) Bank guarantee of ksh.100 Million deposited with IRA (Attach copy)
- 20) Must not have a history of no-performance with Chuka University
- 21) Must have experience in handling Group Life Insurance for Public Institutions

**3. Tender Evaluation (ITT 35) Price evaluation:** in addition to the criteria listed in ITT 35.2

(a) – (c) the following criteria shall apply: **Other Criteria;** if permitted under ITT 35.2 (d):

**SECTION A** (Must give a write up to show how they will comply)

COVER DETAILS		BIDDERS REMARKS AGAINST EVERY ITEM	YES/NO
POLICY	WIBA compliant Staff Group Life/Group Personal Accident with last expense cover and critical illness	PLEASE NOTE THAT THE BIDDERS REMARKS FOR SECTION A IS EITHER YES OR NO AND NO COUNTER OFFERS	
PERIOD	Two years, Renewable annually subject to annual Satisfactory Performance Review		
SCOPE OF COVER	Provides compensation in line with provisions of Work Injury Benefits Act as well as compensation in the event of an accident or employee's death from whatever cause on 24-hour coverage basis See employees details below		
<b>INTEREST/SUM INSURED MANDATORY (THESE ARE THE BASIC MINIMUM AND MUST BE MET)</b>			
WIBA Benefits	Compensation as provided by Work Injury Benefits Act, 2007, Laws of Kenya		
Group Life Benefits	Death in service benefit – 3 years basic salary		
	Accelerated critical illness at 30% of Group Life sum assured up to a maximum of KES. Three (3) Million		

	Shillings per life assured		
	Accelerated last expense cover of KES. 100,000.00 per life assured		
Group Personal Accident (GPA) Benefits	Accidental death benefits = 3 years basic salary		
	Accidental Permanent total disability = 3 years basic salary		
	Payment of weekly benefit equivalent to Life Assured's weekly basic salary for a maximum one hundred and four (104) weeks with a minimum of 3 (three) days sick-off where a Life Assured becomes temporarily disabled as a result of an accident.		
	Accidental medical expenses up to a maximum of KES. 150,000.00		
	Free cover limit of minimum KES. 15,000,000.00		

### SECTION B OTHER DETAILS

No.		Requirements	Points	Maximum Points
1	No exclusion on HIV and AIDS		10	10
2	No exclusion on suicide		20	20
3	Age limit 18-75 years		5	5
4	Technical Knowledge Years of experience (Managing Director or technical manager)	5 – < 8 years	3	15
		8 - < 11 years	6	
		11 - < 15 years	9	
		15 - < 20 years	12	
		20 years and more	15	
5	Professional indemnity cover (KES)	20 – < 30 million	5	30
		30 – < 40 million	10	
		40 – < 50 million	15	
		50 – < 60 million	20	
		60 – < 70 million	25	
		70 million and above	30	
6	Previous experience (highest single premium paid KES)	0 – < 5 Million	0	10
		5 – < 10 Million	2	
		10 – < 15 Million	4	
		15 – < 20 Million	6	
		20 – < 25 Million	8	
		25 Million and above	10	
7	Past performance with public institutions with more than 300 employees	0 – 1 institution	1	10
		2 – 4 institutions	2	
		4 – 6 institutions	4	
		6 – 8 institutions	7	
		More than 8 institutions	10	

8	Turn around period	0-7 days	10	10
		8-14 days	5	
		15 days and above	2	
		<b>TOTAL</b>		110

**The minimum technical score to proceed to financial evaluation is 70%.** Bidders who score below 70% will not be considered for financial evaluation.

### **Financial evaluation**

The bidders will be ranked and the lowest bidder will be considered for the award of tender so long as the bidders price will be within the market price.

### **Due Diligence**

Due diligence will be conducted before award

### **4 Multiple Contracts**

Multiple contracts will not be permitted in accordance with ITT 35.4. Tenderers are evaluated on basis of items and the lowest evaluated tenderer identified for each item.

### **5 Alternative Tenders (ITT14.1)**

*An alternative if permitted under ITT 14.1, will be evaluated as follows:*

The Procuring Entity shall consider Tenders offered for alternatives as specified in Part 2-Procuring Entity's requirements. Only the technical alternatives, if any, of the Tenderer with the Best Evaluated Tender conforming to the basic technical requirements shall be considered by the Procuring Entity.

### **6 MARGIN OF PREFERENCE**

**Apply Margin of Preference**, if so allowed to all evaluated and accepted tenders as follows.

If the **TDS** so specifies, the Procuring Entity will grant a margin of preference of fifteen percent (15%) to be loaded on evaluated prices of the foreign tenderers, where the percentage of shareholding of Kenyan citizens is less than fifty-one percent (51%).

Contractors applying for such preference shall be asked to provide, as part of the data for qualification, such information, including details of ownership, as shall be required to determine whether, according to the classification established by the Procuring Entity, a particular contractor or group of contractors qualifies for a margin of preference.

After Tenders have been received and reviewed by the Procuring Entity, responsive Tenders shall be assessed to ascertain their percentage of shareholding of Kenyan citizens. Responsive tenders shall be classified into the following groups:

- i) *Group A:* tenders offered by Kenyan insurers and other Tenderers where Kenyan citizens hold shares of over fifty one percent (51%).
- ii) *Group B:* tenders offered by foreign insurers and other Tenderers where Kenyan citizens hold shares of less than fifty one percent (51%).

All evaluated tenders in each group shall, as a first evaluation step, be compared to determine the lowest tender, and the lowest evaluated tender in each group shall be further compared with each other. If, as a result of this comparison, a tender from Group A is the lowest, it shall be selected for the award. If a tender from Group B is the lowest, an amount equal to the percentage indicated in Item 5.1(c) of the respective tender price, including unconditional discounts, if any, shall be added to the evaluated price offered in each tender from Group B. All tenders shall then be compared using new prices with added prices to Group B and the lowest evaluated tender from Group A. If the tender from Group A is still the lowest tender, it shall be selected for award. If not, the lowest evaluated tender from Group B based on the first evaluation price shall be selected.

**7. Post Qualification Criteria (ITT 38) Post qualification and Contract award (ITT39), more specifically,**

- a) In case the tender was subject to post-qualification, the contract shall be awarded to the lowest evaluated tenderer, subject to confirmation of pre-qualification data, if so required.
- b) In case the tender was not subject to post-qualification, the tender that has been determined to be the lowest evaluated tenderer shall be considered for contract award, subject to meeting each of the following conditions.
  - i) The Tenderer shall demonstrate that it has access to, or has available, liquid assets, unencumbered real assets, lines of credit, and other financial means (independent of any contractual advance payment) sufficient to meet the services cash flow of Kenya Shillings
  - ii) Minimum average annual turnover of Kenya Shillings [*insert amount*], equivalent calculated as total certified payments received for contracts in progress and/or completed within the last [*insert of year*] years.]
  - iii) At least \_\_\_\_\_ (*insert number*) of contract (s) of a similar nature executed within Kenya, or the East African Community or abroad, that have been satisfactorily and substantially completed as a prime insurer, or joint vent u remember or sub-contractor each of minimum value Kenya shillings \_\_\_\_\_ equivalent.
  - iv) Other conditions depending on their seriousness.

**a) History of non-performing contracts:**

Tenderer and each member of JV in case the Tenderer is a JV, shall demonstrate that Non- performance of a contract did not occur because of the default of the Tenderer, or the member of a JV in the last\_\_\_\_(*specify years*). The required information shall be furnished in the appropriate form.

**b) Pending Litigation**

Financial position and prospective long-term profitability of the Single Tenderer, and in the case the Tenderer is a JV, of each member of the JV, shall remain sound according to criteria established with respect to Financial Capability under Paragraph (i) above i fall pending litigation will be resolved against the Tenderer. Tenderer shall provide information on pending litigations in the appropriate form.

**c) Litigation History**

There shall be no consistent history of court/arbitral award decisions against the Tenderer, in the last \_\_\_\_\_(*specify years*). All parties to the contract shall furnish the information in the appropriate form about any litigation or arbitration resulting from contracts completed or ongoing under its execution over the years specified. A consistent history of awards against the Tenderer or any member of a JV may result in

rejection of the tender.

## SECTION IV- TENDERING FORMS

### 1. Form of Tender

#### *INSTRUCTIONS TO TENDERERS*

- i) *The Tenderer must prepare this Form of Tender on stationery with its letterhead clearly showing the Tenderer's complete name and business address.*
- ii) *All italicized text is to help Tenderer in preparing this form.*
- iii) *Tenderer must complete and sign CERTIFICATE OF INDEPENDENT TENDER DETERMINATION and the SELF DECLARATION OF THE TENDERER and TENDERER'S ELIGIBILITY-CONFIDENTIAL BUSINESS QUESTIONNAIRE all attached to this Form of Tender.*
- iv) *The Form of Tender shall include the following Forms duly completed and signed by the Tenderer.*
  - a) *Tenderer's Eligibility-Confidential Business Questionnaire*
  - b) *Certificate of Independent Tender Determination*
  - c) *Self-Declaration of the Tenderer*

**Date of this Tender submission:** \_\_\_\_\_ [insert date (as day, month and year) of

Tender submission] **ITT No.:** \_\_\_\_\_ [insert number of ITT process]

To: \_\_\_\_\_ [insert complete name of Procuring Entity]

- a) **No reservations:** We have examined and have no reservations to the tendering document, including Addenda issued in accordance with ITT 9;
- b) **Eligibility:** We meet the eligibility requirements and have no conflict of interest in accordance with ITT 4;
- c) **Tender-Securing Declaration:** We have not been suspended nor declared ineligible by the Procuring Entity based on execution of a Tender-Securing Declaration or Proposal-Securing Declaration in Kenya in accordance with ITT 21;
- d) **Conformity:** We offer to provide the Insurance Services in conformity with the tendering document of the following: [insert the list of items tendered for and a brief description of the Insurance Services];

**SCHEDULE OF TENDERED ITEMS**

1	2	3	4	5			
No of items to be insured	Gender	Date of birth.	Monthly basic salary	Monthly gross salary	Insurance premium per specified period (Tender Price)	Price discount (if any)	Total Tender Price for Insurance Service(col. 5-6)
1	Male	31/12/1959	283,087.00	458,081.00			
2	Male	31/12/1956	283,087.00	458,081.00			
3	Male	10/06/1958	283,087.00	458,081.00			
4	Male	11/01/1967	225,093.00	438,859.00			
5	Female	31/08/1981	90,484.00	160,863.00			
6	Female	30/12/1965	39,776.00	78,936.00			
7	Male	04/04/1966	48,768.00	92,870.00			
8	Male	06/12/1973	186,501.00	347,606.00			
9	Male	02/07/1973	168,717.00	262,437.00			
10	Male	01/01/1962	117,716.00	218,668.00			
11	Female	04/06/1969	139,915.00	231,773.00			
12	Male	05/05/1962	160,357.00	260,096.00			
13	Male	04/08/1982	50,182.00	102,454.00			
14	Male	21/12/1979	183,977.00	342,703.00			
15	Male	19/03/1981	183,977.00	279,703.00			
16	Male	02/02/1971	44,528.00	86,608.00			

17	Male	26/06/1969	44,528.00	89,608.00			
18	Male	29/11/1983	44,528.00	86,608.00			
19	Male	27/02/1968	38,808.00	79,171.00			
20	Female	20/08/1959	160,357.00	260,096.00			
21	Female	10/02/1981	90,484.00	160,863.00			
22	Male	07/10/1978	225,093.00	438,859.00			
23	Female	28/12/1972	66,755.00	124,493.00			
24	Male	01/10/1966	216,749.00	392,675.00			
25	Male	11/02/1982	44,528.00	89,608.00			
26	Male	15/09/1958	225,093.00	354,114.00			
27	Female	10/10/1978	167,037.00	279,703.00			
28	Female	29/11/1982	138,462.00	297,106.00			
29	Female	27/01/1984	56,114.00	111,367.00			
30	Female	30/12/1975	139,915.00	231,773.00			
31	Male	17/08/1978	199,518.00	382,434.00			
32	Male	22/06/1978	160,357.00	324,096.00			
33	Female	25/04/1981	66,755.00	125,472.00			
34	Male	10/02/1981	142,260.00	232,839.00			
35	Female	01/11/1983	59,985.00	114,227.00			
36	Female	29/12/1984	56,114.00	111,367.00			

37	Male	12/06/1958	231,487.00	428,283.00			
38	Male	17/06/1978	66,755.00	125,472.00			
39	Male	26/12/1985	47,355.00	90,701.00			
40	Female	02/12/1979	56,114.00	111,367.00			
41	Male	24/12/1968	52,616.00	105,634.00			
42	Male	31/12/1974	263,071.00	463,693.00			
43	Male	19/12/1976	142,260.00	232,839.00			
44	Female	17/02/1985	56,114.00	111,367.00			
45	Female	24/10/1984	87,080.00	170,011.00			
46	Male	13/12/1983	114,312.00	193,410.00			
47	Female	28/04/1986	36,026.00	75,161.00			
48	Female	21/03/1979	47,355.00	91,701.00			
49	Female	30/08/1987	36,026.00	75,161.00			
50	Male	16/08/1985	66,755.00	125,472.00			
51	Male	24/09/1969	163,517.00	302,767.00			
52	Female	05/09/1980	87,080.00	173,011.00			
53	Male	11/02/1985	47,905.00	96,168.00			
54	Male	09/02/1988	58,077.00	114,062.00			
55	Female	26/03/1986	56,114.00	111,367.00			
56	Male	12/12/1970	78,039.00	138,627.00			

57	Male	21/07/1985	80,295.00	142,251.00			
58	Male	16/10/1981	142,260.00	232,839.00			
59	Female	14/01/1987	75,782.00	142,251.00			
60	Male	05/03/1978	87,080.00	170,011.00			
61	Male	12/12/1978	78,039.00	138,627.00			
62	Female	10/02/1983	78,039.00	138,627.00			
63	Female	12/05/1979	142,716.00	241,748.00			
64	Male	02/10/1972	75,782.00	142,251.00			
65	Male	24/04/1978	56,114.00	111,367.00			
66	Male	13/08/1978	160,357.00	270,096.00			
67	Male	22/10/1981	218,699.00	344,336.00			
68	Male	03/08/1970	160,357.00	260,096.00			
69	Male	25/10/1973	160,357.00	260,096.00			
70	Female	19/01/1976	60,470.00	114,170.00			
71	Male	10/08/1960	229,710.00	433,066.00			
72	Female	02/02/1982	160,357.00	260,096.00			
73	Female	21/03/1980	75,782.00	157,251.00			
74	Male	17/07/1968	160,357.00	260,096.00			
75	Male	09/11/1959	189,623.00	351,848.00			
76	Female	09/03/1965	172,683.00	279,703.00			

77	Male	29/04/1983	151,308.00	293,434.00			
78	Male	01/01/1978	172,683.00	287,848.00			
79	Male	11/02/1974	128,285.00	208,554.00			
80	Female	20/12/1965	206,563.00	314,293.00			
81	Male	01/01/1971	160,357.00	260,096.00			
82	Male	24/01/1977	160,357.00	260,096.00			
83	Male	01/01/1971	160,357.00	260,096.00			
84	Male	01/01/1974	178,330.00	287,848.00			
85	Male	01/01/1976	139,915.00	231,473.00			
86	Male	19/03/1983	205,912.00	389,894.00			
87	Female	25/09/1961	205,912.00	325,894.00			
88	Male	20/09/1979	212,306.00	334,934.00			
89	Female	07/02/1979	51,046.00	100,716.00			
90	Female	22/02/1979	44,528.00	86,608.00			
91	Female	22/02/1979	54,151.00	108,774.00			
92	Female	25/07/1985	49,475.00	104,005.19			
93	Female	24/04/1978	56,114.00	158,867.00			
94	Female	15/11/1974	36,026.00	75,161.00			
95	Male	13/07/1982	38,808.00	81,040.00			
96	Female	01/04/1988	58,077.00	114,062.00			

97	Male	01/01/1986	56,114.00	111,367.00			
98	Female	14/06/1988	36,963.00	77,011.00			
99	Male	18/01/1974	223,038.00	433,066.00			
100	Male	17/11/1975	160,357.00	260,096.00			
101	Male	01/01/1979	178,330.00	287,848.00			
102	Female	17/12/1986	66,755.00	128,571.00			
103	Male	05/06/1961	139,915.00	231,773.00			
104	Female	02/10/1967	212,306.00	398,934.00			
105	Female	30/12/1966	189,623.00	287,848.00			
106	Male	01/01/1972	160,357.00	270,096.00			
107	Male	01/01/1972	283,087.00	458,081.00			
108	Female	01/01/1968	160,357.00	260,096.00			
109	Male	11/12/1979	167,037.00	287,848.00			
110	Female	24/12/1969	178,330.00	287,848.00			
111	Female	10/01/1967	178,330.00	287,848.00			
112	Female	09/07/1973	256,399.00	470,869.00			
113	Male	14/09/1983	160,357.00	270,096.00			
114	Male	01/01/1957	283,087.00	458,081.00			
115	Female	16/11/1982	52,616.00	105,634.00			
116	Female	24/08/1969	43,069.00	89,293.00			

117	Female	01/01/1972	45,941.00	88,615.00			
118	Male	02/05/1970	36,677.00	75,646.00			
119	Female	09/03/1972	249,727.00	522,693.00			
120	Male	02/08/1980	155,833.00	252,876.00			
121	Female	01/01/1962	151,308.00	245,934.00			
122	Male	14/10/1965	155,833.00	252,876.00			
123	Female	17/05/1983	42,004.00	87,107.00			
124	Male	30/01/1991	36,026.00	75,161.00			
125	Female	19/09/1984	36,026.00	75,161.00			
126	Female	31/12/1972	36,026.00	75,161.00			
127	Female	12/31/1972	36,026.00	86,040.00			
128	Male	01/02/1967	40,938.00	108,774.00			
129	Female	30/05/1983	54,151.00	77,011.00			
130	Female	22/12/1986	38,838.00	269,891.00			
131	Female	31/12/1977	163,517.00	128,571.00			
132	Female	30/12/1984	66,755.00	131,792.00			
133	Female	27/10/1980	69,012.00	71,672.00			
134	Male	17/12/1970	36,026.00	249,258.00			
135	Male	31/07/1965	146,784.00	187,045.00			
136	Female	04/05/1987	109,317.00	319,370.00			

137	Male	01/01/1979	167,037.00	116,865.00			
138	Female	13/09/1987	58,077.00	108,774.00			
139	Female	06/04/1989	54,151.00	97,475.00			
140	Male	14/07/1977	51,596.00	114,062.00			
141	Female	09/05/1987	58,077.00	110,954.00			
142	Female	28/10/1989	55,758.00	87,679.00			
143	Male	23/02/1973	43,114.00	255,267.00			
144	Female	21/03/1983	153,117.00	311,463.09			
145	Female	21/07/1964	180,337.00	122,813.00			
146	Male	09/09/1983	62,004.00	108,774.00			
147	Female	01/01/1992	54,151.00	187,045.00			
148	Female	01/01/1986	109,317.00	125,472.00			
149	Male	01/01/1986	66,755.00	108,242.00			
150	Male	31/12/1976	54,187.00	170,011.00			
151	Male	07/05/1988	87,080.00	340,576.00			
152	Female	27/11/1965	180,337.00	88,615.00			
153	Female	01/01/1984	45,941.00	111,367.00			
154	Female	31/08/1986	56,114.00	183,497.00			
155	Male	01/01/1987	107,504.00	207,212.00			
156	Female	26/12/1988	112,964.00	325,894.00			

157	Female	01/01/1969	193,124.00	220,733.00			
158	Female	01/01/1980	128,688.00	245,934.00			
159	Male	19/07/1972	151,308.00	325,894.00			
160	Female	29/08/1968	205,912.00	279,703.00			
161	Female	01/01/1973	172,683.00	260,096.00			
162	Male	01/01/1979	160,357.00	111,367.00			
163	Female	22/11/1987	56,114.00	271,870.00			
164	Female	03/02/1985	167,037.00	117,227.00			
165	Female	26/11/1982	59,985.00	271,870.00			
166	Male	01/12/1974	167,037.00	334,934.00			
167	Male	17/12/1976	212,306.00	111,367.00			
168	Male	04/04/1984	56,114.00	334,934.00			
169	Male	25/03/1980	199,518.00	288,974.00			
170	Male	19/04/1977	155,833.00	357,076.00			
171	Male	14/06/1982	180,337.00	279,703.00			
172	Male	27/11/1979	172,683.00	260,096.00			
173	Female	01/10/1978	160,357.00	226,667.00			
174	Female	12/09/1988	137,736.00	281,870.00			
175	Female	01/01/1972	167,037.00	271,870.00			
176	Male	27/12/1968	167,037.00	131,792.00			

177	Male	05/05/1985	69,012.00	340,782.00			
178	Female	25/12/1970	180,452.00	170,011.00			
179	Male	13/06/1983	87,080.00	375,348.00			
180	Male	23/12/1974	178,330.00	213,337.00			
181	Male	01/01/1984	128,440.00	125,472.00			
182	Female	23/06/1985	66,755.00	75,161.00			
183	Female	28/07/1969	35,088.00	260,096.00			
184	Male	16/01/1980	160,357.00	256,425.00			
185	Male	01/01/1982	134,212.00	264,339.00			
186	Male	01/01/1975	161,390.00	116,865.00			
187	Male	08/07/1989	58,077.00	111,367.00			
188	Female	24/08/1988	56,114.00	122,493.00			
189	Male	01/01/1988	64,499.00	257,097.00			
190	Female	17/05/1978	167,037.00	279,703.00			
191	Male	01/01/1976	172,683.00	237,001.00			
192	Male	02/12/1981	150,097.00	144,245.00			
193	Male	18/12/1982	71,820.00	317,200.00			
194	Male	25/09/1969	199,518.00	108,774.00			
195	Female	27/03/1988	54,151.00	310,894.00			
196	Female	01/01/1964	193,124.00	293,076.00			

197	Male	21/02/1975	180,337.00	125,472.00			
198	Female	05/11/1984	66,755.00	333,208.00			
199	Male	15/02/1968	184,318.00	146,021.00			
200	Male	22/08/1973	82,552.00	260,096.00			
201	Male	21/10/1983	160,357.00	119,780.00			
202	Male	03/07/1981	60,040.00	260,096.00			
203	Male	11/03/1978	151,308.00	304,597.00			
204	Male	01/01/1968	167,037.00	125,472.00			
205	Male	10/01/1984	66,755.00	197,045.00			
206	Female	01/01/1987	109,317.00	374,859.00			
207	Male	01/01/1958	225,093.00	364,805.00			
208	Female	04/08/1974	186,731.00	111,367.00			
209	Female	30/10/1985	56,114.00	245,934.00			
210	Male	15/04/1962	151,308.00	174,332.00			
211	Female	17/03/1980	90,484.00	319,370.00			
212	Female	31/12/1982	167,037.00	245,934.00			
213	Male	15/07/1978	151,308.00	114,367.00			
214	Female	17/06/1980	56,114.00	277,644.00			
215	Male	01/01/1964	179,118.00	242,986.00			
216	Male	21/06/1959	146,961.00	128,571.00			

217	Female	30/04/1988	69,012.00	419,054.00			
218	Male	22/08/1978	236,382.00	279,703.00			
219	Female	01/01/1966	172,683.00	245,934.00			
220	Male	22/06/1976	151,308.00	245,934.00			
221	Female	01/01/1977	151,308.00	319,703.00			
222	Male	23/06/1973	172,683.00	300,096.00			
223	Male	01/01/1972	160,357.00	304,339.00			
224	Male	07/01/1974	161,390.00	364,700.00			
225	Female	01/01/1970	199,518.00	322,188.91			
226	Female	30/04/1967	180,337.00	85,004.00			
227	Male	11/6/1987	36,026.00	125,966.00			
228	Male	27/02/1982	40,938.00	244,048.00			
229	Male	01/01/1988	63,967.00	125,966.00			
230	Female	02/06/1985	125,713.00	229,048.00			
231	Male	01/01/1989	63,967.00	417,160.80			
232	Female	30/08/1987	125,713.00	381,200.00			
233	Female	04/09/1979	231,487.00	105,634.00			
234	Male	17/12/1975	199,518.00	158,021.00			
235	Female	01/01/1981	55,758.00	311,839.00			
236	Male	21/01/1984	87,080.00	396,498.00			

237	Male	01/01/1977	172,683.00	245,934.00			
238	Male	01/01/1965	249,727.00	444,780.00			
239	Male	17/08/1976	151,308.00	158,021.00			
240	Male	08/09/1962	276,415.00	128,571.00			
241	Male	19/11/1982	87,080.00	158,021.00			
242	Male	01/01/1969	66,755.00	202,197.00			
243	Female	09/08/1978	87,080.00	163,897.80			
244	Male	03/05/1984	120,791.00	158,021.00			
245	Male	02/05/1988	96,632.80	364,283.00			
246	Male	19/04/1984	87,080.00	252,876.00			
247	Male	08/05/1970	231,487.00	220,733.00			
248	Male	23/03/1981	155,833.00	191,899.00			
249	Female	05/02/1990	133,212.00	239,258.00			
250	Female	24/11/1989	113,141.00	226,667.00			
251	Male	01/01/1966	146,784.00	293,434.00			
252	Female	30/08/1987	137,736.00	186,748.40			
253	Male	02/11/1983	151,308.00	257,097.00			
254	Male	25/07/1982	113,808.00	191,883.60			
255	Female	30/08/1987	161,390.00	239,258.00			
256	Male	17/06/1977	117,427.20	371,841.00			

257	Male	15/11/1984	146,784.00	252,876.00			
258	Male	23/02/1981	193,124.00	260,096.00			
259	Male	23/01/1981	155,833.00	257,097.00			
260	Male	17/07/1976	151,308.00	239,258.00			
261	Male	14/04/1981	161,390.00	232,839.00			
262	Male	17/04/1984	146,784.00	245,934.00			
263	Male	01/01/1970	142,260.00	258,358.87			
264	Female	28/06/1968	151,308.00	271,870.00			
265	Male	01/01/1964	167,037.00	225,384.00			
266	Male	01/01/1983	136,090.00	239,258.00			
267	Female	12/08/1984	146,784.00	220,733.00			
268	Female	16/01/1990	133,212.00	281,870.00			
269	Female	27/07/1985	167,037.00	239,258.00			
270	Male	01/01/1972	146,784.00	232,839.00			
271	Male	04/01/1989	142,260.00	271,870.00			
272	Female	09/07/1985	167,037.00	257,097.00			
273	Male	11/01/1975	167,037.00	252,876.00			
274	Male	31/03/1986	155,833.00	232,839.00			
275	Female	05/07/1986	142,260.00	232,839.00			
276	Male	27/02/1973	142,260.00	231,773.00			

277	Male	02/02/1969	139,915.00	226,667.00			
278	Male	01/01/1979	137,736.00	122,493.00			
279	Female	01/01/1991	64,499.00	311,839.00			
280	Female	11/01/1979	161,390.00	226,667.00			
281	Male	18/08/1982	137,736.00	219,243.00			
282	Female	01/01/1978	132,265.00	161,863.00			
283	Male	06/01/1983	90,484.00	232,839.00			
284	Female	01/01/1984	142,260.00	202,793.70			
285	Male	23/06/1978	128,034.00	125,472.00			
286	Female	26/08/1987	64,499.00	131,792.00			
287	Male	22/06/1977	69,012.00	293,302.00			
288	Female	12/02/1969	167,037.00	295,875.00			
289	Male	01/01/1970	158,317.00	284,501.00			
290	Female	11/09/1975	150,097.00	131,792.00			
291	Female	01/03/1990	73,525.00	142,251.00			
292	Male	27/08/1985	75,782.00	226,667.00			
293	Male	01/01/1988	137,736.00	125,966.00			
294	Female	07/04/1989	63,967.00	239,258.00			
295	Female	01/03/1986	146,784.00	219,243.00			
296	Male	13/04/1985	132,265.00	232,839.00			

297	Male	05/10/1980	142,260.00	131,792.00			
298	Male	28/01/1983	69,012.00	197,039.00			
299	Male	15/10/1980	112,984.00	239,258.00			
300	Male	11/04/1966	146,784.00	161,863.00			
301	Female	01/01/1977	90,484.00	313,811.00			
302	Female	14/01/1969	151,211.00	212,243.00			
303	Female	22/11/1986	127,116.00	116,865.00			
304	Male	02/08/1970	63,967.00	75,646.00			
305	Male	20/05/1985	36,677.00	75,161.00			
306	Male	02/01/1990	36,026.00	212,243.00			
307	Male	25/12/1975	127,116.00	128,571.00			
308	Female	11/06/1989	66,755.00	77,011.00			
309	Female	12/03/1983	36,963.00	98,398.00			
310	Female	01/01/1978	47,905.00	88,615.00			
311	Female	13/07/1983	45,941.00	258,358.87			
312	Male	11/01/1987	137,516.00	88,615.00			
313	Male	01/01/1988	45,941.00	71,672.00			
314	Female	06/06/1987	34,151.00	122,493.00			
315	Male	01/01/1989	64,499.00	131,792.00			
316	Male	06/01/1988	69,012.00	102,454.00			

317	Male	31/05/1987	54,423.00	89,615.00			
318	Female	21/07/1985	45,941.00	122,493.00			
319	Male	02/05/1988	64,499.00	70,028.00			
320	Female	02/03/1982	33,213.00	142,251.00			
321	Female	07/07/1985	75,782.00	269,891.00			
322	Male	29/05/1978	163,517.00	68,447.00			
323	Female	20/01/1988	32,276.00	170,011.00			
324	Male	01/01/1977	87,080.00	108,615.00			
325	Female	15/08/1973	45,941.00	287,548.00			
326	Male	04/05/1949	189,623.00	266,667.00			
327	Female	01/01/1969	137,736.00	302,767.00			
328	Female	15/02/1980	163,517.00	138,627.00			
329	Male	08/03/1988	73,525.00	187,045.00			
330	Female	26/03/1986	109,317.00	68,447.00			
331	Male	29/10/1990	32,276.00	128,571.00			
332	Male	01/08/1985	69,012.00	101,583.00			
333	Male	01/01/1988	52,187.00	245,934.00			
334	Female	24/03/1987	142,260.00	113,774.00			
335	Male	01/01/1980	57,328.00	79,171.00			
336	Male	27/02/1990	38,808.00	82,983.00			

337	Male	01/01/1976	39,873.00	150,143.00			
338	Male	01/06/1983	75,782.00	129,062.00			
339	Female	28/12/1984	62,004.00	202,197.00			
340	Male	02/05/1978	120,791.00	242,839.00			
341	Female	25/05/1981	137,736.00	202,197.00			
342	Female	23/10/1990	120,791.00	177,888.00			
343	Male	25/03/1994	101,667.00	209,363.00			
344	Male	19/03/1993	90,484.00	213,337.00			
345	Male	26/07/1988	128,440.00	202,197.00			
346	Female	26/09/1988	120,791.00	242,839.00			
347	Male	01/01/1989	137,736.00	177,888.00			
348	Male	01/01/1989	101,667.00	111,367.00			
349	Female	08/09/1983	56,114.00	183,497.00			
350	Male	14/08/1991	107,504.00	177,888.00			
351	Female	01/01/1985	101,667.00	128,571.00			
352	Male	01/01/1988	71,269.00	242,197.00			
353	Male	17/07/1985	120,791.00	307,097.00			
354	Male	11/10/1987	155,743.00	277,001.00			
355	Male	27/12/1962	150,097.00	177,888.00			
356	Female	19/09/1993	101,667.00	202,197.00			

357	Female	18/04/1985	120,791.00	226,667.00			
358	Male	07/08/1982	137,736.00	237,001.00			
359	Male	10/01/1983	150,097.00	237,001.00			
360	Male	01/05/1966	150,097.00	226,667.00			
361	Male	15/11/1976	137,736.00	90,028.00			
362	Female	21/12/1992	35,088.00	237,001.00			
363	Female	01/01/1974	150,097.00	237,001.00			
364	Male	10/08/1984	150,097.00	237,001.00			
365	Female	01/01/1975	150,097.00	202,197.00			
366	Male	20/08/1986	120,791.00	237,001.00			
367	Female	01/01/1968	150,097.00	242,839.00			
368	Male	31/10/1979	137,736.00	202,197.00			
369	Male	09/12/1991	120,791.00	232,839.00			
370	Female	24/08/1986	137,736.00	202,197.00			
371	Male	01/01/1986	120,791.00	177,888.00			
372	Female	27/09/1994	101,667.00	232,839.00			
373	Female	12/12/1978	137,736.00	163,897.80			
374	Female	12/03/1987	96,632.80	202,197.00			
375	Male	24/06/1989	120,791.00	187,888.00			
376	Female	28/08/1993	101,667.00	232,839.00			

377	Male	24/07/1985	137,736.00	242,839.00			
378	Female	05/01/1982	137,736.00	163,897.80			
379	Female	15/07/1991	96,632.80	237,001.00			
380	Male	24/09/1977	150,097.00	73,985.00			
381	Male	13/05/1990	35,612.00	108,774.00			
382	Female	01/01/1979	54,151.00	301,001.00			
383	Male	02/08/1974	150,097.00	177,888.00			
384	Female	23/12/1992	101,667.00	232,839.00			
385	Male	15/04/1986	142,260.00	264,339.00			
386	Male	14/01/1980	155,743.00	196,947.00			
387	Female	01/01/1981	116,966.00	206,947.00			
388	Female	10/09/1982	116,966.00	196,947.00			
389	Female	23/03/1982	116,966.00	177,888.00			
390	Female	10/03/1995	101,667.00	196,947.00			
391	Male	31/12/1978	116,966.00	122,493.00			
392	Male	10/03/1980	64,499.00	98,398.00			
393	Female	08/03/1978	47,905.00	98,398.00			
394	Female	23/09/1991	47,905.00	85,004.00			
395	Male	30/12/1965	43,069.00	98,398.00			
396	Male	04/10/1991	47,905.00	98,398.00			

397	Male	01/05/1973	47,905.00	196,947.00			
398	Male	01/01/1980	116,966.00	122,493.00			
399	Male	02/08/1970	64,499.00	257,097.00			
400	Male	18/02/1973	167,037.00	177,063.60			
401	Male	05/01/1983	106,569.60	226,667.00			
402	Female	01/01/1975	133,212.00	226,667.00			
403	Male	01/01/1986	133,212.00	206,947.00			
404	Male	05/01/1987	116,966.00	71,672.00			
405	Female	14/04/1988	36,026.00	97,475.00			
406	Female	24/01/1975	51,596.00	98,398.00			
407	Female	03/01/1981	47,905.00	108,774.00			
408	Male	06/04/1986	54,151.00				
409	Male	7/13/1991	56,114.00	266,667.00			
410	Female	01/01/1975	133,212.00	103,128.00			
411	Male	17/07/1994	51,046.00	121,381.87			
412	Female	10/11/1986	47,905.00	196,947.00			
413	Male	24/04/1984	116,966.00	98,398.00			
414	Female	04/08/1990	47,905.00	100,716.00			
415	Male	29/09/1985	51,046.00	98,398.00			
416	Male	02/03/1993	47,905.00	114,227.00			

417	Female	10/26/1995	59,985.00	191,899.00			
418	Male	12/04/1992	113,141.00	250,135.00			
419	Male	12/12/1965	155,743.00	196,947.00			
420	Male	31/03/1984	116,966.00	108,774.00			
421	Male	14/10/1986	54,151.00	177,888.00			
422	Male	24/09/1993	101,667.00	110,774.00			
423	Female	01/11/1987	54,151.00	191,899.00			
424	Female	26/08/1988	113,141.00	108,774.00			
425	Female	06/09/1991	54,151.00	191,899.00			
426	Male	19/06/1992	113,141.00	108,774.00			
427	Male	18/12/1990	54,151.00	131,492.00			
428	Male	05/05/1992	101,667.00	155,659.40			
429	Male	02/01/1993	90,512.80	177,888.00			
430	Male	20/01/1994	101,667.00	155,659.40			
431	Female	17/05/1989	90,512.80	177,888.00			
432	Male	27/02/1995	101,667.00	191,899.00			
433	Female	05/09/1993	113,141.00	177,888.00			
434	Male	25/06/1985	101,667.00	225,026.00			
435	Male	31/01/1987	124,163.00	297,097.00			
436	Female	01/01/1976	167,037.00	100,716.00			

437	Female	16/07/1985	51,046.00	300,805.00			
438	Male	01/01/1970	186,731.00	247,001.00			
439	Male	09/08/1972	150,097.00	108,774.00			
440	Female	27/07/1993	54,151.00	237,001.00			
441	Female	01/01/1966	150,097.00	257,097.00			
442	Male	06/03/1974	167,037.00	196,947.00			
443	Female	01/01/1988	116,966.00	237,001.00			
444	Female	01/01/1969	150,097.00	244,447.00			
445	Male	01/01/1973	116,966.00	237,001.00			
446	Male	12/05/1980	150,097.00	284,501.00			
447	Male	01/01/1971	150,097.00	257,097.00			
448	Male	01/01/1975	167,037.00	177,888.00			
449	Female	10/12/1994	101,667.00	217,888.00			
450	Female	14/01/1995	101,667.00	158,021.00			
451	Male	30/06/1976	87,080.00	125,472.00			
452	Male	12/01/1992	69,012.00	235,375.00			
453	Female	05/02/1974	132,316.00	285,934.00			
454	Female	01/01/1976	151,308.00	98,398.00			
455	Male	28/05/1988	47,905.00	241,748.00			
456	Male	01/01/1971	153,117.00	266,667.00			

457	Male	01/01/1984	133,212.00	125,472.00			
458	Male	03/06/1996	69,012.00	108,774.00			
459	Female	26/08/1992	54,151.00	128,571.00			
460	Male	09/11/1993	66,755.00	94,025.00			
461	Female	01/01/1992	47,905.00	245,934.00			
462	Male	15/02/1988	142,260.00	128,571.00			
463	Male	20/10/1983	66,755.00	182,643.00			
464	Male	19/07/1987	71,269.00	102,454.00			
465	Male	01/01/1981	54,423.00	289,248.00			
466	Female	13/03/1985	153,117.00	207,657.00			
467	Female	07/11/1987	124,616.00	505,581.00			
468	Male	20/04/1953	283,087.00	449,566.00			
469	Male	01/01/1969	243,055.00	590,244.20			
470	Male	28/02/1965	283,087.00	333,208.00			
471	Male	30/09/1974	184,318.00	86,926.00			
472	Male	17/10/1989	33,213.00	196,947.00			
473	Male	02/03/1990	116,966.00	258,358.87			
474	Female	8/28/1991	137,516.00	122,493.00			
475	Male	28/07/1994	66,755.00	197,039.00			
476	Male	14/12/1995	112,984.00	86,608.00			

477	Male	12/07/1992	44,528.00	215,026.00			
478	Female	19/02/1979	128,688.00	101,583.00			
479	Female	23/03/1990	52,187.00	119,629.00			
480	Male	12/12/1994	64,499.00	101,583.00			
481	Male	09/07/1996	52,187.00	116,583.00			
482	Male	16/08/1980	52,187.00	174,332.00			
483	Male	17/09/1990	100,696.00	101,583.00			
484	Male	04/10/1996	52,187.00	121,583.00			
485	Female	01/01/1991	52,187.00	116,876.00			
486	Male	08/10/1990	62,242.00	125,472.00			
487	Male	28/04/1991	66,755.00	116,876.00			
488	Male	23/03/1993	62,242.00	116,876.00			
489	Female	06/07/1994	62,242.00	108,774.00			
490	Male	01/05/1986	58,077.00	116,583.00			
491	Male	05/04/1989	52,187.00	116,583.00			
492	Male	20/06/1986	52,187.00	116,583.00			
493	Male	22/10/1990	52,187.00	225,384.00			
494	Male	24/03/1990	136,090.00	121,583.00			
495	Female	25/06/1986	52,187.00	215,026.00			
496	Female	12/08/1964	128,688.00	119,368.00			

497	Male	15/05/1987	50,224.00	119,368.00			
498	Female	18/03/1993	50,224.00	112,563.00			
499	Female	28/12/1986	50,224.00	65,465.00			
500	Male	01/01/1984	32,276.00	94,025.00			
501	Female	02/10/1978	47,905.00	65,465.00			
502	Female	09/12/1982	32,276.00	91,964.00			
503	Male	01/01/1977	46,334.00	65,465.00			
504	Male	07/06/1984	32,276.00	209,540.00			
505	Female	02/02/1962	119,636.00	197,045.00			
506	Male	15/09/1991	109,317.00	187,045.00			
507	Male	31/01/1987	109,317.00	257,040.00			
508	Male	14/11/1991	124,163.00	257,040.00			
509	Male	20/12/1978	124,163.00	249,540.00			
510	Male	26/12/1982	115,115.00	197,045.00			
511	Female	24/09/1987	109,317.00	187,045.00			
512	Male	01/01/1986	109,317.00	342,703.00			
513	Male	08/01/1977	183,977.00	94,025.00			
514	Male	01/01/1989	47,905.00	88,615.00			
515	Female	29/09/1986	45,941.00	84,679.00			
516	Female	28/12/1988	43,114.00	209,540.00			

517	Female	07/07/1976	124,163.00	84,679.00			
518	Male	22/09/1989	43,114.00	65,465.00			
519	Male	08/12/1975	32,276.00	94,025.00			
520	Male	10/04/1990	47,905.00	65,465.00			
521	Female	29/09/1976	32,276.00	94,025.00			
522	Male	07/07/1994	47,905.00	94,025.00			
523	Male	19/04/1996	47,905.00	94,025.00			
524	Male	06/10/1993	47,905.00	94,025.00			
525	Female	10/05/1996	47,905.00	68,465.00			
526	Female	18/02/1992	32,276.00	65,465.00			
527	Female	30/05/1985	32,276.00	97,025.00			
528	Male	19/01/1990	47,905.00	94,025.00			
529	Male	14/07/1992	47,905.00	65,465.00			
530	Female	25/05/1989	32,276.00	94,025.00			
531	Female	15/07/1997	47,905.00	94,025.00			
532	Female	24/02/1993	47,905.00	94,025.00			
533	Female	09/01/1990	47,905.00	94,025.00			
534	Male	16/10/1981	47,905.00	94,025.00			
535	Female	18/06/1997	47,905.00	94,025.00			
536	Male	03/01/1991	47,905.00	94,025.00			

537	Female	17/06/1996	47,905.00	84,679.00			
538	Female	07/03/1993	43,114.00	364,283.00			
539	Male	29/06/1978	231,487.00	502,081.00			
540	Male	21/09/1971	283,087.00	850,342.00			
541	Male	16/08/1970	487,871.00	82,825.00			
542	Male	25/01/1984	41,701.00	87,000.00			
543	Male	18/01/1955	186,731.00	364,805.00			
544	Female	16/01/1981	34,547.00	70,852.00			
545	Male	02/09/1994	43,193.00	89,984.00			
546	Male	05/08/1998	40,287.00	81,041.00			
547	Male	23/08/1993	40,287.00	81,041.00			
548	Female	23/12/1993	30,401.00	62,707.00			
549	Female	11/05/2000	40,287.00	81,041.00			
550	Female	05/03/2001	38,873.00	79,326.00			
551	Male	03/09/1996	38,873.00	79,326.00			
552	Male	23/05/1999	38,873.00	79,326.00			
553	Female	21/02/1986	97,842.00	173,573.00			
554	Male	08/02/1986	97,842.00	173,573.00			
555	Male	20/08/1982	97,842.00	173,573.00			
556	Male	15/10/1982	110,591.00	194,314.00			

557	Female	05/11/1995	97,842.00	173,573.00			
558	Male	13/06/1994	38,873.00	79,326.00			
559	Male	16/07/1999	38,873.00	79,326.00			
560	Male	02/02/1992	97,842.00	173,573.00			
561	Female	29/09/1984	97,842.00	173,573.00			
562	Male	01/01/1982	97,842.00	173,573.00			
563	Female	23/09/1965	110,591.00	194,314.00			
564	Female	26/01/1991	110,591.00	194,314.00			
565	Male	29/01/1989	110,591.00	194,314.00			
566	male	1/1/1983	57,729.00	114,227.00			
567	Male	8/23/1967	110,591.00	234,314.00			
568	Female	9/26/1988	57,729.00	114,227.00			

- e) **576Discounts:** The discounts offered and the methodology for their application are:
- i) The discounts offered are: [*Specify in detail each discount offered.*]
  - ii) The exact method of calculations to determine the net price after application of discounts is shown below: [*Specify in detail the method that shall be used to apply the discounts*];
- f) **Tender Validity Period:** Our Tender shall be valid for the period specified in TDS 19.1(as amended if applicable) from the date fixed for the Tender submission deadline (specified in TDS 23.1(as amended if applicable), and it shall remain binding upon us and may be accepted at any time before the expiration of that period;
- g) **Performance Security:** If our Tender is accepted, we commit to obtain a Performance Security in accordance with the tendering document;
- h) **One Tender Per Tenderer:** We are not submitting any other Tender (s) as an individual Tenderer, and we are not participating in any other Tender (s) as a Joint Venture member or as a subcontractor, and meet the requirements of ITT 4.3, other than alternative Tenders submitted in accordance with ITT 14;
- i) **Suspension and Debarment:** We, along with any of our subcontractors, suppliers, consultants, manufacturers, or insurance Providers for any part of the contract, are not subject to, and not controlled by any entity or individual that is subject to, a temporary suspension or a debarment imposed by the PPRA. Further, we are not in eligible under

Kenya's official regulations or pursuant to a decision of the United Nations Security Council;

- j) **State-owned enterprise or institution:** [select the appropriate option and delete the other] [We are not a state- owned enterprise or institution]/ [We are a state-owned enterprise or institution but meet the requirements of ITT 4.6];
- k) **Commissions, gratuities and fees:** We have paid, or will pay the following commissions, gratuities, or fees with respect to the Tendering process or execution of the Contract: [insert complete name of each Recipient, including Insurance Brokers, its full address, the reason for which each commission or gratuity was paid and the amount and currency of each such commission or gratuity,]

Name of Recipient	Address	Reason	Amount

(If none has been paid or is to be paid, indicate “none.”)

[Delete if not appropriate, or amend to suit] We confirm that we understand the provisions relating to Standstill Period as described in this tendering document and the Procurement Regulations.

- (m) **Binding Contract:** We understand that this Tender, together with your written acceptance thereof included in your Form of Acceptance, shall constitute a binding contract between us, until a formal contract is prepared and executed;
- (n) **Not Bound to Accept:** We understand that you are not bound to accept the lowest evaluated cost Tender, the Best Evaluated Tender or any other Tender that you may receive;
- (o) **Fraud and Corruption:** We here by certify that we have taken steps to ensure that no person acting for us or on our behalf engages in any type of Fraud and Corruption.
- (p) **Collusive practices:** We here by certify and confirm that the tender is genuine, non-collusive and made with the intention of accepting the contract if awarded. To this effect we have signed the “Certificate of Independent tender Determination” attached below; and
- (q) **Code of Ethical Conduct:** We under take to adhere by the Code of Ethics for Persons Participating in Public Procurement and Asset Disposal, copy available from (specify website) during the procurement process and the execution of any resulting contract.
- (r) We, the Tenderer, have completed fully and signed the following Forms as part of our Tender:
- (i) Tenderer's Eligibility; Confidential Business Questionnaire – to establish we are not in any conflict to interest.
  - (ii) Certificate of Independent Tender Determination – to declare that we completed the tender without colluding with other tenderers.
  - (iii) Self-Declaration of the Tenderer–to declare that we will, if awarded a contract, not engage in any form of fraud and corruption.
  - (iv) Declaration and commitment to the Code of Ethics for Persons Participating in Public Procurement and Asset Disposal.

Further, we confirm that we have read and understood the full content and scope of fraud and corruption as informed in “Appendix 1-Fraud and Corruption” attached to the Form of Tender.

Name of the Tenderer: \*[insert complete name of person signing the Tender]

Name of the person duly authorized to sign the Tender on behalf of the Tenderer: \*\*:..... [insert complete name of person duly authorized to sign the Tender]

Title of the person signing the Tender:..... [insert complete title of the person signing the

Tender ] Signature of the person named above :..... [insert signature of person whose name and capacity are shown above]

Date signed:..... [insert date of signing] day of [insert month], [insertyear].

## A. TENDERER'S ELIGIBILITY-CONFIDENTIAL BUSINESS QUESTIONNAIRE

### Instruction to Tenderer

Tender is instructed to complete the particulars required in this Form, *one form for each entity if Tender is a JV*. Tenderer is further reminded that it is an offence to give false information on this Form.

#### a) Tenderer's details

	ITEM	DESCRIPTION
1	Name of the Procuring Entity	
2	Reference Number of the Tender	
3	Date and Time of Tender Opening	
4	Name of the Tenderer	
5	Full Address and Contact Details of the Tenderer.	1. Country 2. City 3. Location 4. Building 5. Floor 6. Postal Address 7. Name and email of contact person.
6	Current Trade License Registration Number and Expiring date	
7	Name, country and full address ( <i>postal and physical addresses, email, and telephone number</i> ) of Registering Body/Agency	
8	Description of Nature of Business	
9	Maximum value of business which the Tenderer handles.	
10	If a Kenyan tenderer, he/she has provided a current tax clearance certificate or tax exemption certificate issued by the the Kenya Revenue Authority.	
11	State if Tenders Company is listed in stock exchange, give name and full address ( <i>postal and physical addresses, email, and telephone number</i> ) of state which stock exchange	

### General and Specific Details

(b) **Sole Proprietor, provide** the following details. Name in full \_\_\_\_ Age \_\_\_\_ Nationality \_\_\_\_ Country of Origin Citizenship \_\_\_\_\_

c) **Partnership**, provide the following details.

	<b>Names of Partners</b>	<b>Nationality</b>	<b>Citizenship</b>	<b>% Shares owned</b>
1				
2				
3				

d) **Registered Company**, provide the following details.

i) Private or public Company.....

ii) State the nominal and issued capital of the Company.....

Nominal Kenya Shillings (Equivalent).....

Issued Kenya Shillings (Equivalent).....

iii) Give details of Directors as follows.

	<b>Names of Director</b>	<b>Nationality</b>	<b>Citizenship</b>	<b>% Shares owned</b>
1				
2				
3				

e) **DISCLOSURE OF INTEREST-Interest of the Firm in the Procuring Entity.**

i) Are there any person/persons in..... (*Name of Procuring Entity*) who has/ have an interest or relationship in this firm? Yes/No.....

If yes, provide details as follows.

	<b>Names of Person</b>	<b>Designation in the Procuring Entity</b>	<b>Interest or Relationship with Tenderer</b>
1			
2			
3			

ii) **Conflict of interest disclosure**

	<b>Type of Conflict</b>	<b>Disclosure YES OR NO</b>	<b>If YES provide details of the relationship with Tenderer</b>
1	Tenderer is directly or indirectly controls, is controlled by or is under common control with another tenderer.		
2	Tenderer receives or has received any direct or indirect subsidy from another tenderer.		
3	Tenderer has the same legal representative as another tenderer		
4	Tender has a relationship with another tenderer, directly or through common third parties that puts it in a position to influence the tender of another tenderer, or influence the decisions of the Procuring Entity regarding this tendering process.		
5	Any of the Tenderer's affiliates participated as a consultant in the preparation of the design or technical specifications of the works that are the		

	Type of Conflict	Disclosure YES OR NO	If YES provide details of the relationship with Tenderer
	subject of the tender.		
6	Tenderer would be providing goods, works, non-consulting services or consulting services during implementation of the contract specified in this Tender Document.		
7	Tenderer has a close business or family relationship with a professional staff of the Procuring Entity who are directly or indirectly involved in the preparation of the Tender document or specifications of the Contract, and/or the Tender evaluation process of such contract.		
8	Tenderer has a close business or family relationship with a professional staff of the Procuring Entity who would be involved in the implementation or supervision of the Contract.		
9	Has the conflict stemming from such relationship stated in item 7 and 8 above been resolved in a manner acceptable to the Procuring Entity throughout the tendering process and execution of the Contract?		

**f) Certification**

On behalf of the Tenderer, I certify that the information given above is complete, current and accurate as at the date of submission.

Full Name \_\_\_\_\_

Title or \_\_\_\_\_

Designation \_\_\_\_\_

*(Signature)*

*(Date)*

## B. CERTIFICATE OF INDEPENDENT TENDER DETERMINATION

I, the undersigned, in submitting the accompanying Letter of Tender to the \_\_\_\_\_ [Name of Procuring Entity] for: \_\_\_\_\_ [Name and number of tender] in response to the request for tenders made by: \_\_\_\_\_ [Name of Tenderer] do hereby make the following statements that I certify to be true and complete in every respect:

I certify, on behalf of \_\_\_\_\_ [Name of Tenderer] that:

1. I have read and I understand the contents of this Certificate;
2. I understand that the Tender will be disqualified if this Certificate is found not to be true and complete in every respect;
3. I am the authorized representative of the Tenderer with authority to sign this Certificate, and to submit the Tender on behalf of the Tenderer;
4. For the purposes of this Certificate and the Tender, I understand that the word "competitor" shall include any individual or organization, other than the Tenderer, whether or not affiliated with the Tenderer, who:
  - a) Has been requested to submit a Tender in response to this request for tenders;
  - b) could potentially submit a tender in response to this request for tenders, based on their qualifications, abilities or experience;
5. The Tenderer discloses that [check one of the following, as applicable]:
  - a) The Tenderer has arrived at the Tender independently from, and without consultation, communication, agreement or arrangement with, any competitor;
  - b) The Tenderer has entered into consultations, communications, agreements or arrangements with one or more competitors regarding this request for tenders, and the Tenderer discloses, in the attached document (s), complete details thereof, including the names of the competitors and the nature of, and reasons for, such consultations, communications, agreements or arrangements;
6. In particular, without limiting the generality of paragraphs (5)(a) or (5)(b) above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
  - a) prices;
  - b) methods, factors or formulas used to calculate prices;
  - c) the intention or decision to submit, or not to submit, a tender; or
  - d) the submission of a tender which does not meet the specifications of the request for Tenders; except as specifically disclosed pursuant to paragraph (5)(b) above;
7. In addition, there has been no consultation, communication, agreement or arrangement with any competitor regarding the quality, quantity, specifications or delivery particulars of the works or services to which this request for tenders relates, except as specifically authorized by the procuring authority or as specifically disclosed pursuant to paragraph (5)(b) above;
8. The terms of the Tender have not been, and will not be, knowingly disclosed by the Tenderer, directly or indirectly, to any competitor, prior to the date and time of the official tender opening, or of the awarding of the Contract, whichever comes first, unless otherwise required by law or as specifically disclosed pursuant to paragraph (5)(b) above.

Name\_ Title \_\_\_\_\_ Date \_\_\_\_\_ [Name, title and signature of authorized agent of Tenderer and Date]

**SELF-DECLARATION FORMS**

**FORM SD1**

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

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

1. THAT I am the Company Secretary/ Chief Executive/ Managing Director /Principal Officer/Director of ..... (*Insert name of the Company*) who is a Bidder in respect of **Tender No.** ..... for..... (*Insert tender title/description*) for ..... (*Insert name of the Procuring entity*) and duly authorized and competent to make this statement.
2. THAT the aforesaid Bidder, its Directors and subcontractors have not been debarred from participating in procurement proceeding under Part IV of the Act.
3. THAT what is deponed to herein above is true to the best of my knowledge, information and belief.

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

Bidder Official Stamp



**DECLARATION AND COMMITMENT TO THE CODE OF ETHICS**

I, .....(person) on behalf of (*Name of the Business/ Company/ Firm*) ..... declare that I have read and fully understood the contents of the Public Procurement & Asset Disposal Act, 2015, Regulations and the Code of Ethics for persons participating in Public Procurement and Asset Disposal and my responsibilities under the Code.

I do hereby commit to abide by the provisions of the Code of Ethics for persons participating in Public Procurement and Asset Disposal.

Name of Authorized Signatory .....

Sign.....

Position.....

Office address..... Telephone..... E-mail .....

Name of the Firm/Company.....

Date .....

**(Company Seal/ Rubber Stamp where applicable)**

Witness Name .....

Sign .....

Date .....

## **D. APPENDIX 1-FRAUD AND CORRUPTION**

*(Appendix 1 shall not be modified)*

### **1. Purpose**

The Government of Kenya's Anti-Corruption and Economic Crime laws and their sanction's policies and procedures, Public Procurement and Asset Disposal Act (*no. 33 of 2015*) and its Regulation, and any other Kenya's Acts or Regulations related to Fraud and Corruption, and similar offences, shall apply with respect to Public Procurement Processes and Contracts that are governed by the laws of Kenya.

### **2. Requirements**

The Government of Kenya requires that all parties including Procuring Entities, Tenderers, (applicants/proposers), Consultants, Contractors and Suppliers; any Sub-contractors, Sub-consultants, Service providers or Suppliers; any Agents(whether declared or not); and any of their Personnel, involved and engaged in procurement under Kenya's Laws and Regulation, observe the highest standard of ethics during the procurement process, selection and contract execution of all contracts, and refrain from Fraud and Corruption and fully comply with Kenya's laws and Regulations as per paragraphs 1.1 above.

Kenya's public procurement and asset disposal act (*no. 33 of 2015*) under Section 66 describes rules to be followed and actions to be taken in dealing with Corrupt, Coercive, Obstructive, Collusive or Fraudulent practices, and Conflicts of Interest in procurement including consequences for offences committed. A few of the provisions noted below highlight Kenya's policy of no tolerance for such practices and behavior:

- i) A person to whom this Act applies shall not be involved in any corrupt, coercive, obstructive, collusive or fraudulent practice; or conflicts of interest in any procurement or asset disposal proceeding;
- ii) A person referred to under subsection (1) who contravenes the provisions of that sub-section commits an offence;
- iii) Without limiting the generality of the subsection (1) and (2), the person shall be: -
  - a) disqualified from entering into a contract for a procurement or asset disposal proceeding; or
  - b) if a contract has already been entered into with the person, the contract shall be voidable;
- iv) The voiding of a contract by the procuring entity under subsection (7) does not limit any legal remedy the procuring entity may have;
- v) An employee or agent of the procuring entity or a member of the Board or committee of the procuring entity who has a conflict of interest with respect to a procurement—
  - a) Shall not take part in the procurement proceedings;
  - b) shall not, after a procurement contract has been entered into, take part in any decision relating to the procurement or contract; and
  - c) shall not be a subcontractor for the tenderer to whom was awarded contract, or a member of the group of tenderers of whom the contract was awarded, but the subcontractor appointed shall meet all the requirements of this Act.
- vi) An employee, agent or member described in subsection (1) who refrains from doing anything prohibited under that subsection, but for that subsection, would have been within his or her duties shall disclose the conflict of interest to the procuring entity;
- vii) If a person contravenes subsection (1) with respect to a conflict of interest described in subsection (5)(a) and the contract is awarded to the person or his relative or to another person in whom one of them had a direct or indirect pecuniary interest, the contract shall be terminated and all costs incurred by the public entity shall be made good by the awarding officer. Etc.

Incompliance with Kenya's laws, regulations and policies mentioned above, the Procuring Entity:

- a) Defines broadly, for the purposes of the above provisions, the terms set forth below as follows:
- i) “corrupt practice” is the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party;
  - ii) “fraudulent practice” is any act or omission, including misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain financial or other benefit or to avoid an obligation;
  - iii) “collusive practice” is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party;
  - iv) “coercive practice” is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party;
  - v) “obstructive practice” is:
    - Deliberately destroying, falsifying, altering, or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede investigation by Public Procurement Regulatory Authority (PPRA) or any other appropriate authority appointed by Government of Kenya into allegations of a corrupt, fraudulent, coercive, or collusive practice; and/ or threatening, harassing, or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation; or
    - acts intended to materially impede the exercise of the PPRA's or the appointed authority's inspection and audit rights provided for under paragraph 2.3e. below.
- b) Defines more specifically, in accordance with the above procurement Act provisions set forth for fraudulent and collusive practices as follows:
- "fraudulent practice" includes a misrepresentation of fact in order to influence a procurement or disposal process or the exercise of a contract to the detriment of the procuring entity or the tenderer or the contractor, and includes collusive practices amongst tenderers prior to or after tender submission designed to establish tender prices at artificial non-competitive levels and to deprive the procuring entity of the benefits of free and open competition.
- c) Rejects a proposal for award<sup>1</sup> of a contract if PPR A determines that the firm or individual recommended for award, any of its personnel, or its agents, or its sub-consultants, sub-contractors, service providers, suppliers and/ or their employees, has, directly or indirectly, engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices in competing for the contract in question;
  - d) Pursuant to the Kenya's above stated Acts and Regulations, may sanction or debar or recommend to appropriate authority (I e s) for sanctioning and debarment of a firm or individual, as applicable under the Acts and Regulations;
  - e) Requires that a clause be included in Tender documents and Request for Proposal documents requiring (i) Tenderers (applicants/proposers), Consultants, Contractors, and Suppliers, and their Sub-contractors, Sub-consultants, Service providers, Suppliers, Agents personnel, permit the PPRA or any other appropriate authority appointed by Government of Kenya to inspect<sup>2</sup> all accounts, records and other documents relating to the procurement process, selection and/or contract execution, and to have them audited by auditors appointed by the PPRA or any other appropriate authority appointed by Government of Kenya; and
  - f) Pursuant to Section 62 of the above Act, requires Applicants/Tenderers to submit along with their Applications/Tenders/Proposals a “Self-Declaration Form” as included in the procurement document declaring that they and all parties involved in the procurement process and contract execution have not engaged/will not engage in any corrupt or fraudulent practices.

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<sup>1</sup> For the avoidance of doubt, a party's ineligibility to be awarded a contract shall include, without limitation, (i) applying for pre-qualification, expressing interest in a consultancy, and tendering, either directly or as a nominated sub-contractor, nominated consultant, nominated manufacturer or supplier, or nominated service provider, in respect of such contract, and (ii) entering into an addendum or amendment introducing a material modification to any existing contract.

<sup>2</sup> Inspections in this context usually are investigative (i.e., forensic) in nature. They involve fact-finding activities undertaken by the Investigating Authority or persons appointed by the Procuring Entity to address specific matters related to investigations/audits, such as evaluating the veracity of an allegation of possible Fraud and Corruption, through the appropriate mechanisms. Such activity includes but is not limited to: accessing and examining a firm's or individual's financial records and information, and making copies thereof as relevant; accessing and examining any other documents, data and information (whether in hard copy or electronic format) deemed relevant for the investigation/audit, and making copies thereof as relevant; interviewing staff and other relevant individuals; performing physical inspections and site visits; and obtaining third party verification of information.

## SCHEDULE OF PRICES FORM

*[The Procuring Entity shall fill in these Forms to indicate the List of Insurance Services required by the Procuring Entity [Columns 1-4 and the Tenderer shall complete columns 5-7 as his /her Tender].*

1	2	3		4	5	6	7		
S/N	Pay Roll	Description of item to be insured		Value of item to be insured		Insurance period (year)	Insurance premium per specified period (Tender Price)	Price discount (if any)	Total Tender Price for Insurance Service (col. 5-6)
		Gender	Date of birth.	Monthly basic salary	Monthly gross salary				
1	0001	Male	31/12/1959	283,087.00	458,081.00	1			
2	0002	Male	31/12/1956	283,087.00	458,081.00	1			
3	0005	Male	10/06/1958	283,087.00	458,081.00	1			
4	0006	Male	11/01/1967	225,093.00	438,859.00	1			
5	0017	Female	31/08/1981	90,484.00	160,863.00	1			
6	0019	Female	30/12/1965	39,776.00	78,936.00	1			
7	0021	Male	04/04/1966	48,768.00	92,870.00	1			
8	0031	Male	06/12/1973	186,501.00	347,606.00	1			
9	0032	Male	02/07/1973	168,717.00	262,437.00	1			

10	0035	Male	01/01/1962	117,716.00	218,668.00	1			
11	0036	Female	04/06/1969	139,915.00	231,773.00	1			
12	0038	Male	05/05/1962	160,357.00	260,096.00	1			
13	0039	Male	04/08/1982	50,182.00	102,454.00	1			
14	0040	Male	21/12/1979	183,977.00	342,703.00	1			
15	0042	Male	19/03/1981	183,977.00	279,703.00	1			
16	0044	Male	02/02/1971	44,528.00	86,608.00	1			
17	0045	Male	26/06/1969	44,528.00	89,608.00	1			
18	0046	Male	29/11/1983	44,528.00	86,608.00	1			
19	0048	Male	27/02/1968	38,808.00	79,171.00	1			
20	0049	Female	20/08/1959	160,357.00	260,096.00	1			
21	0055	Female	10/02/1981	90,484.00	160,863.00	1			
22	0056	Male	07/10/1978	225,093.00	438,859.00	1			

23	0057	Female	28/12/1972	66,755.00	124,493.00	1			
24	0061	Male	01/10/1966	216,749.00	392,675.00	1			
25	0062	Male	11/02/1982	44,528.00	89,608.00	1			
26	0063	Male	15/09/1958	225,093.00	354,114.00	1			
27	0067	Female	10/10/1978	167,037.00	279,703.00	1			
28	0068	Female	29/11/1982	138,462.00	297,106.00	1			
29	0069	Female	27/01/1984	56,114.00	111,367.00	1			
30	0070	Female	30/12/1975	139,915.00	231,773.00	1			
31	0073	Male	17/08/1978	199,518.00	382,434.00	1			
32	0076	Male	22/06/1978	160,357.00	324,096.00	1			
33	0077	Female	25/04/1981	66,755.00	125,472.00	1			
34	0078	Male	10/02/1981	142,260.00	232,839.00	1			
35	0081	Female	01/11/1983	59,985.00	114,227.00	1			

36	0082	Female	29/12/1984	56,114.00	111,367.00	1			
37	0085	Male	12/06/1958	231,487.00	428,283.00	1			
38	0089	Male	17/06/1978	66,755.00	125,472.00	1			
39	0095	Male	26/12/1985	47,355.00	90,701.00	1			
40	0097	Female	02/12/1979	56,114.00	111,367.00	1			
41	0098	Male	24/12/1968	52,616.00	105,634.00	1			
42	0099	Male	31/12/1974	263,071.00	463,693.00	1			
43	0100	Male	19/12/1976	142,260.00	232,839.00	1			
44	0102	Female	17/02/1985	56,114.00	111,367.00	1			
45	0103	Female	24/10/1984	87,080.00	170,011.00	1			
46	0107	Male	13/12/1983	114,312.00	193,410.00	1			
47	0108	Female	28/04/1986	36,026.00	75,161.00	1			
48	0109	Female	21/03/1979	47,355.00	91,701.00	1			

49	0110	Female	30/08/1987	36,026.00	75,161.00	1			
50	0114	Male	16/08/1985	66,755.00	125,472.00	1			
51	0115	Male	24/09/1969	163,517.00	302,767.00	1			
52	0120	Female	05/09/1980	87,080.00	173,011.00	1			
53	0122	Male	11/02/1985	47,905.00	96,168.00	1			
54	0134	Male	09/02/1988	58,077.00	114,062.00	1			
55	0136	Female	26/03/1986	56,114.00	111,367.00	1			
56	0137	Male	12/12/1970	78,039.00	138,627.00	1			
57	0139	Male	21/07/1985	80,295.00	142,251.00	1			
58	0141	Male	16/10/1981	142,260.00	232,839.00	1			
59	0142	Female	14/01/1987	75,782.00	142,251.00	1			
60	0143	Male	05/03/1978	87,080.00	170,011.00	1			
61	0146	Male	12/12/1978	78,039.00	138,627.00	1			

62	0147	Female	10/02/1983	78,039.00	138,627.00	1			
63	0148	Female	12/05/1979	142,716.00	241,748.00	1			
64	0149	Male	02/10/1972	75,782.00	142,251.00	1			
65	0155	Male	24/04/1978	56,114.00	111,367.00	1			
66	0156	Male	13/08/1978	160,357.00	270,096.00	1			
67	0157	Male	22/10/1981	218,699.00	344,336.00	1			
68	0160	Male	03/08/1970	160,357.00	260,096.00	1			
69	0161	Male	25/10/1973	160,357.00	260,096.00	1			
70	0162	Female	19/01/1976	60,470.00	114,170.00	1			
71	0166	Male	10/08/1960	229,710.00	433,066.00	1			
72	0169	Female	02/02/1982	160,357.00	260,096.00	1			
73	0170	Female	21/03/1980	75,782.00	157,251.00	1			
74	0174	Male	17/07/1968	160,357.00	260,096.00	1			

75	0176	Male	09/11/1959	189,623.00	351,848.00	1			
76	0178	Female	09/03/1965	172,683.00	279,703.00	1			
77	0179	Male	29/04/1983	151,308.00	293,434.00	1			
78	0181	Male	01/01/1978	172,683.00	287,848.00	1			
79	0182	Male	11/02/1974	128,285.00	208,554.00	1			
80	0183	Female	20/12/1965	206,563.00	314,293.00	1			
81	0184	Male	01/01/1971	160,357.00	260,096.00	1			
82	0187	Male	24/01/1977	160,357.00	260,096.00	1			
83	0188	Male	01/01/1971	160,357.00	260,096.00	1			
84	0189	Male	01/01/1974	178,330.00	287,848.00	1			
85	0190	Male	01/01/1976	139,915.00	231,473.00	1			
86	0191	Male	19/03/1983	205,912.00	389,894.00	1			
87	0192	Female	25/09/1961	205,912.00	325,894.00	1			

88	0194	Male	20/09/1979	212,306.00	334,934.00	1			
89	0198	Female	07/02/1979	51,046.00	100,716.00	1			
90	0199	Female	22/02/1979	44,528.00	86,608.00	1			
91	0202	Female	22/02/1979	54,151.00	108,774.00	1			
92	0204	Female	25/07/1985	49,475.00	104,005.19	1			
93	0205	Female	24/04/1978	56,114.00	158,867.00	1			
94	0212	Female	15/11/1974	36,026.00	75,161.00	1			
95	0213	Male	13/07/1982	38,808.00	81,040.00	1			
96	0218	Female	01/04/1988	58,077.00	114,062.00	1			
97	0220	Male	01/01/1986	56,114.00	111,367.00	1			
98	0229	Female	14/06/1988	36,963.00	77,011.00	1			
99	0231	Male	18/01/1974	223,038.00	433,066.00	1			
100	0232	Male	17/11/1975	160,357.00	260,096.00	1			

101	0233	Male	01/01/1979	178,330.00	287,848.00	1			
102	0235	Female	17/12/1986	66,755.00	128,571.00	1			
103	0236	Male	05/06/1961	139,915.00	231,773.00	1			
104	0237	Female	02/10/1967	212,306.00	398,934.00	1			
105	0238	Female	30/12/1966	189,623.00	287,848.00	1			
106	0239	Male	01/01/1972	160,357.00	270,096.00	1			
107	0240	Male	01/01/1972	283,087.00	458,081.00	1			
108	0241	Female	01/01/1968	160,357.00	260,096.00	1			
109	0242	Male	11/12/1979	167,037.00	287,848.00	1			
110	0244	Female	24/12/1969	178,330.00	287,848.00	1			
111	0245	Female	10/01/1967	178,330.00	287,848.00	1			
112	0250	Female	09/07/1973	256,399.00	470,869.00	1			
113	0255	Male	14/09/1983	160,357.00	270,096.00	1			

114	0256	Male	01/01/1957	283,087.00	458,081.00	1			
115	0257	Female	16/11/1982	52,616.00	105,634.00	1			
116	0263	Female	24/08/1969	43,069.00	89,293.00	1			
117	0266	Female	01/01/1972	45,941.00	88,615.00	1			
118	0267	Male	02/05/1970	36,677.00	75,646.00	1			
119	0270	Female	09/03/1972	249,727.00	522,693.00	1			
120	0271	Male	02/08/1980	155,833.00	252,876.00	1			
121	0272	Female	01/01/1962	151,308.00	245,934.00	1			
122	0273	Male	14/10/1965	155,833.00	252,876.00	1			
123	0275	Female	17/05/1983	42,004.00	87,107.00	1			
124	0285	Male	30/01/1991	36,026.00	75,161.00	1			
125	0287	Female	19/09/1984	36,026.00	75,161.00	1			
126	0288	Female	31/12/1972	36,026.00	75,161.00	1			

127	0288	Female	12/31/1972	36,026.00	86,040.00	1			
128	0289	Male	01/02/1967	40,938.00	108,774.00	1			
129	0290	Female	30/05/1983	54,151.00	77,011.00	1			
130	0292	Female	22/12/1986	38,838.00	269,891.00	1			
131	0293	Female	31/12/1977	163,517.00	128,571.00	1			
132	0294	Female	30/12/1984	66,755.00	131,792.00	1			
133	0296	Female	27/10/1980	69,012.00	71,672.00	1			
134	0298	Male	17/12/1970	36,026.00	249,258.00	1			
135	0300	Male	31/07/1965	146,784.00	187,045.00	1			
136	0301	Female	04/05/1987	109,317.00	319,370.00	1			
137	0302	Male	01/01/1979	167,037.00	116,865.00	1			
138	0303	Female	13/09/1987	58,077.00	108,774.00	1			
139	0304	Female	06/04/1989	54,151.00	97,475.00	1			

140	0307	Male	14/07/1977	51,596.00	114,062.00	1			
141	0308	Female	09/05/1987	58,077.00	110,954.00	1			
142	0309	Female	28/10/1989	55,758.00	87,679.00	1			
143	0310	Male	23/02/1973	43,114.00	255,267.00	1			
144	0311	Female	21/03/1983	153,117.00	311,463.09	1			
145	0313	Female	21/07/1964	180,337.00	122,813.00	1			
146	0315	Male	09/09/1983	62,004.00	108,774.00	1			
147	0316	Female	01/01/1992	54,151.00	187,045.00	1			
148	0317	Female	01/01/1986	109,317.00	125,472.00	1			
149	0318	Male	01/01/1986	66,755.00	108,242.00	1			
150	0319	Male	31/12/1976	54,187.00	170,011.00	1			
151	0320	Male	07/05/1988	87,080.00	340,576.00	1			
152	0322	Female	27/11/1965	180,337.00	88,615.00	1			

153	0323	Female	01/01/1984	45,941.00	111,367.00	1			
154	0324	Female	31/08/1986	56,114.00	183,497.00	1			
155	0325	Male	01/01/1987	107,504.00	207,212.00	1			
156	0326	Female	26/12/1988	112,964.00	325,894.00	1			
157	0327	Female	01/01/1969	193,124.00	220,733.00	1			
158	0329	Female	01/01/1980	128,688.00	245,934.00	1			
159	0333	Male	19/07/1972	151,308.00	325,894.00	1			
160	0334	Female	29/08/1968	205,912.00	279,703.00	1			
161	0336	Female	01/01/1973	172,683.00	260,096.00	1			
162	0337	Male	01/01/1979	160,357.00	111,367.00	1			
163	0338	Female	22/11/1987	56,114.00	271,870.00	1			
164	0341	Female	03/02/1985	167,037.00	117,227.00	1			
165	0342	Female	26/11/1982	59,985.00	271,870.00	1			

166	0344	Male	01/12/1974	167,037.00	334,934.00	1			
167	0345	Male	17/12/1976	212,306.00	111,367.00	1			
168	0346	Male	04/04/1984	56,114.00	334,934.00	1			
169	0348	Male	25/03/1980	199,518.00	288,974.00	1			
170	0351	Male	19/04/1977	155,833.00	357,076.00	1			
171	0352	Male	14/06/1982	180,337.00	279,703.00	1			
172	0353	Male	27/11/1979	172,683.00	260,096.00	1			
173	0355	Female	01/10/1978	160,357.00	226,667.00	1			
174	0356	Female	12/09/1988	137,736.00	281,870.00	1			
175	0357	Female	01/01/1972	167,037.00	271,870.00	1			
176	0358	Male	27/12/1968	167,037.00	131,792.00	1			
177	0359	Male	05/05/1985	69,012.00	340,782.00	1			
178	0361	Female	25/12/1970	180,452.00	170,011.00	1			

179	0362	Male	13/06/1983	87,080.00	375,348.00	1			
180	0363	Male	23/12/1974	178,330.00	213,337.00	1			
181	0366	Male	01/01/1984	128,440.00	125,472.00	1			
182	0367	Female	23/06/1985	66,755.00	75,161.00	1			
183	0368	Female	28/07/1969	35,088.00	260,096.00	1			
184	0369	Male	16/01/1980	160,357.00	256,425.00	1			
185	0370	Male	01/01/1982	134,212.00	264,339.00	1			
186	0371	Male	01/01/1975	161,390.00	116,865.00	1			
187	0372	Male	08/07/1989	58,077.00	111,367.00	1			
188	0374	Female	24/08/1988	56,114.00	122,493.00	1			
189	0375	Male	01/01/1988	64,499.00	257,097.00	1			
190	0376	Female	17/05/1978	167,037.00	279,703.00	1			
191	0377	Male	01/01/1976	172,683.00	237,001.00	1			

192	0378	Male	02/12/1981	150,097.00	144,245.00	1			
193	0379	Male	18/12/1982	71,820.00	317,200.00	1			
194	0380	Male	25/09/1969	199,518.00	108,774.00	1			
195	0381	Female	27/03/1988	54,151.00	310,894.00	1			
196	0382	Female	01/01/1964	193,124.00	293,076.00	1			
197	0383	Male	21/02/1975	180,337.00	125,472.00	1			
198	0384	Female	05/11/1984	66,755.00	333,208.00	1			
199	0385	Male	15/02/1968	184,318.00	146,021.00	1			
200	0387	Male	22/08/1973	82,552.00	260,096.00	1			
201	0390	Male	21/10/1983	160,357.00	119,780.00	1			
202	0391	Male	03/07/1981	60,040.00	260,096.00	1			
203	0392	Male	11/03/1978	151,308.00	304,597.00	1			
204	0394	Male	01/01/1968	167,037.00	125,472.00	1			

205	0395	Male	10/01/1984	66,755.00	197,045.00	1			
206	0398	Female	01/01/1987	109,317.00	374,859.00	1			
207	0399	Male	01/01/1958	225,093.00	364,805.00	1			
208	0400	Female	04/08/1974	186,731.00	111,367.00	1			
209	0401	Female	30/10/1985	56,114.00	245,934.00	1			
210	0404	Male	15/04/1962	151,308.00	174,332.00	1			
211	0405	Female	17/03/1980	90,484.00	319,370.00	1			
212	0406	Female	31/12/1982	167,037.00	245,934.00	1			
213	0407	Male	15/07/1978	151,308.00	114,367.00	1			
214	0408	Female	17/06/1980	56,114.00	277,644.00	1			
215	0409	Male	01/01/1964	179,118.00	242,986.00	1			
216	0410	Male	21/06/1959	146,961.00	128,571.00	1			
217	0411	Female	30/04/1988	69,012.00	419,054.00	1			

218	0412	Male	22/08/1978	236,382.00	279,703.00	1			
219	0416	Female	01/01/1966	172,683.00	245,934.00	1			
220	0417	Male	22/06/1976	151,308.00	245,934.00	1			
221	0420	Female	01/01/1977	151,308.00	319,703.00	1			
222	0422	Male	23/06/1973	172,683.00	300,096.00	1			
223	0423	Male	01/01/1972	160,357.00	304,339.00	1			
224	0424	Male	07/01/1974	161,390.00	364,700.00	1			
225	0427	Female	01/01/1970	199,518.00	322,188.91	1			
226	0428	Female	30/04/1967	180,337.00	85,004.00	1			
227	0431	Male	11/6/1987	36,026.00	125,966.00	1			
228	0432	Male	27/02/1982	40,938.00	244,048.00	1			
229	0434	Male	01/01/1988	63,967.00	125,966.00	1			
230	0443	Female	02/06/1985	125,713.00	229,048.00	1			

231	0444	Male	01/01/1989	63,967.00	417,160.80	1			
232	0445	Female	30/08/1987	125,713.00	381,200.00	1			
233	0446	Female	04/09/1979	231,487.00	105,634.00	1			
234	0447	Male	17/12/1975	199,518.00	158,021.00	1			
235	0449	Female	01/01/1981	55,758.00	311,839.00	1			
236	0451	Male	21/01/1984	87,080.00	396,498.00	1			
237	0452	Male	01/01/1977	172,683.00	245,934.00	1			
238	0454	Male	01/01/1965	249,727.00	444,780.00	1			
239	0455	Male	17/08/1976	151,308.00	158,021.00	1			
240	0457	Male	08/09/1962	276,415.00	128,571.00	1			
241	0458	Male	19/11/1982	87,080.00	158,021.00	1			
242	0459	Male	01/01/1969	66,755.00	202,197.00	1			
243	0461	Female	09/08/1978	87,080.00	163,897.80	1			

244	0462	Male	03/05/1984	120,791.00	158,021.00	1			
245	0463	Male	02/05/1988	96,632.80	364,283.00	1			
246	0465	Male	19/04/1984	87,080.00	252,876.00	1			
247	0466	Male	08/05/1970	231,487.00	220,733.00	1			
248	0467	Male	23/03/1981	155,833.00	191,899.00	1			
249	0470	Female	05/02/1990	133,212.00	239,258.00	1			
250	0471	Female	24/11/1989	113,141.00	226,667.00	1			
251	0472	Male	01/01/1966	146,784.00	293,434.00	1			
252	0473	Female	30/08/1987	137,736.00	186,748.40	1			
253	0474	Male	02/11/1983	151,308.00	257,097.00	1			
254	0475	Male	25/07/1982	113,808.00	191,883.60	1			
255	0476	Female	30/08/1987	161,390.00	239,258.00	1			
256	0477	Male	17/06/1977	117,427.20	371,841.00	1			

257	0478	Male	15/11/1984	146,784.00	252,876.00	1			
258	0480	Male	23/02/1981	193,124.00	260,096.00	1			
259	0481	Male	23/01/1981	155,833.00	257,097.00	1			
260	0482	Male	17/07/1976	151,308.00	239,258.00	1			
261	0483	Male	14/04/1981	161,390.00	232,839.00	1			
262	0484	Male	17/04/1984	146,784.00	245,934.00	1			
263	0485	Male	01/01/1970	142,260.00	258,358.87	1			
264	0486	Female	28/06/1968	151,308.00	271,870.00	1			
265	0488	Male	01/01/1964	167,037.00	225,384.00	1			
266	0489	Male	01/01/1983	136,090.00	239,258.00	1			
267	0490	Female	12/08/1984	146,784.00	220,733.00	1			
268	0491	Female	16/01/1990	133,212.00	281,870.00	1			
269	0492	Female	27/07/1985	167,037.00	239,258.00	1			

270	0493	Male	01/01/1972	146,784.00	232,839.00	1			
271	0494	Male	04/01/1989	142,260.00	271,870.00	1			
272	0495	Female	09/07/1985	167,037.00	257,097.00	1			
273	0496	Male	11/01/1975	167,037.00	252,876.00	1			
274	0497	Male	31/03/1986	155,833.00	232,839.00	1			
275	0499	Female	05/07/1986	142,260.00	232,839.00	1			
276	0500	Male	27/02/1973	142,260.00	231,773.00	1			
277	0501	Male	02/02/1969	139,915.00	226,667.00	1			
278	0502	Male	01/01/1979	137,736.00	122,493.00	1			
279	0503	Female	01/01/1991	64,499.00	311,839.00	1			
280	0504	Female	11/01/1979	161,390.00	226,667.00	1			
281	0505	Male	18/08/1982	137,736.00	219,243.00	1			
282	0506	Female	01/01/1978	132,265.00	161,863.00	1			

283	0507	Male	06/01/1983	90,484.00	232,839.00	1			
284	0509	Female	01/01/1984	142,260.00	202,793.70	1			
285	0510	Male	23/06/1978	128,034.00	125,472.00	1			
286	0511	Female	26/08/1987	64,499.00	131,792.00	1			
287	0512	Male	22/06/1977	69,012.00	293,302.00	1			
288	0513	Female	12/02/1969	167,037.00	295,875.00	1			
289	0514	Male	01/01/1970	158,317.00	284,501.00	1			
290	0515	Female	11/09/1975	150,097.00	131,792.00	1			
291	0517	Female	01/03/1990	73,525.00	142,251.00	1			
292	0518	Male	27/08/1985	75,782.00	226,667.00	1			
293	0519	Male	01/01/1988	137,736.00	125,966.00	1			
294	0520	Female	07/04/1989	63,967.00	239,258.00	1			
295	0521	Female	01/03/1986	146,784.00	219,243.00	1			

296	0522	Male	13/04/1985	132,265.00	232,839.00	1			
297	0523	Male	05/10/1980	142,260.00	131,792.00	1			
298	0525	Male	28/01/1983	69,012.00	197,039.00	1			
299	0526	Male	15/10/1980	112,984.00	239,258.00	1			
300	0527	Male	11/04/1966	146,784.00	161,863.00	1			
301	0528	Female	01/01/1977	90,484.00	313,811.00	1			
302	0529	Female	14/01/1969	151,211.00	212,243.00	1			
303	0530	Female	22/11/1986	127,116.00	116,865.00	1			
304	0531	Male	02/08/1970	63,967.00	75,646.00	1			
305	0533	Male	20/05/1985	36,677.00	75,161.00	1			
306	0535	Male	02/01/1990	36,026.00	212,243.00	1			
307	0539	Male	25/12/1975	127,116.00	128,571.00	1			
308	0540	Female	11/06/1989	66,755.00	77,011.00	1			

309	0541	Female	12/03/1983	36,963.00	98,398.00	1			
310	0542	Female	01/01/1978	47,905.00	88,615.00	1			
311	0543	Female	13/07/1983	45,941.00	258,358.87	1			
312	0544	Male	11/01/1987	137,516.00	88,615.00	1			
313	0545	Male	01/01/1988	45,941.00	71,672.00	1			
314	0546	Female	06/06/1987	34,151.00	122,493.00	1			
315	0547	Male	01/01/1989	64,499.00	131,792.00	1			
316	0548	Male	06/01/1988	69,012.00	102,454.00	1			
317	0549	Male	31/05/1987	54,423.00	89,615.00	1			
318	0550	Female	21/07/1985	45,941.00	122,493.00	1			
319	0551	Male	02/05/1988	64,499.00	70,028.00	1			
320	0552	Female	02/03/1982	33,213.00	142,251.00	1			
321	0553	Female	07/07/1985	75,782.00	269,891.00	1			

322	0555	Male	29/05/1978	163,517.00	68,447.00	1			
323	0556	Female	20/01/1988	32,276.00	170,011.00	1			
324	0559	Male	01/01/1977	87,080.00	108,615.00	1			
325	0560	Female	15/08/1973	45,941.00	287,548.00	1			
326	0561	Male	04/05/1949	189,623.00	266,667.00	1			
327	0562	Female	01/01/1969	137,736.00	302,767.00	1			
328	0563	Female	15/02/1980	163,517.00	138,627.00	1			
329	0566	Male	08/03/1988	73,525.00	187,045.00	1			
330	0567	Female	26/03/1986	109,317.00	68,447.00	1			
331	0571	Male	29/10/1990	32,276.00	128,571.00	1			
332	0576	Male	01/08/1985	69,012.00	101,583.00	1			
333	0577	Male	01/01/1988	52,187.00	245,934.00	1			
334	0578	Female	24/03/1987	142,260.00	113,774.00	1			

335	0579	Male	01/01/1980	57,328.00	79,171.00	1			
336	0628	Male	27/02/1990	38,808.00	82,983.00	1			
337	0629	Male	01/01/1976	39,873.00	150,143.00	1			
338	0632	Male	01/06/1983	75,782.00	129,062.00	1			
339	0637	Female	28/12/1984	62,004.00	202,197.00	1			
340	0638	Male	02/05/1978	120,791.00	242,839.00	1			
341	0642	Female	25/05/1981	137,736.00	202,197.00	1			
342	0644	Female	23/10/1990	120,791.00	177,888.00	1			
343	0645	Male	25/03/1994	101,667.00	209,363.00	1			
344	0646	Male	19/03/1993	90,484.00	213,337.00	1			
345	0647	Male	26/07/1988	128,440.00	202,197.00	1			
346	0648	Female	26/09/1988	120,791.00	242,839.00	1			
347	0649	Male	01/01/1989	137,736.00	177,888.00	1			

348	0650	Male	01/01/1989	101,667.00	111,367.00	1			
349	0654	Female	08/09/1983	56,114.00	183,497.00	1			
350	0655	Male	14/08/1991	107,504.00	177,888.00	1			
351	0656	Female	01/01/1985	101,667.00	128,571.00	1			
352	0657	Male	01/01/1988	71,269.00	242,197.00	1			
353	0663	Male	17/07/1985	120,791.00	307,097.00	1			
354	0664	Male	11/10/1987	155,743.00	277,001.00	1			
355	0665	Male	27/12/1962	150,097.00	177,888.00	1			
356	0666	Female	19/09/1993	101,667.00	202,197.00	1			
357	0667	Female	18/04/1985	120,791.00	226,667.00	1			
358	0668	Male	07/08/1982	137,736.00	237,001.00	1			
359	0669	Male	10/01/1983	150,097.00	237,001.00	1			
360	0670	Male	01/05/1966	150,097.00	226,667.00	1			

361	0671	Male	15/11/1976	137,736.00	90,028.00	1			
362	0672	Female	21/12/1992	35,088.00	237,001.00	1			
363	0673	Female	01/01/1974	150,097.00	237,001.00	1			
364	0674	Male	10/08/1984	150,097.00	237,001.00	1			
365	0675	Female	01/01/1975	150,097.00	202,197.00	1			
366	0676	Male	20/08/1986	120,791.00	237,001.00	1			
367	0677	Female	01/01/1968	150,097.00	242,839.00	1			
368	0678	Male	31/10/1979	137,736.00	202,197.00	1			
369	0680	Male	09/12/1991	120,791.00	232,839.00	1			
370	0681	Female	24/08/1986	137,736.00	202,197.00	1			
371	0682	Male	01/01/1986	120,791.00	177,888.00	1			
372	0683	Female	27/09/1994	101,667.00	232,839.00	1			
373	0684	Female	12/12/1978	137,736.00	163,897.80	1			

374	0685	Female	12/03/1987	96,632.80	202,197.00	1			
375	0686	Male	24/06/1989	120,791.00	187,888.00	1			
376	0688	Female	28/08/1993	101,667.00	232,839.00	1			
377	0689	Male	24/07/1985	137,736.00	242,839.00	1			
378	0690	Female	05/01/1982	137,736.00	163,897.80	1			
379	0691	Female	15/07/1991	96,632.80	237,001.00	1			
380	0692	Male	24/09/1977	150,097.00	73,985.00	1			
381	0694	Male	13/05/1990	35,612.00	108,774.00	1			
382	0695	Female	01/01/1979	54,151.00	301,001.00	1			
383	0696	Male	02/08/1974	150,097.00	177,888.00	1			
384	0697	Female	23/12/1992	101,667.00	232,839.00	1			
385	0698	Male	15/04/1986	142,260.00	264,339.00	1			
386	0703	Male	14/01/1980	155,743.00	196,947.00	1			

387	0704	Female	01/01/1981	116,966.00	206,947.00	1			
388	0705	Female	10/09/1982	116,966.00	196,947.00	1			
389	0706	Female	23/03/1982	116,966.00	177,888.00	1			
390	0725	Female	10/03/1995	101,667.00	196,947.00	1			
391	0731	Male	31/12/1978	116,966.00	122,493.00	1			
392	0742	Male	10/03/1980	64,499.00	98,398.00	1			
393	0744	Female	08/03/1978	47,905.00	98,398.00	1			
394	0745	Female	23/09/1991	47,905.00	85,004.00	1			
395	0746	Male	30/12/1965	43,069.00	98,398.00	1			
396	0747	Male	04/10/1991	47,905.00	98,398.00	1			
397	0748	Male	01/05/1973	47,905.00	196,947.00	1			
398	0749	Male	01/01/1980	116,966.00	122,493.00	1			
399	0751	Male	02/08/1970	64,499.00	257,097.00	1			

400	0753	Male	18/02/1973	167,037.00	177,063.60	1			
401	0754	Male	05/01/1983	106,569.60	226,667.00	1			
402	0756	Female	01/01/1975	133,212.00	226,667.00	1			
403	0757	Male	01/01/1986	133,212.00	206,947.00	1			
404	0758	Male	05/01/1987	116,966.00	71,672.00	1			
405	0764	Female	14/04/1988	36,026.00	97,475.00	1			
406	0766	Female	24/01/1975	51,596.00	98,398.00	1			
407	0769	Female	03/01/1981	47,905.00	108,774.00	1			
408	0770	Male	06/04/1986	54,151.00		1			
409	0771	Male	7/13/1991	56,114.00	266,667.00	1			
410	0773	Female	01/01/1975	133,212.00	103,128.00	1			
411	0775	Male	17/07/1994	51,046.00	121,381.87	1			
412	0777	Female	10/11/1986	47,905.00	196,947.00	1			

413	0781	Male	24/04/1984	116,966.00	98,398.00	1			
414	0784	Female	04/08/1990	47,905.00	100,716.00	1			
415	0785	Male	29/09/1985	51,046.00	98,398.00	1			
416	0786	Male	02/03/1993	47,905.00	114,227.00	1			
417	0789	Female	10/26/1995	59,985.00	191,899.00	1			
418	0790	Male	12/04/1992	113,141.00	250,135.00	1			
419	0792	Male	12/12/1965	155,743.00	196,947.00	1			
420	0793	Male	31/03/1984	116,966.00	108,774.00	1			
421	0794	Male	14/10/1986	54,151.00	177,888.00	1			
422	0795	Male	24/09/1993	101,667.00	110,774.00	1			
423	0796	Female	01/11/1987	54,151.00	191,899.00	1			
424	0797	Female	26/08/1988	113,141.00	108,774.00	1			
425	0799	Female	06/09/1991	54,151.00	191,899.00	1			

426	0800	Male	19/06/1992	113,141.00	108,774.00	1			
427	0801	Male	18/12/1990	54,151.00	131,492.00	1			
428	0802	Male	05/05/1992	101,667.00	155,659.40	1			
429	0803	Male	02/01/1993	90,512.80	177,888.00	1			
430	0804	Male	20/01/1994	101,667.00	155,659.40	1			
431	0805	Female	17/05/1989	90,512.80	177,888.00	1			
432	0806	Male	27/02/1995	101,667.00	191,899.00	1			
433	0807	Female	05/09/1993	113,141.00	177,888.00	1			
434	0808	Male	25/06/1985	101,667.00	225,026.00	1			
435	0814	Male	31/01/1987	124,163.00	297,097.00	1			
436	0815	Female	01/01/1976	167,037.00	100,716.00	1			
437	0819	Female	16/07/1985	51,046.00	300,805.00	1			
438	0820	Male	01/01/1970	186,731.00	247,001.00	1			

439	0821	Male	09/08/1972	150,097.00	108,774.00	1			
440	0823	Female	27/07/1993	54,151.00	237,001.00	1			
441	0824	Female	01/01/1966	150,097.00	257,097.00	1			
442	0825	Male	06/03/1974	167,037.00	196,947.00	1			
443	0826	Female	01/01/1988	116,966.00	237,001.00	1			
444	0827	Female	01/01/1969	150,097.00	244,447.00	1			
445	0828	Male	01/01/1973	116,966.00	237,001.00	1			
446	0830	Male	12/05/1980	150,097.00	284,501.00	1			
447	0831	Male	01/01/1971	150,097.00	257,097.00	1			
448	0832	Male	01/01/1975	167,037.00	177,888.00	1			
449	0833	Female	10/12/1994	101,667.00	217,888.00	1			
450	0834	Female	14/01/1995	101,667.00	158,021.00	1			
451	0835	Male	30/06/1976	87,080.00	125,472.00	1			

452	0836	Male	12/01/1992	69,012.00	235,375.00	1			
453	0837	Female	05/02/1974	132,316.00	285,934.00	1			
454	0838	Female	01/01/1976	151,308.00	98,398.00	1			
455	0839	Male	28/05/1988	47,905.00	241,748.00	1			
456	0840	Male	01/01/1971	153,117.00	266,667.00	1			
457	0841	Male	01/01/1984	133,212.00	125,472.00	1			
458	0842	Male	03/06/1996	69,012.00	108,774.00	1			
459	0844	Female	26/08/1992	54,151.00	128,571.00	1			
460	0845	Male	09/11/1993	66,755.00	94,025.00	1			
461	0846	Female	01/01/1992	47,905.00	245,934.00	1			
462	0847	Male	15/02/1988	142,260.00	128,571.00	1			
463	0848	Male	20/10/1983	66,755.00	182,643.00	1			
464	0850	Male	19/07/1987	71,269.00	102,454.00	1			

465	0852	Male	01/01/1981	54,423.00	289,248.00	1			
466	0853	Female	13/03/1985	153,117.00	207,657.00	1			
467	0854	Female	07/11/1987	124,616.00	505,581.00	1			
468	0856	Male	20/04/1953	283,087.00	449,566.00	1			
469	0857	Male	01/01/1969	243,055.00	590,244.20	1			
470	0858	Male	28/02/1965	283,087.00	333,208.00	1			
471	0859	Male	30/09/1974	184,318.00	86,926.00	1			
472	0860	Male	17/10/1989	33,213.00	196,947.00	1			
473	0861	Male	02/03/1990	116,966.00	258,358.87	1			
474	0862	Female	8/28/1991	137,516.00	122,493.00	1			
475	0863	Male	28/07/1994	66,755.00	197,039.00	1			
476	0864	Male	14/12/1995	112,984.00	86,608.00	1			
477	0865	Male	12/07/1992	44,528.00	215,026.00	1			

478	0866	Female	19/02/1979	128,688.00	101,583.00	1			
479	0867	Female	23/03/1990	52,187.00	119,629.00	1			
480	0868	Male	12/12/1994	64,499.00	101,583.00	1			
481	0869	Male	09/07/1996	52,187.00	116,583.00	1			
482	0870	Male	16/08/1980	52,187.00	174,332.00	1			
483	0871	Male	17/09/1990	100,696.00	101,583.00	1			
484	0872	Male	04/10/1996	52,187.00	121,583.00	1			
485	0873	Female	01/01/1991	52,187.00	116,876.00	1			
486	0874	Male	08/10/1990	62,242.00	125,472.00	1			
487	0875	Male	28/04/1991	66,755.00	116,876.00	1			
488	0876	Male	23/03/1993	62,242.00	116,876.00	1			
489	0877	Female	06/07/1994	62,242.00	108,774.00	1			
490	0878	Male	01/05/1986	58,077.00	116,583.00	1			

491	0879	Male	05/04/1989	52,187.00	116,583.00	1			
492	0880	Male	20/06/1986	52,187.00	116,583.00	1			
493	0881	Male	22/10/1990	52,187.00	225,384.00	1			
494	0883	Male	24/03/1990	136,090.00	121,583.00	1			
495	0884	Female	25/06/1986	52,187.00	215,026.00	1			
496	0885	Female	12/08/1964	128,688.00	119,368.00	1			
497	0887	Male	15/05/1987	50,224.00	119,368.00	1			
498	0888	Female	18/03/1993	50,224.00	112,563.00	1			
499	0889	Female	28/12/1986	50,224.00	65,465.00	1			
500	0891	Male	01/01/1984	32,276.00	94,025.00	1			
501	0895	Female	02/10/1978	47,905.00	65,465.00	1			
502	0896	Female	09/12/1982	32,276.00	91,964.00	1			
503	0897	Male	01/01/1977	46,334.00	65,465.00	1			

504	0898	Male	07/06/1984	32,276.00	209,540.00	1			
505	0899	Female	02/02/1962	119,636.00	197,045.00	1			
506	0900	Male	15/09/1991	109,317.00	187,045.00	1			
507	0901	Male	31/01/1987	109,317.00	257,040.00	1			
508	0902	Male	14/11/1991	124,163.00	257,040.00	1			
509	0903	Male	20/12/1978	124,163.00	249,540.00	1			
510	0904	Male	26/12/1982	115,115.00	197,045.00	1			
511	0905	Female	24/09/1987	109,317.00	187,045.00	1			
512	0906	Male	01/01/1986	109,317.00	342,703.00	1			
513	0907	Male	08/01/1977	183,977.00	94,025.00	1			
514	0908	Male	01/01/1989	47,905.00	88,615.00	1			
515	0909	Female	29/09/1986	45,941.00	84,679.00	1			
516	0910	Female	28/12/1988	43,114.00	209,540.00	1			

517	0911	Female	07/07/1976	124,163.00	84,679.00	1			
518	0912	Male	22/09/1989	43,114.00	65,465.00	1			
519	0913	Male	08/12/1975	32,276.00	94,025.00				
520	0915	Male	10/04/1990	47,905.00	65,465.00				
521	0917	Female	29/09/1976	32,276.00	94,025.00				
522	0920	Male	07/07/1994	47,905.00	94,025.00				
523	0921	Male	19/04/1996	47,905.00	94,025.00				
524	0927	Male	06/10/1993	47,905.00	94,025.00				
525	0929	Female	10/05/1996	47,905.00	68,465.00				
526	0930	Female	18/02/1992	32,276.00	65,465.00				
527	0933	Female	30/05/1985	32,276.00	97,025.00				
528	0935	Male	19/01/1990	47,905.00	94,025.00				
529	0937	Male	14/07/1992	47,905.00	65,465.00				

530	0939	Female	25/05/1989	32,276.00	94,025.00				
531	0940	Female	15/07/1997	47,905.00	94,025.00				
532	0941	Female	24/02/1993	47,905.00	94,025.00				
533	0944	Female	09/01/1990	47,905.00	94,025.00				
534	0950	Male	16/10/1981	47,905.00	94,025.00				
535	0951	Female	18/06/1997	47,905.00	94,025.00				
536	0953	Male	03/01/1991	47,905.00	94,025.00				
537	0954	Female	17/06/1996	47,905.00	84,679.00				
538	0957	Female	07/03/1993	43,114.00	364,283.00				
539	0959	Male	29/06/1978	231,487.00	502,081.00				
540	0960	Male	21/09/1971	283,087.00	850,342.00				
541	0961	Male	16/08/1970	487,871.00	82,825.00				
542	0962	Male	25/01/1984	41,701.00	87,000.00				

543	0964	Male	18/01/1955	186,731.00	364,805.00				
544	0965	Female	16/01/1981	34,547.00	70,852.00				
545	0967	Male	02/09/1994	43,193.00	89,984.00				
546	0968	Male	05/08/1998	40,287.00	81,041.00				
547	0969	Male	23/08/1993	40,287.00	81,041.00				
548	0970	Female	23/12/1993	30,401.00	62,707.00				
549	0971	Female	11/05/2000	40,287.00	81,041.00				
550	0972	Female	05/03/2001	38,873.00	79,326.00				
551	0973	Male	03/09/1996	38,873.00	79,326.00				
552	0974	Male	23/05/1999	38,873.00	79,326.00				
553	0975	Female	21/02/1986	97,842.00	173,573.00				
554	0976	Male	08/02/1986	97,842.00	173,573.00				
555	0977	Male	20/08/1982	97,842.00	173,573.00				



Name of Tenderer .....*[insert complete name of Tenderer]*

Signature of Tenderer..... *[signature of person signing the Tender]*

Date..... *[insert date]*

## TENDERER INFORMATION FORM

*[The Tenderer shall fill in this Form in accordance with the instructions indicated below. No alterations to its format shall be permitted and no substitutions shall be accepted.]*

Date: .....*[insert date (as day, month and year) of Tender submission]*

ITT No.: .....*[insert number of Tendering process]*

Alternative No.: .....*[insert identification No if this is a Tender for an alternative]*

1. Tenderer's Name <i>[insert Tenderer's legal name]</i>
3. Tenderer's actual or intended country of registration: <i>[insert actual or intended country of registration]</i>
4. Tenderer's year of registration: <i>[insert Tenderer's year of registration]</i>
5. Tenderer's Address in country of registration: <i>[insert Tenderer's legal address in country of registration]</i>
6. Tenderer's Authorized Representative Information Name: <i>[insert Authorized Representative's name]</i> Address: <i>[insert Authorized Representative's Address]</i> Telephone: <i>[insert Authorized Representative's telephone/fax numbers]</i> Email Address: <i>[insert Authorized Representative's email address]</i>
7. Attached are copies of original documents of <i>[check the box(es) of the attached original documents]</i> <input type="checkbox"/> Articles of Incorporation (or equivalent documents of constitution or association), and/or documents of registration of the legal entity named above, in accordance with ITT 4.4. <input type="checkbox"/> A current tax clearance certificate or tax exemption certificate issued by the the Kenya Revenue Authority, if tender is a Kenyan tenderer, in accordance with ITT 4.15. <input type="checkbox"/> In case of state-owned enterprise or institution, in accordance with ITT 4.6 documents establishing: <ul style="list-style-type: none"><li>• Legal and financial autonomy</li><li>• Operation under commercial law</li><li>• Establishing that the Tenderer is not under the supervision of the agency of the Procuring Entity</li></ul>
2. Included are the organizational chart, a list of Board of Directors, and the beneficial ownership.

**QUALIFICATION INFORMATION**

- 1.1 Constitution or legal status of Tenderer: .....[attach copy]  
 Place of registration: ..... [insert]  
 Principal place of business: ..... [insert]  
 Power of attorney of signatory of Tender: ..... [attach]
- 1.2 Total annual volume of services performed in five years, in the internationally traded currency specified in the TDS: .....[insert]
- 1.3 Services performed as prime Insurance Provider on the provision of Services of a similar nature and volume over the last five years. The values should be indicated in the same currency used for Item 1.2 above. Also list details of Services underway or committed, including expected completion date.

<b>Item Insured and name of country</b>	<b>Name of Procuring Entity and contact person</b>	<b>Type of Services provided and year of completion</b>	<b>Value of contract</b>
(a)			
(b)			

- 1.4 Financial reports for the last five years: balance sheets, profit and loss statements, auditors' reports, etc. List and attach copies.
- 1.5 Name, address, and telephone, and facsimile numbers of banks that may provide references if contacted by the Procuring Entity.
- 1.6 Information regarding any litigation, current or within the last five years, in which the Tenderer is or has been involved.

Other party(ies) Cause of dispute Details of litigation award Amount involved

a) \_\_\_\_\_

b) \_\_\_\_\_

- 1.7 Statement of compliance with the requirements of ITT 4.2.
- 1.8 Any additional information required \_\_\_\_\_

**1. NOTIFICATION OF INTENTION TO AWARD**

*[This Notification of Intention to Award shall be sent to each Tenderer that submitted a Tender.] [Send this Notification to the Tenderer's Authorized Representative named in the Tenderer Information Form]*

1) For the attention of Tenderer's Authorized Representative Name: .....  
*[insert Authorized Representative's name]*

Address: .....*[insert Authorized Representative's Address]*

Telephone numbers: .....*[insert Authorized Representative's telephone/fax numbers]*

Email Address: .....*[insert Authorized Representative's email address]*

**[IMPORTANT: insert the date that this Notification is transmitted to Tenderers. The Notification must be sent to all Tenderers simultaneously. This means on the same date and as close to the same time as possible.]**

**DATE OF TRANSMISSION:** This Notification is sent by: *[email/fax]* on *[date]* (local time)

**Procuring Entity:**.....*[insert the name of the Procuring Entity]*

**Contract title:** .....*[insert the name of the contract]*

**ITT No:** .....*[insert ITT reference number from Procurement Plan]*

This Notification of Intention to Award (Notification) notifies you of our decision to award the above contract. The transmission of this Notification begins the Standstill Period. During the Standstill Period you may:

- a) Request a debriefing in relation to the evaluation of your Tender, and/or
- b) Submit a Procurement-related Complaint in relation to the decision to award the contract.

**The successful Tenderers are listed below.**

<b>1</b>	<b>2</b>	<b>3</b>	<b>3</b>
<b>No of item to be insured</b>	<b>Description of Item</b>	<b>Name of Tenderer</b>	<b>Tender Price</b>
No 1			
No 2			
No 3			

2) **Other Tenderers [INSTRUCTIONS: insert names of all Tenderers that submitted a Tender. If the Tender's price was evaluated include the evaluated price as well as the Tender price as read out.]**

<b>1</b>	<b>2</b>	<b>3</b>	<b>3</b>
<b>No of item to be insured</b>	<b>Description of Item</b>	<b>Name of Tenderer</b>	<b>Tender Price</b>
No 1			
No 2			
No 3			

### 3) How to request a debriefing

**DEADLINE: The deadline to request a debriefing expires at midnight on [insert date] (local time).**

You may request a debriefing in relation to the results of the evaluation of your Tender. If you decide to request a debriefing your written request must be made within three (3) Business Days of receipt of this Notification of Intention to Award.

Provide the contract name, reference number, name of the Tenderer, contact details; and address the request for debriefing as follows:

**Attention:**.....[insert full name of person, if applicable]

**Title/position:** .....[insert title/position]

**Agency:**.....[insert name of Procuring Entity]

**Email address:**.....[insert email address]

If your request for a debriefing is received within the 3 Business Days deadline, we will provide the debriefing within five (5) Business Days of receipt of your request. If we are unable to provide the debriefing within this period, the Standstill Period shall be extended by five (5) Business Days after the date that the debriefing is provided. If this happens, we will notify you and confirm the date that the extended Standstill Period will end.

The debriefing may be in writing, by phone, video conference call or in person. We shall promptly advise you in writing how the debriefing will take place and confirm the date and time.

If the deadline to request a debriefing has expired, you may still request a debriefing. In this case, we will provide the debriefing as soon as practicable, and normally no later than fifteen (15) Business Days from the date of publication of the Contract Award Notice.

### 4) How to make a complaint

**Period: Procurement-related Complaint challenging the decision to award shall be submitted by [insert date and time].**

Provide the contract name, reference number, name of the Tenderer, contact details; and address the Procurement-related Complaint as follows:

**Attention:**.....[insert full name of person, if applicable]

**Title/position:**.....[insert title/position]

**Agency:**.....[insert name of Procuring Entity]

**Email address:**.....[insert email address]

At this point in the procurement process, you may submit a Procurement-related Complaint challenging the decision to award the contract. You do not need to have requested, or received, a debriefing before making this complaint. Your complaint must be submitted within the Standstill Period and received by us before the Standstill Period ends.

In summary, there are four essential requirements:

1. You must be an 'interested party'. In this case, that means a Tenderer who submitted a Tender in this tendering process, and is the recipient of a Notification of Intention to Award.
2. The complaint can only challenge the decision to award the contract.
3. You must submit the complaint within the period stated above.
4. You must include, in your complaint, all of the information required to support the complaint.
5. The application must be accompanied by the fees set out in the Procurement Regulations, which shall not be refundable (information available from the Public Procurement Authority at [complaints@ppra.go.ke](mailto:complaints@ppra.go.ke) or [info@ppra.go.ke](mailto:info@ppra.go.ke))

## 5) Standstill Period

DEADLINE: The Standstill Period is due to end at midnight on [*insert date*] (local time). The Standstill Period lasts ten (10) Business Days after the date of transmission of this Notification of Intention to Award.

The Standstill Period may be extended as stated in Section 4 above. If you have any questions regarding this Notification please do not hesitate to contact us.

On behalf of the Procuring Entity:

**Signature:** \_\_\_\_\_

**Name:** \_\_\_\_\_

**Title/position:** \_\_\_\_\_

**Telephone:** \_\_\_\_\_

**Email:** \_\_\_\_\_

## 2 REQUEST FOR REVIEW

### FORM FOR REVIEW(r.203(1))

#### PUBLIC PROCUREMENT ADMINISTRATIVE REVIEW BOARD

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

BETWEEN

.....APPLICANT

AND

.....RESPONDENT (Procuring Entity)

Request for review of the decision of the..... (Name of the Procuring Entity of .....dated the...day of .....20.....in the matter of Tender No.....of .....20..... for .....(Tender description).

#### REQUEST FOR REVIEW

I/We.....,the above named Applicant(s), of address: Physical address.....P. O. Box 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.

By this memorandum, the Applicant requests the Board for an order/orders that:

- 1.
- 2.

SIGNED .....(Applicant) Dated on.....day of ...../...20.....

---

FOR OFFICIAL USE ONLY Lodged with the Secretary Public Procurement Administrative Review Board on.....day of .....20.....

**SIGNED**

**Board Secretary**

**3 LETTER OF AWARD**

*[Form head paper of the Procuring Entity]*

.....*[date]*

To:.....*[name and address of the Insurance Provider]*

This is to notify you that your Tender dated.....*[date]* for execution of the.....*[name of the Contract and identification number, as given in the Special Conditions of Contract]* for the Contract Price of the equivalent of.....*[amount in numbers and words] [name of currency]*, as corrected and modified in accordance with the Instructions to Tenderers is here by accepted by us (Procuring Entity).

You are requested to furnish the Performance Security within 28 days in accordance with the Conditions of Contract, using, for that purpose, one of the Performance Security Forms included in Section X, Contract Forms, of the tender document.

Please return the attached Contract dully signed Authorized Signature .....

Name and Title of Signatory :.....

Name of Agency: .....

Attachment: Contract

#### 4 FORM OF CONTRACT

*[Form head paper of the Procuring Entity]*

#### LUMP-SUM REMUNERATION

This CONTRACT (here in after called the "Contract") is made the *[day]* day of the month of *[month]*, *[year]*, between, on the one hand, *[name of Procuring Entity]* (here in after called the "Procuring Entity") and, on the other hand, *[name of Insurance Provider]*(here in after called the "Insurance Provider").

*[Note: In the text below text in brackets is optional; all notes should be deleted in final text. If the Insurance Provider consist of more than one entity, the above should be partially amended to read as follows: "... (here in after called the "Procuring Entity") and, on the other hand, a joint venture consisting of the following entities, each of which will be jointly and severally liable to the Procuring Entity for all the Insurance Provider's obligations under this Contract, namely, [name of Insurance Provider] and [name of Insurance Provider] (here in after called the "Insurance Provider").]*

#### WHEREAS

- a) the Procuring Entity has requested the Insurance Provider to provide certain Services as defined in the General Conditions of Contract attached to this Contract (here in after called the "Services");
- b) the Insurance Provider, having represented to the Procuring Entity that they have the required professional skills, and personnel and technical resources, have agreed to provide the Services on the terms and conditions set forth in this Contract at a contract price of.....;

NOW THEREFORE the parties hereto hereby agree as follows:

- 1. The following documents shall be deemed to form and be read and construed as part of this Agreement, and the priority of the documents shall be as follows:
  - a) The Form of Acceptance;
  - b) The Insurance Provider's Tender
  - c) The General Conditions of Contract;
  - d) The Special Conditions of Contract;
  - e) The Priced Schedule of Requirements; and
  - f) The following Appendices: Appendix: Negotiated and Signed Insurance Policy (I e s)
- 2. The mutual rights and obligations of the Procuring Entity and the Insurance Provider shall be as set forth in the Contract, in particular:
  - a) The Insurance Provider shall carry out the Services in accordance with the provisions of the Contract; and
  - b) The Procuring Entity shall make payments to the Insurance Provider in accordance with the provisions of the Contract.

IN WITNESS WHERE OF, the Parties here to have caused this Contract to be signed in the irrespective names as of the day and year first above written.

For and on behalf of..... *[name of Procuring Entity] [Authorized Representative]*

For and on behalf of *[name of Insurance Provider] [Authorized Representative]*

*[Note: If the Insurance Provider consists of more than one entity, all these entities should appear as signatories, e.g., in the following manner:]*

For and on behalf of each of the Members of the Insurance Provider.....*[name of member] [Authorized Representative]*

*[name of member] [Authorized Representative]*

**FORM OF TENDER SECURITY-[Option 1–Demand Bank Guarantee]**

**Beneficiary:** \_\_\_\_\_

**Request for Tenders No:**  
\_\_\_\_\_

**Date:** \_\_\_\_\_

**TENDER GUARANTEE No.:** \_\_\_\_\_

**Guarantor:** \_\_\_\_\_

1. We have been informed that \_\_\_\_\_ (here in after called "the Applicant") has submitted or will submit to the Beneficiary its Tender (here in after called" the Tender") for the execution of \_\_\_\_\_ under Request for Tenders No. \_\_\_\_\_ ("the ITT").
  
2. Furthermore, we understand that, according to the Beneficiary's conditions, Tenders must be supported by a Tender guarantee.
  
3. At the request of the Applicant, we, as Guarantor, hereby irrevocably undertake to pay the Beneficiary any sum or sums not exceeding in total an amount of \_\_\_\_\_ (\_\_\_\_\_) upon receipt by us of the Beneficiary's complying demand, supported by the Beneficiary's statement, whether in the demand itself or a separate signed document accompanying or identifying the demand, stating that either the Applicant:
  - (a) has withdrawn its Tender during the period of Tender validity set forth in the Applicant's Letter of Tender ("the Tender Validity Period"), or any extension thereto provided by the Applicant; or
  - b) having been notified of the acceptance of its Tender by the Beneficiary during the Tender Validity Period or any extension there to provided by the Applicant, (i) has failed to execute the contract agreement, or (ii) has failed to furnish the Performance.
  
4. This guarantee will expire: (a) if the Applicant is the successful Tenderer, upon our receipt of copies of the contract agreement signed by the Applicant and the Performance Security and, or (b) if the Applicant is not the successful Tenderer, upon the earlier of (i) our receipt of a copy of the Beneficiary's notification to the Applicant of the results of the Tendering process; or (ii) thirty days after the end of the Tender Validity Period.
  
5. Consequently, any demand for payment under this guarantee must be received by us at the office indicated above on or before that date.

\_\_\_\_\_  
*[signature(s)]*

***Note: All italicized text is for use in preparing this form and shall be deleted from the final product.***

**FORMAT OF TENDER SECURITY [Option 2–Insurance Guarantee]**

**TENDER GUARANTEE No.:** \_\_\_\_\_

1. Whereas ..... [*Name of the tenderer*] (hereinafter called “the tenderer”) has submitted its tender dated ..... [*Date of submission of tender*] for the ..... [*Name and/or description of the tender*] (hereinafter called “the Tender”) for the execution of \_\_\_\_\_ under Request for Tenders No. \_\_\_\_\_ (“the ITT”).
  
2. KNOW ALL PEOPLE by these presents that WE ..... of ..... [**Name of Insurance Company**] having our registered office at ..... (hereinafter called “the Guarantor”), are bound unto ..... [*Name of Procuring Entity*] (hereinafter called “the Procuring Entity”) in the sum of ..... (Currency and guarantee amount) for which payment well and truly to be made to the said Procuring Entity, the Guarantor binds itself, its successors and assigns, jointly and severally, firmly by these presents.

Sealed with the Common Seal of the said Guarantor this \_\_\_\_ day of \_\_\_\_\_ 20 \_\_\_\_.

3. NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that if the Applicant:
  - a) has withdrawn its Tender during the period of Tender validity set forth in the Principal's Letter of Tender (“the Tender Validity Period”), or any extension thereto provided by the Principal; or
  
  - b) having been notified of the acceptance of its Tender by the Procuring Entity during the Tender Validity Period or any extension thereto provided by the Principal; (i) failed to execute the Contract agreement; or (ii) has failed to furnish the Performance Security, in accordance with the Instructions to tenderers (“ITT”) of the Procuring Entity's Tendering document.

then the guarantee undertakes to immediately pay to the Procuring Entity up to the above amount upon receipt of the Procuring Entity's first written demand, without the Procuring Entity having to substantiate its demand, provided that in its demand the Procuring Entity shall state that the demand arises from the occurrence of any of the above events, specifying which event(s) has occurred.

4. This guarantee will expire: (a) if the Applicant is the successful Tenderer, upon our receipt of copies of the contract agreement signed by the Applicant and the Performance Security and, or (b) if the Applicant is not the successful Tenderer, upon the earlier of (i) our receipt of a copy of the Beneficiary's notification to the Applicant of the results of the Tendering process; or (ii) twenty-eight days after the end of the Tender Validity Period.
  
5. Consequently, any demand for payment under this guarantee must be received by us at the office indicated above on or before that date.

\_\_\_\_\_  
*[Date]*  
\_\_\_\_\_  
*[Witness]*

\_\_\_\_\_  
*[Signature of the Guarantor]*  
\_\_\_\_\_  
*[Seal]*

***Note: All italicized text is for use in preparing this form and shall be deleted from the final product.***

**FORM OF TENDER-SECURING DECLARATION**

*[The Bidder shall complete this Form in accordance with the instructions indicated]*

Date:.....*[insert date (as day, month and year) of Tender Submission]*

Tender No.:.....*[insert number of tendering process]*

To:.....*[insert complete name of Purchaser]*

I/We, the undersigned, declare that:

- 1. I/We understand that, according to your conditions, bids must be supported by a Tender-Securing Declaration.
- 2. I/We accept that I/we will automatically be suspended from being eligible for tendering in any contract with the Purchaser for the period of time of [insert number of months or years] starting on [insert date], if we are in breach of our obligation (s) under the bid conditions, because we– (a) have withdrawn our tender during the period of tender validity specified by us in the Tendering Data Sheet; or (b) having been notified of the acceptance of our Bid by the Purchaser during the period of bid validity, (i) fail or refuse to execute the Contract, if required, or (ii) fail or refuse to furnish the Performance Security, in accordance with the instructions to tenders.
- 3. I/We understand that this Tender Securing Declaration shall expire if we are not the successful Tenderer (s), upon the earlier of:
  - a) Our receipt of a copy of your notification of the name of the successful Tenderer; or
  - b) Thirty days after the expiration of our Tender.
- 4. I/We understand that if I am/we are/ in a Joint Venture, the Tender Securing Declaration must be in the name of the Joint Venture that submits the bid, and the Joint Venture has not been legally constituted at the time of bidding, the Tender Securing Declaration shall be in the names of all future partners as named in the letter of intent.

Signed:.....

Capacity / title (director or partner or sole proprietor, etc.) .....

Name:..... Duly

authorized to sign the bid for and on behalf of: .....*[insert complete name of Tenderer]*

Dated on.....day of.....*[Insert date of signing]*

Seal or stamp

---

**PART II – SCHEDULE OF INSURANCE  
REQUIREMENTS**

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## SECTION V – SCHEDULE OF REQUIREMENTS

### Notes for Preparing the Schedule of Requirements

#### 1. Objectives

The objectives of the Schedule of Requirements are:

- a) To provide sufficient information on the Insurance Services to be performed to enable Tenders to be prepared efficiently and accurately; and
- b) When a Contract has been entered into, to provide a priced Schedule of Requirements for use in preparing **Insurance Policies**.

The Schedule of Requirements shall be included in the Tendering Document by the Procuring Entity, and shall cover, at a minimum, a description of the Insurance Policies required. In particular, Schedule of Requirements, together with the Price Schedule, should serve as a basis in the event of quantity variation at the time of award of contract.

#### 2. List of items to be insured

The Procuring Entity shall list and number each required Insurance Service and provide full descriptions of the main features of the items to be insured, including the timing of cover. These features shall include physical location (of where the item to insured, as the case may be) and full descriptions of the insurance contingencies to be covered, etc. Care should be taken not to be too restrictive as to limit competition and or availability. The list of the Items to be insured is then summarized on the Table below (Schedule of Requirements). *The Examples given on the Schedule of Requirements below should not be in the final Tender Document.*

E.g.

1. Insurance Item N 1. Office Building (Give full Descriptions of the required item to be insured) and contingencies to be covered.

Name and location of the building \_\_\_\_\_ Number of Floors \_\_\_\_\_

Estimated area of \_\_\_\_\_ square meters

Complete with \_\_\_\_\_ Constructed of \_\_\_\_\_ Estimated value \_\_\_\_\_ Contingencies to be insured \_\_\_\_\_ (fire, earthquake/hurricane, civil riot, etc.) Etc. \_\_\_\_\_

2. Insurance Item N10.Goods on transit(GivefullDescriptionsoftherequiredGoods).

Description of

Goods \_\_\_\_\_

Value of the Goods \_\_\_\_\_

Location where they are \_\_\_\_\_

Final destination \_\_\_\_\_

Mode of transport \_\_\_\_\_

Duration of transport \_\_\_\_\_

Percentage of value of Goods to be covered \_\_\_\_\_

Contingencies to be insured \_\_\_\_\_ (fire, theft, loss of a sinking vessel, etc.) Etc.

### 3. SCHEDULE OF REQUIREMENTS

*[The Procuring Entity shall fill in this Form to indicate the List of Insurance Services required by the Procuring Entity [Columns 1-4 and the Tenderer shall complete columns 5- 7 as his/her Tender].*

1	2	3	4	5	6	7	8
No of item to be insured	Description of item to be insured	Value of item to be insured	Major contingencies requiring insurance	Insurance period	Insurance Premium per specified period (Tender Price)	Price discount (if any)	Total Tender Price for Insurance Service (Col. 6-7)
No 1							
No 2							
No 3							

Name of Tenderer.....*[insert complete name of Tenderer]*

Signature of Tenderer.....*[signature of person signing the Tender]*

Date .....*[insert date]*

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**PART III – CONDITIONS OF CONTRACT  
AND CONTRACT FORMS**

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## SECTION VI - GENERAL CONDITIONS OF CONTRACT

### A. General Provisions

#### 1.1 Definitions

Unless the context otherwise requires, the following terms whenever used in this Contract have the following meanings:

- a) "Schedule of Requirements" is the priced and completed list of items of Services to be performed by the Insurance Provider forming part of his Tender;
- b) "Completion Date" means the date of completion of the Services by the Insurance Provider as certified by the Procuring Entity
- c) "Contract" means the Contract signed by the Parties, to which these General Conditions of Contract (GCC) are attached, together with all the documents listed in Clause 1 of such signed Contract;
- d) "Contract Price" means the price to be paid for the performance of the Services, in accordance with Clause 6;
- e) "Procuring Entity" means the Procuring Entity or party who employs the Insurance Provider
- f) "Foreign Currency" means any currency other than the currency of Kenya;
- g) "GCC" means these General Conditions of Contract;
- h) "Government" means the Government of Kenya;
- i) "Local Currency" means Kenya shilling;
- j) "Party" means the Procuring Entity or the Insurance Provider, as the case may be, and "Parties" means both of them;
- k) "Personnel" means persons hired by the Insurance Provider;
- l) "Insurance Provider" is a person or corporate body whose Tender to provide the Services has been accepted by the Procuring Entity;
- m) "Insurance Provider's Tender" means the completed Tendering Document submitted by the Insurance Provider to the Procuring Entity
- n) "SCC" means the Special Conditions of Contract by which the GCC may be amended or supplemented;
- o) "Services" means the work to be performed by the Insurance Provider pursuant to this Contract, as described in Schedule of Requirements included in the Insurance Provider's Tender.
- p) "Public Procurement Regulatory Authority (PPRA)" shall mean the Government Agency responsible for oversight of public procurement.

#### 1.2 Applicable Law

The Contract shall be interpreted in accordance with the laws of Kenya.

#### 1.3 Language

This Contract has been executed in the English language, which shall be the binding and controlling language for all matters relating to the meaning or interpretation of this Contract.

#### 1.4 Notices

Any notice, request, or consent made pursuant to this Contract shall be in writing and shall be deemed to have been made when delivered in person to an authorized representative of the Party to whom the communication is addressed, or when sent by registered mail, hand delivery, or email to such Party at the address **specified in the SCC**.

#### 1.5 Location

The Services shall be performed at such locations as are specified in Appendix A, in the specifications and, where the location of a particular task is not so specified, at such locations, whether in Kenya or elsewhere, as the Procuring Entity may approve.

#### 1.6 Authorized Representatives

Any action required or permitted to be taken, and any document required or permitted to be executed, under this Contract by the Procuring Entity or the Insurance Provider may be taken or executed by the officials **specified in the SCC**.

## **1.7 Inspection and Audit by the PPRA**

Pursuant to paragraph 2.2e. of Attachment1 to the General Conditions, the Insurance Provider shall permit and shall cause its subcontractors and sub-consultants to permit, PPRA and/ or persons appointed by PPRA to inspect the Site and/ or the accounts and records relating to the procurement process, selection and/ or contract execution, and to have such accounts and records audited by auditors appointed by PPRA. The Insurance Provider's and its Subcontractors' and sub-consultants' attention is drawn to Sub-Clause 3.10 which provides, inter alia, that acts intended to materially impede the exercise of PPRA's inspection and audit rights constitute a prohibited practice subject to contract termination (as well as to a determination of ineligibility pursuant to PPRA's prevailing sanctions procedures).

## **1.8 Taxes and Duties, e t c**

The Insurance Provider shall pay such taxes, duties, fees, levies and other impositions as may be levied under the Applicable Law, the amount of which is deemed to have been included in the Contract Price.

## **2 Commencement, Completion, Modification, and Termination of Contract**

### **2.1 Effectiveness of Contract**

This Contract shall come in to effect on the date the Contract is signed by both parties or such other later date as may be **stated in the SCC**.

2.2 Duration and Commencement of Services the Commencement date and duration of the insurance cover shall be **specified in the SCC**.

### **2.3. Modification**

Modification of the terms and conditions of this Contract, including any modification of the scope of the Services or of the Contract Price, may only be made by written agreement between the Parties.

### **2.4 Force Majeure**

#### **2.4.1 Definition**

For the purposes of this Contract, "Force Majeure" means an event which is beyond the reasonable control of a Party and which makes a Party's performance of its obligations under the Contract impossible or so impractical as to be considered impossible under the circumstances.

#### **2.4.2 No Breach of Contract**

The failure of a Party to fulfill any of its obligations under the contract shall not be considered to be a breach of, or default under, this Contract insofar as such inability arises from an event of Force Majeure, provided that the Party affected by such an event (a) has taken all reasonable precautions, due care and reasonable alternative measures in order to carry out the terms and conditions of this Contract, and (b) has informed the other Party as soon as possible about the occurrence of such an event.

#### **2.4.3 Extension of Time**

Any period within which a Party shall, pursuant to this Contract, complete any action or task, shall be extended for a period equal to the time during which such Party was unable to perform such action as a result of Force Majeure.

#### **2.4.4 Payments**

During the period of their inability to perform the Services as a result of an event of Force Majeure, the Insurance Provider shall be entitled to continue to be paid under the terms of this Contract, as well as to be reimbursed for additional costs reasonably and necessarily incurred by them during such period for the purposes of the Services and in reactivating the Service after the end of such period.

## **2.5. Termination**

### **2.5.1 By the Procuring Entity**

The Procuring Entity may terminate this Contract, by not less than thirty (30) days' written notice of termination to the Insurance Provider, to be given after the occurrence of any of the events specified in paragraphs (a) through of this Sub-Clause 2.5.1:

- a) If the Insurance Provider does not remedy a failure in the performance of its obligations under the Contract, within thirty (30) days after being notified or within any further period as the Procuring Entity may have subsequently approved in writing;
- b) If the Insurance Provider become insolvent or bankrupt;
- c) if, as the result of Force Majeure, the Insurance Provider is unable to perform a material portion of the Services for a period of not less than sixty (60) days; or
- d) if the Insurance Provider, in the judgment of the Procuring Entity has engaged in Fraud and Corruption, as defined in paragraph 2.2a. of Attachment1 to the GCC, in competing for or in executing the Contract

### **2.5.2 By the Insurance Provider**

The Insurance Provider may terminate this Contract, by not less than thirty (30) days' written notice to the Procuring Entity, such notice to be given after the occurrence of any of the events specified in paragraphs (a) and (b) of this Sub-Clause 2.5.2:

- a) If the Procuring Entity fails to pay any monies due to the Insurance Provider pursuant to this Contract and not subject to dispute pursuant to Clause 7 within forty-five (45) days after receiving written notice from the Insurance Provider that such payment is overdue; or
- b) if, as the result of Force Majeure, the Insurance Provider is unable to perform a material portion of the Services for a period of not less than sixty (60) days.

### **2.5.3 Payment upon Termination**

Upon termination of this Contract pursuant to Sub-Clauses 2.5.1 or 2.5.2, the Procuring Entity shall make the following payments to the Insurance Provider:

- a) remuneration pursuant to Clause 5 for Services satisfactorily performed prior to the effective date of termination;
- b) except in the case of termination pursuant to paragraphs (a), (b), (d) of Sub-Clause 2.5.1, reimbursement of any reasonable cost incident to the prompt and orderly termination of the Contract.
- c) The Insurance provider shall pay or refund to the Procuring Entity any moneys paid but for which no consume rate services were provided.

## **3. Obligations of the Insurance Provider**

### **3.1 General**

The Insurance Provider shall perform the Services in accordance with the terms of the signed Insurance Policy and the Schedule of Requirements, and carry out its obligations with all due diligence, efficiency, and economy, in accordance with generally accepted professional techniques and practices, and shall observe sound management practices, and employ appropriate advanced technology and safe methods. The Insurance Provider shall always act, in respect of any matter relating to this Contract or to the Services, as faithful adviser to the Procuring Entity, and shall at all times support and safeguard the Procuring Entity's legitimate interests in any dealings with Subcontractors or third parties.

### **3.2 Conflict of Interests**

#### **3.2.1 Insurance Provider Not to Benefit from Commissions and Discounts.**

The remuneration of the Insurance Provider pursuant to Clause 6 shall constitute the Insurance Provider's sole

remuneration in connection with this Contract or the Services, and the Insurance Provider shall not accept for their own benefit any trade commission, discount, or similar payment in connection with activities pursuant to this Contract or to the Services or in the discharge of their obligations under the Contract, and the Insurance Provider shall use their best efforts to ensure that the Personnel, any Subcontractors, and agents of either of them similarly shall not receive any such additional remuneration.

### 3.2.2 Insurance Provider and Affiliates Not to be Otherwise Interested in Services other than the insurance Services

The Insurance Provider agree that, during the term of this Contract and after its termination, the Insurance Provider and its affiliates, as well as any Subcontractor and any of its affiliates, shall be disqualified from providing goods, works, or Services (other than the insurance Services and any continuation thereof) for any contingency resulting from or closely related to the Services.

### 3.2.3 Prohibition of Conflicting Activities

Neither the Insurance Provider nor its Subcontractors nor the Personnel shall engage, either directly or indirectly, in any of the following activities:

- a) During the term of this Contract, any business or professional activities in Kenya which would conflict with the activities as signed to them under this Contract;
- b) during the term of this Contract, neither the Insurance Provider nor their Subcontractors shall hire public employees in active duty or on any type of leave, to perform any activity under this Contract;
- c) after the termination of this Contract, such other activities as may be **specified in the SCC**.

## 3.3 Confidentiality

The Insurance Provider, its Subcontractors, and the Personnel of either of them shall not, either during the term or within two (2) years after the expiration of this Contract, disclose any proprietary or confidential information relating to the Project, the Services, this Contract, or the Procuring Entity's business or operations without the prior written consent of the Procuring Entity.

## 3.4 Reporting Obligations

The Insurance Provider shall submit to the Procuring Entity there ports and documents specified in Appendix B in the form, in the numbers, and within the periods set for thin the said Appendix.

## 3.5 Documents Prepared by the Insurance Provider to Be the Property of the Procuring Entity.

All reports, and other documents and software submitted by the Insurance Provider in accordance with Sub-Clause 3.4 shall become and remain the property of the Procuring Entity, and the Insurance Provider shall, not later than upon termination or expiration of this Contract, deliver all such documents and software to the Procuring Entity, together with a detailed inventory thereof. The Insurance Provider may retain a copy of such documents and software. Restrictions about the future use of these documents, if any, shall be **specified in the SCC**.

## 3.6 Liquidated Damages

### 3.6.1 Payments of Liquidated Damages

The Insurance Provider shall pay liquidated damages to the Procuring Entity at the rate per day **stated in the SCC** for each day that the Insurance Provider fails to pay the agreed compensation costs beyond or later the agreed date when such compensation should be made. The date by when the compensation costs should be made is specified in **the SCC**. The total amount of liquidated damages shall not exceed the amount **defined in the SCC**. The Procuring Entity may deduct liquidated damages from payments due to the Insurance Provider. Payment of liquidated damages shall not affect the Insurance Provider's liabilities.

### 3.6.2 Correction for Over-payment

The Procuring Entity shall correct any overpayment of liquidated damages by the Insurance Provider by adjusting the next payment premium or certificate. The Insurance Provider shall be paid interest on the overpayment, calculated from the date of payment to the date of repayment, at the rates specified in Sub-Clause 6.5.

### **3.7 Performance Security**

The Insurance Provider shall not be required to provide any Performance Security to the Procuring Entity.

### **3.8 Fraud and Corruption**

The Procuring Entity requires compliance with the Government's Anti-Corruption laws and its prevailing sanctions. The Procuring Entity requires the Insurance Provider to disclose any commissions or fees that may have been paid or are to be paid to agents or any other party with respect to the tendering process or execution of the Contract. The information disclosed must include at least the name and address of the agent or other party, the amount and currency, and the purpose of the commission, gratuity or fee.

### **4 Insurance Provider's Personnel**

The Contract shall not obligate the Insurance Provider to provide any specific personnel for carrying out of the Services.

### **5 Obligations of the Procuring Entity**

#### **5.1 Change in the Applicable Law**

If, after the date of this Contract, there is any change in the Applicable Law with respect to taxes and duties which increases or decreases the cost of the Services rendered by the Insurance Provider, then the remuneration and reimbursable expenses otherwise payable to the Insurance Provider under this Contract shall be increased or decreased accordingly by agreement between the Parties, and corresponding adjustments shall be made to the amounts referred to in Sub-Clauses 6.2 (a) or (b), as the case may be.

### **6 Payments to the Insurance Provider**

#### **6.1 Lump-Sum Remuneration**

The Insurance Provider's remuneration shall not exceed the Contract Price and shall be a fixed lump-sum. Except as provided in Sub-Clause 5.1, the Contract Price may only be increased above the amounts stated in Sub-Clause 6.2 if the Parties have agreed to additional payments in accordance with Sub-Clauses 2.3 and 6.3.

#### **6.2 Contract Price**

The price payable is **set forth in the SCC**.

#### **6.3 Terms and Conditions of Payment**

Payments will be made to the Insurance Provider according to the payment schedule **stated in the SCC**.

#### **6.4 Interest on Delayed Payments**

If the Procuring Entity has delayed payments beyond thirty (30) days after the due date stated in the SCC, interest shall be paid to the Insurance Provider for each day of delay at the rate stated in **the SCC**.

### **7 Quality Control**

The contract shall not have any quality control modalities as this is not envisaged in the industry

### **8 Settlement of Disputes**

#### **8.1 Amicable Settlement**

Any party with dispute against the other party shall give notice to the other party, requesting the party to make Good the matters of the dispute. The Parties shall attempt to settle the dispute amicably. If the dispute cannot be settled amicably, the complaining party should move to commence arbitration after thirty days from the day on which a notice was given, even if no attempt at an amicable settlement has been made.

#### **8.2 Arbitration if the Insurance Provider is a Kenyan firm**

- 8.2.1 Any claim or dispute between the Parties arising out of or in connection with the Contract not settled amicably in accordance with Sub-Clause 8.1 shall be finally settled by arbitration. Arbitration shall be conducted in accordance with the Arbitration Laws of Kenya.
- 8.2.2 The arbitrators shall have full power to open up, review all matters relevant to the dispute. Nothing shall disqualify representatives of the Parties from being called as a witness and giving evidence before the arbitrators on any matter whatsoever relevant to the dispute.
- 8.2.3 Arbitration may be commenced prior to or after completion of the services. The obligations of the Parties shall not be altered by reason of any arbitration being conducted during the progress of the services.
- 8.2.4 The terms of the remuneration of each or all the members of Arbitration shall be mutually agreed upon by the Parties when agreeing the terms of appointment. Each Party shall be responsible for paying one-half of this remuneration.
- 8.2.5 In case of any claim or dispute, such claim or dispute shall be notified in writing by either party to the other with a request to submit it to arbitration and to concur in the appointment of an Arbitrator within thirty days of the notice. The dispute shall be referred to the arbitration and final decision of a person to be agreed between the parties. Failing agreement to concur in the appointment of an Arbitrator, the Arbitrator shall be appointed, on the request of the applying party, by the Chairman or Vice Chairman of any of the following institutions the:
- i) Law Society of Kenya, or
  - ii) Chartered Institute of Arbitrators (Kenya Branch), or
  - iii) Insurance Institute of Kenya, or
  - iv) The Actuarial Society of Kenya.
- 8.2.6 The institution written to first by the aggrieved party shall take precedence over all other institutions.
- 8.2.7 The award of such Arbitrator shall be final and binding upon the parties.

### **8.3 Failure to Comply with Arbitrator's Decision**

- 8.3.1 In the event that a Party fails to comply with a final and binding Arbitrator's decision, then the other Party may, without prejudice to any other right it may have, refer the matter to a competent Court of law.

### **8.4 Arbitration if the Insurance Provider is a foreign firm**

- 8.4.1 Arbitration proceedings shall be conducted in accordance with the rules of procedure specified in the SCC.

## SECTION VII - SPECIAL CONDITIONS OF CONTRACT

Number of GC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
1.1	<p><b>The Parties to the Contract are:</b></p> <p>The Procuring Entity is <i>Chuka University</i></p> <p>The Insurance Provider is _____</p> <p>The contract name is Provision of Insurance services for <i>staff Group Life and Group Personal Accident Scheme</i></p>
1.4	<p>For <b>notices</b>, the Procuring Entity's address shall be:</p> <p>Attention: <i>Vice-Chancellor</i></p> <p>Postal address: P.O Box 109-60400 Chuka</p> <p>Physical Address: Recreation Centre Third Floor, Procurement Office Room 304</p> <p>Telephone: <i>[include telephone number, including country and city codes]</i></p> <p>Electronic mail address: <i>[insert e-mail address, if applicable]</i></p>
1.6	<p>The Authorized Representatives are:</p> <p>For the Procuring Entity: Head of Human Resource <i>[Name, Postal Address, Email, Telephone Number]</i></p> <p>For the Insurance Provider: _____ <i>[Name, Postal Address, Email, Telephone Number]</i></p>
2.1	<p>The date on which this Contract shall come into effect is to be agreed upon during contract signing.</p>
2.2	<p>The Commencement date and duration of the insurance cover shall be:</p> <p>Commencement date: to be agreed upon during contract signing. _____</p> <p>Completion or Expiry Date: to be agreed upon during contract signing</p> <p>Duration of the coverage Two (2) years renewable annually.</p>
3.2.3 (c)	<p>After the termination of this Contract, the activities are:</p> <p>_____</p> <p>_____</p>
3.6.1	<p>The liquidated damages per day is _____</p> <p>The date by when the compensation costs should be made is _____ days.</p> <p>The total amount of liquidated damages shall not exceed _____</p>
6.2 – 6.3	<p>Contract Price is _____</p> <p>The price shall be made in one lump sum on contract signature</p> <p>or the price shall be made on monthly installments of _____</p>
6.4	<p>Interest shall be paid to the Insurance Provider for each day of delayed payment at the rate of _____% per month.</p>
8.4.1	<p>The rules of procedure for arbitration proceedings <i>with a foreign Insurance Provider</i></p>

Number of GC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
	<p>shall be as follows:  <i>[For contracts entered into with foreign sellers, International commercial arbitration may have practical advantages over other dispute settlement methods].</i></p> <p style="text-align: center;"><b>(i) <i>If the Procuring Entity chooses the UNCITRAL Arbitration Rules, the following sample clause should be inserted:</i></b></p> <p>Any dispute, controversy or claim arising out of or relating to this Contract, or breach, termination or invalidity thereof, shall be settled by arbitration in accordance with the UNCITRAL Arbitration Rules as at present in force.</p> <p style="text-align: center;"><b>(ii) <i>If the Procuring Entity chooses the Rules of ICC, the following sample clause should be inserted:</i></b></p> <p>All disputes arising in connection with the present Contract shall be finally settled under the Rules of Conciliation and Arbitration of <b><i>the International Chamber of Commerce</i></b> by one or more arbitrators appointed in accordance with said Rules.</p> <p style="text-align: center;"><b>(iii) <i>If the Procuring Entity chooses the Rules of Arbitration Institute of Stockholm Chamber of Commerce, the following sample clause should be inserted:</i></b></p> <p>Any dispute, controversy or claim arising out of or in connection with this Contract, or the breach termination or invalidity thereof, shall be settled by arbitration in accordance with the Rules of the Arbitration Institute of the Stockholm Chamber of Commerce.</p> <p style="text-align: center;"><b>(iv) <i>If the Procuring Entity chooses the Rules of the London Court of International Arbitration, the following clause should be inserted:</i></b></p> <p>Any dispute arising out of or in connection with this Contract, including any question regarding its existence, validity or termination shall be referred to and finally resolved by arbitration under the Rules of the London Court of International Arbitration, which rules are deemed to be incorporated by reference to this clause.</p>

## **APPENDIX TO THE CONTRACT**

The Appendix to the contract shall be an **Insurance Policy** that shall provide a description of the Services, compensation procedure and all the contingencies that shall lead to the compensation claim. The Policy is an industry form (the norm) but would be negotiated before signature to ensure all parties concerns are taken into account. No provision or Clause in the Insurance Policy shall negate any Condition of Contract.

**BENEFICIAL OWNERSHIP DISCLOSURE FORM**

**INSTRUCTIONS TO TENDERERS: DELETE THIS BOX ONCE YOU HAVE COMPLETED THE FORM**

*This Beneficial Ownership Disclosure Form (“Form”) is to be completed by the successful tenderer. In case of joint venture, the tenderer must submit a separate Form for each member. The beneficial ownership information to be submitted in this Form shall be current as of the date of its submission.*

*For the purposes of this Form, a Beneficial Owner of a Tenderer is any natural person who ultimately owns or controls the Tenderer by meeting one or more of the following conditions:*

- Directly or indirectly holding 25% or more of the shares.*
- Directly or in directly holding 25% or more of the voting rights.*
- Directly or indirectly having the right to appoint a majority of the board of directors or equivalent governing body of the Tenderer.*

Tender Reference No.: \_\_\_\_\_ [*insert identification no*]  
 Name of the Assignment: \_\_\_\_\_ [*insert name of the assignment*]  
 to: \_\_\_\_\_ [*insert complete name of Procuring Entity*]

In response to your notification of award dated \_\_\_\_\_ [*insert date of notification of award*] to furnish additional information on beneficial ownership: \_\_\_\_\_ [*select one option as applicable and delete the options that are not applicable*]

I) We here by provide the following beneficial ownership information.

**Details of beneficial ownership**

<b>Identity of Beneficial Owner</b>	<b>Directly or indirectly holding 25% or more of the shares (Yes / No)</b>	<b>Directly or indirectly holding 25 % or more of the Voting Rights (Yes / No)</b>	<b>Directly or indirectly having the right to appoint a majority of the board of the directors or an equivalent governing body of the Tenderer (Yes / No)</b>
<i>[include full name (last, middle, first), nationality, country of residence]</i>			

OR

*ii) We declare that there is no Beneficial Owner meeting one or more of the following conditions: directly or indirectly holding 25% or more of the shares. Directly or indirectly holding 25% or more of the voting rights. Directly or indirectly having the right to appoint a majority of the board of directors or equivalent governing body of the Tenderer.*

OR

*We declare that we are unable to identify any Beneficial Owner meeting one or more of the following conditions. [If this option is selected, the Tenderer shall provide explanation on why it is unable to identify any Beneficial Owner]*

*Directly or indirectly holding 25% or more of the shares. Directly or indirectly holding 25% or more of the voting rights.*

*Directly or indirectly having the right to appoint a majority of the board of directors or equivalent governing*

*body of the Tenderer]”*

*Name of the Tenderer: .....\*[insert complete name of the Tenderer]\_\_\_\_\_*

*Name of the person duly authorized to sign the Tender on behalf of the Tenderer: \*\* [insert complete name of person duly authorized to sign the Tender]*

*Title of the person signing the Tender: ..... [insert complete title of the person signing the Tender]*

*Signature of the person named above: ..... [insert signature of person whose name and capacity are shown above]*

*Date signed ..... [insert date of signing] day of..... [Insert month], [insert year]*



