

Action Africa Help Uganda  
Country Office: PO Box 10501  
Plot 72 Ntinda Road  
Kampala, UGANDA



## **TENDER DOCUMENT**

# **PROVISION OF GROUP PERSONAL COVER TO THE MEMBERS OF AAHU FOR YEAR 2019**

**CLOSING DATE AND TIME:  
MONDAY, 17<sup>th</sup> JUNE 2019 AT 5.00PM**

## TENDER NOTICE

Action Africa Help Uganda invites eligible competent bidders for the following tenders:-

TENDER	Tender Item Description for Financial Years 2019-2020
AAHU/GPA/01/2019	Provision of group personal accident insurance service for Members of AAH Uganda

Completed tender documents must be submitted in enclosed plain sealed envelopes, clearly marked with the **Tender Number** and written either, "**Tender for Supply /Provision**"- "**Category Reference/Description**" and be received on or before **Monday,17<sup>th</sup> June 2019, 5:00Pm.**

### INTRODUCTION

**Action Africa Help Uganda (AAHU)** is a Non-Governmental Organization. Our work in Sudan (South), Uganda, Zambia, Somalia and Uganda is helping conflict-affected communities transition from reliance on humanitarian aid to sustainable long-term development.

## SECTION I - INVITATION FOR TENDERS

**TENDER REF. NO: AAHU/GPA/01/2019**

**TENDER NAME: Provision of Group Personal Accident Insurance Service**

- 1.1 The Action Africa Help Uganda invites sealed tenders from eligible bidders for Provision of Group personal Insurance service.
- 1.2 Interested eligible candidates may obtain further information from and inspect the tender documents at the **Procurement Office in Ntinda, Plot 72 Ntinda Rd** during normal office working hours.
- 1.3 A complete set of tender documents may be obtained by prequalified interested bidders from our Office in Ntinda
- 1.4 Prices quoted should be net inclusive of all taxes, and service delivery costs, must be in Uganda Shillings and shall remain valid for **60 days** from the closing date of the tender.
- 1.5 Completed tender documents are to be enclosed in plain sealed envelopes, marked with the tender number and name and be deposited in the **Tender Box at our office in Ntinda, plot 72, Ntinda Rd to be received on or before Monday , 17<sup>th</sup> June 2019, at 5:00pm.**
- 1.6 Bidders will be informed on the evaluation results

## SECTION II - INSTRUCTION TO TENDERERS

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## SECTION II- INSTRUCTIONS TO TENDERERS

### 2.1. **Eligible Tenderers**

- 2.1.1 This Invitation for Tenders is restricted to prequalified tenderers eligible as described in the Appendix to Instructions to Tenderers. Successful tenderers shall provide the services for the stipulated duration from the date of commencement specified in the tender documents.
- 2.1.2 The AAHU employees, committee members, board members and their relatives (spouse and children) are not eligible to participate in the tender.
- 2.1.3 Tenderers shall provide the qualification information statement that the tenderer (including all members of a joint venture and subcontractors) is not associated, or have been associated in the past, directly or indirectly, with a firm or any of its affiliates which have been engaged by AAHU to provide consulting services for the preparation of the design, specifications, and other documents to be used for the procurement of the services under this Invitation for tenders.
- 2.1.4 Tenderers involved in the corrupt or fraudulent practices or debarred from participating in public procurement shall not be eligible.

## **2.2 Cost of Tendering**

2.2.1 The Tenderer shall bear all costs associated with the preparation and submission of its tender, and AAHU, will in no case be responsible or liable for those costs. Regardless of the conduct or outcome of the tendering process

2.2.2 No price is to be charged for the tender document (Totally free of charge).

2.2.2 AAHU shall allow the tenderer to review the tender document free of charge.

## **2.3 Contents of Tender Document**

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

- (i) Instructions to Tenderers
- (ii) General Conditions of Contract
- (iii) Special Conditions of Contract
- (iv) Schedule of Requirements
- (v) Details of Insurance Cover
- (vi) Form of Tender
- (vii) Price Schedules
- (viii) Contract Form
- (ix) Confidential Business Questionnaire Form
- (x) Tender security Form
- (xi) Performance security Form
- (xii) Insurance Company's Authorization Form
- (xiii) Declaration Form
- (xiv) Request for Review Form

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

## **2.4 Clarification of Tender Documents**

2.4.1 A Candidate making inquiries of the tender documents may notify AAHU email at the procuring entity's address indicated in the Invitation for tenders. AAHU will respond in writing to any request for clarification of the tender documents, which it receives not later than two (2) days prior to the deadline for the submission of the tenders, prescribed by AAHU. Written copies of the Procuring entities response (including an explanation of the query but without identifying the source of inquiry) will be sent to all candidates who have received the tender documents.

2.4.2 AAHU shall reply to any clarifications sought by the tenderer within one (1) day of receiving the request to enable the tenderer to make timely submission of its tender.

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

## **2.5 Amendment of Tender Documents**

2.5.1 At any time prior to the deadline for submission of tenders, AAHU, for any reason, whether at its own initiative or in response to a clarification requested by a prospective tenderer, may modify the tender documents by issuing and addendum.

2.5.2 All prospective tenderers who have obtained the tender documents will be notified of the amendment by email and such amendment will be binding on them.

2.5.3 In order to allow prospective tenderers reasonable time in which to take the amendment into account in preparing their tenders, AAHU, at its discretion, may extend the deadline for the submission of tenders.

## **Language of Tenders**

2.6.1 The tender prepared by the tenderer, as well as all correspondence and documents relating to the tender exchanged by the tenderer and AAHU, shall be written in English language. Any printed literature furnished by the tenderer may be written in another language provided they are accompanied by an accurate English translation of the relevant passages in which case, for purposes of interpretation of the tender, the English translation shall govern.

## **2.7. Documents Comprising the Tender**

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

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

## **2.8. Form of Tender**

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

## **2.9. Tender Prices**

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

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

**2.9.3 Prices quoted by the tenderer shall remain constant throughout the tender period of (12) months. No variation of the tendered rates shall be allowed and any additional variation on the tendered rates shall be considered a substantial breach of contract.**

**Prices quoted by the tenderer shall remain fixed during the Term of the contract.**

**A tender submitted with an adjustable price quotation will be treated as non-responsive and will be rejected, pursuant to paragraph 2.20.5**

**NOTE: Satisfactory Services**

**These are the services, which in the Procuring Entity's opinion, have been provided in a responsive manner aimed at satisfying the procuring entity's tendered services.**

**2.10. Tender Currencies**

2.10.1 Prices shall be quoted in Uganda Shillings

**2.11. Tenderers Eligibility and Qualifications**

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

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

**2.12. Tender Security**

2.12.1 No tender security is required.

**2.13. Validity of Tenders**

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

2.13.2 In exceptional circumstances, the Procuring entity may solicit the Tenderer's consent to an extension of the period of validity. The request and the responses thereto shall be made in writing. A tenderer granting the request will not be required nor permitted to modify its tender.

## **2.14. Format and Signing of Tenders**

- 2.14.1 The presentation of tender will be of **two(2) envelope method (Technical and Financial)**;  
The tenderer shall prepare an original and a copy of the Technical tender, clearly marking each "ORIGINAL TENDER" and "COPY OF TENDER," and a copy of the Financial tender as appropriate. In the event of any discrepancy between them, the original shall govern.
- 2.14.2 The original and all copies of the tender shall be typed or written in indelible ink and shall be signed by the tenderer or a person or persons duly authorized to bind the tenderer to the contract. All pages of the tender, except for un-amended printed literature, shall be initialed by the person or persons signing the tender.
- 2.14.3 The tender shall have no interlineations, erasures, or overwriting except as necessary to correct errors made by the tenderer, in which case such corrections shall be initialed by the person or persons signing the tender.

## **2.15 Sealing and Marking of Tenders**

- 2.15.1 The tenderer shall seal the original and the copy of the tender in separate envelopes, duly marking the Technical and Financial envelopes as "ORIGINAL TENDER" and "COPY OF TENDER". The envelopes shall then be sealed in an outer envelope.
- 2.15.2 The inner and outer envelopes shall:
- (a) be addressed to AAHU at the address given in the Invitation to Tender.
  - (b) bear tender number and name in the invitation to tender and the words, **"DO NOT OPEN BEFORE Thursday, 4<sup>th</sup> July 2018, 5:00 Pm**
- 2.15.3 The inner envelopes shall also indicate the name and address of the tenderer to enable the tender to be returned unopened in case it is declared "late".
- 2.15.4 If the outer envelope is not sealed and marked as required by paragraph 2.15.2, AAHU will assume no responsibility for the tender's misplacement or premature opening.

## **2.16. Deadline for Submission of Tenders**

- 2.16.1 Tenders must be received by AAHU at the address specified under paragraph 2.15.2 not later than **Thursday, 13<sup>th</sup> Jun 2019, 5:00Pm**
- 2.16.2 AAHU may, at its discretion, extend this deadline for the submission of tenders by amending the tender documents in accordance with paragraph 2.5.3 in which case all rights and obligations of AAHU and candidates previously subject to the deadline will thereafter be subject to the deadline as extended.
- 2.16.3 Bulky tenders which will not fit the tender box shall be received by the procuring entity as provided for in the appendix.



## **2.17. Modification and Withdrawal of Tenders**

- 2.17.1 The tenderer may modify or withdraw its tender after the tender's submission, provided that written notice of the modification, including substitution or withdrawal of the tenders, is received by the AAHU prior to the deadline prescribed for submission of tenders.
- 2.17.2 The tenderer's modification or withdrawal notice shall be prepared, sealed, marked and dispatched in accordance with the provisions of paragraph 2.15. a withdrawal notice may also be sent by fax or email but followed by a signed confirmation copy, postmarked not later than the deadline for submission of tenders.
- 2.17.3 No tender may be modified after the deadline for submission of tenders.
- 2.17.4 No tender may be withdrawn in the interval between the deadline for submission of tenders and the expiration of the period of tender validity. Withdrawal of a tender during this interval may result in the Tenderer's forfeiture of its tender security, pursuant to paragraph 2.12.7.

## **2.18. Opening of Tenders**

- 2.18.1 AAHU will open all tenders in the presence of procurement committee, on or after Tuesday, **18th June 2019**.
- 2.18.2 The tenderers' names, tender modifications or withdrawals, tender prices, discounts, and the presence or absence of requisite tender requirements and such other details as the Procuring entity, at its discretion, may consider appropriate, will be announced at the opening.
- 2.18.3 AAHU will prepare minutes of the tender opening, which will be submitted to members that signed the tender opening register.

## **2.19 Clarification of Tenders**

- 2.19.1 To assist in the examination, evaluation and comparison of tenders AAHU may, at its discretion, ask the tenderer for a clarification of its tender. The request for clarification and the response shall be in writing, and no change in the prices or substance of the tender shall be sought, offered, or permitted.
- 2.19.2 Any effort by the tenderer to influence the AAHU in the tender evaluation, tender comparison or contract award decisions may result in the rejection of the tenderers' tender.

## **2.20 Preliminary Examination and Responsiveness**

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

- 2.20.2 **No arithmetical errors will be rectified.** If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail, and the total price *shall not* be corrected. If there is a discrepancy between words and figures, the amount in words will prevail.
- 2.20.3 The AAHU may waive any minor informality or non-conformity or irregularity in a tender which does not constitute a material deviation provided such waiver does not prejudice or affect the relative ranking of any tenderer.
- 2.20.4 Prior to the detailed evaluation, pursuant to paragraph 2.20, the Procuring entity will determine the substantial responsiveness of each tender to the tender documents. For purposes of these paragraphs, a substantially responsive tender is one which conforms to all the terms and conditions of the tender documents without material deviations the Procuring entity's determination of a tender's responsiveness is to be based on the contents of the tender itself without recourse to extrinsic evidence.
- 2.20.5 If a tender is not substantially responsive, it will be rejected by the procuring entity and may not subsequently be made responsive by the tenderer by correction of the nonconformity.

## **2.21. Conversion to single currency**

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

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

- 2.22.1 The AAHU will evaluate and compare the tenders which have been determined to be substantially responsive, pursuant to paragraph 2.20
- 2.22.2 The AAHU's evaluation of a tender will take into account, in addition to the tender price, the following factors, in the manner and to the extent indicated in paragraph 2.22.3.
- (a) operational plan proposed in the tender;
  - (b) deviations in payment schedule from that specified in the Special Conditions of Contract
- 2.22.3 Pursuant to paragraph 2.22.2. the following evaluation methods will be applied.
- (a) Operational Plan
    - (i) The AAHU requires that the services under the Invitation for Tenders shall be performed at the time specified in the Schedule of Requirements. Tenders offering to perform longer than the procuring entity's required delivery time will be treated as non-responsive and rejected.

(b) Deviation in payment schedule

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

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

## **2.23. Contacting the Procuring entity**

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

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

## **2.24 Post-qualification**

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

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

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

## **2.25 Award Criteria**

2.25.1 Subject to paragraph 2.29 the AAHU will award the contract to the successful tenderer whose tender has been determined to be substantially responsive and has been determined to be the lowest evaluated tender, provided further that the tenderer is determined to be qualified to perform the contract satisfactorily.

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

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

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

2.26.1 The AAHU reserves the right to accept or reject any tender, and to annul the tendering process and reject all tenders at any time prior to contract award, without thereby incurring any liability to the affected tenderer or tenderers or any obligation to inform the affected tenderer or tenderers of the grounds for the AAHU's action. If the AAHU determines that none of the tenders is responsive, the AAHU shall notify each tenderer who submitted a tender.

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

2.26.3 A tenderer who gives false information in the tender document about is qualification or who refuses to enter into a contract after notification of contract award shall be considered for debarment from participating in future public procurement.

## **2.27 Notification of Award**

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

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

2.27.3 AAHU will promptly notify each unsuccessful Tenderer

### **2.27 Signing of Contract**

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

2.28.2 Within four **(3) days** of receipt of the Contract Form, the successful tenderer shall sign and date the contract and return it to the AAHU.

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

2.28.4 The parties to the contract shall have it signed within 3 days from the date of notification of contract award unless there is an administrative review request.

## **2.29 Performance Security**

2.29.1 Not required

2.29.2 Not required.

## **2.30 Corrupt or Fraudulent Practices**

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

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

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

## **APPENDIX TO INSTRUCTIONS TO TENDERERS**

### **Notes on the Appendix to the Instruction to Tenderers**

1. The Appendix to instructions to tenderers is intended to assist the procuring entity in providing specific information in relation to corresponding clause in the instructions to Tenderers included in Section II and has to be prepared for each specific procurement.
2. The procuring entity should specify in the appendix information and requirements specific to the circumstances of the procuring entity, the procuring of the procurement, and the tender evaluation criteria that will apply to the tenders.
3. In preparing the Appendix the following aspects should be taken into consideration;
  - (a) The information that specifies and complements provisions of Section II to be incorporated.
  - (b) Amendments and/or supplements if any, to provisions of Section II as necessitated by the circumstances of the specific procurement to be also incorporated.
4. Section II should remain unchanged and can only be amended through the Appendix to instructions to tenders.
5. Any clause to be included in the appendix to instructions to tenderers must be consistent with the applicable public procurement law and regulations.

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

INSTRUCTIONS TO TENDERERS	PARTICULARS OF APPENDIX TO INSTRUCTIONS TO TENDERERS.
2.1	Firms Offering Group Personal Accident Insurance cover Services Registered in Uganda. The Successful tenderer shall provide the services for the period as shall be specified in the contract.
2.9.3	Prices quoted by the tenderer shall remain constant throughout the tender period <b>{two (2) years}</b> . No additional variation on the tendered sum shall be allowed and any additional variation on the tendered sum shall be considered a substantial breach of contract.
2.10	Prices shall be quoted in Uganda Shillings.
2.11	For the purposes of establishing its eligibility, the tenderer shall furnish: i) Certificate of incorporation, ii) Valid Certificate of Tax Compliance, iii) PIN and VAT Registration Certificate, iv) Company Profile on the provided business questionnaire, v) Valid Single Business Permit, vi) Must submit membership of Association of Uganda Insurance. vii) Litigation history of the company (provide duly signed self-sworn affidavit for both court and arbitration)
2.12	<b>Tender Security:-</b> N/A.
2.16.3	Bulky tenders which will not fit in the tender box shall be delivered and registered at the Procurement Office.
Other's as necessary	Right to award Contract:- AAHU reserves the right to award the contract in whole or in part without any change in the Unit price or other terms and conditions.

### SECTION III - GENERAL CONDITIONS OF CONTRACT

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### SECTION III GENERAL CONDITIONS OF CONTRACT

#### 3.1. Definitions

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

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

(h) "Day" means calendar day

**3.2. Application**

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

**3.3. Standards**

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

**3.4. Use of Contract Documents and Information**

3.4.1 The Contractor shall not, without the AAHU's prior written consent, disclose the Contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the AAHU in connection therewith, to any person other than a person employed by the contractor in the performance of the Contract.

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

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

**3.5. Patent Rights**

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

**3.6. Performance Security**

3.6.1 N/A

**3.7. Delivery of services and Documents**

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

**3.8. Payment**

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



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

### **3.9. Prices**

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

3.9.2 Contract price variations for the tendered rates shall not be allowed in the duration of the contract.

### **3.10. Assignment**

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

### **3.11. Termination for Default**

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

- (a) if the Contractor fails to provide any or all of the services within the period(s) specified in the Contract, or within any extension thereof granted by the AAHU.
- (b) If the Contractor fails to perform any other obligation(s) under the Contract
- (c) If the Contract in the judgment of the AAHU has engaged in corrupt or fraudulent practices in competing for or in executing the contract

3.11.2 In the event the AAHU terminates the contract in whole or in part, it may procure, upon such terms and in such manner as it deems appropriate, services similar to those undelivered, and the Contractor shall be liable to the AAHU for any excess costs for such similar services. However the contractor shall continue performance of the contract to extent not terminated.

### **3.12. Termination for Insolvency**

3.12.1 The AAHU may at any time terminate the contract by giving written notice to the Contractor if the contractor becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the contractor, provided that such termination will not prejudice or affect any right of action or remedy, which has accrued or will accrue thereafter to the AAHU.

### **3.13. Termination for Convenience**

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

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

### **3.14 Resolution of Disputes**

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

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

### **3.15 Governing Language**

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

### **3.16 Applicable Law**

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

### **3.17 Force Majeure**

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

### **3.18 Notices**

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

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

## SECTION IV - SPECIAL CONDITIONS OF CONTRACT

### 4.1. CONDITIONS TO BE MET BY THE INSURANCE COMPANY

- 4.1.1 Must be registered with the regulatory body of Insurance for the current year and a copy of the current license be submitted.
- 4.1.2 Must have done annual gross premiums in previous year (attach proof)
- 4.1.3 Must have paid up capital (attach proof)
- 4.1.4 Must give a list of 5 (five) reputable clients and the total clients premiums for the previous year
- 4.1.5 Must submit a copy of the audited accounts for the previous year
- 4.1.6 Must have total number of management staff of at least 4(attach proof)
- 4.1.7 Must submit copies of the following documents;
  - (a) PIN Certificate / Income Tax / V.A.T / P.A.Y.E
  - (b) Valid Tax Compliance Certificate
  - (c) Certificate of Registration/Incorporation
  - (d) Valid Single Business Permit
  - (e) Company Profile
- 4.1.8 Must be a member of the Association of Uganda Insurance (AUI)
- 4.1.9 Proof of handling equivalent risks (group personal accident)
- 4.1.10 Bid security N/A

Reference of general conditions of contract	Special condition of contract
3.6 Performance security	N/A
3.6 Delivery of Services	Commencement of the service as per the terms of contract agreement
<b><u>NOTE:</u></b> <b><u>Satisfactory Services</u></b>	<b>These are the services, which in the Procuring Entity's opinion, have been provided in a responsive manner aimed at satisfying the procuring entity's tendered services.</b>
3.8 Payment	One-off payment on insurance premium finance.
3.9 Price adjustment	<u>Shall not be done on mathematical errors.</u> Price variation for contracts not exceeding 12 months shall not be permitted.
3.16 Applicable law	Laws of Uganda

3.18 Notices	Successful tenderer shall provide services as they are agreed in contract including honoring jure documented claims within 30 days

**SECTION V - SCHEDULE OF REQUIREMENTS**

**TERMS OF REFERENCE (TOR) FOR PROVISION OF GROUP PERSONAL ACCIDENT**

<b>PROPOSED INSURED:</b>	<b>ACTION AFRICA HELP UGANDA</b>
<b>CLASS OF INSURANCE:</b>	<b>GROUP PERSONAL ACCIDENT</b>
<b>COVER:</b>	Provide compensation for disablement resulting from accidental , Bodily injury sustained or death to the Insured member.
<b>INSURED PERSONS:</b>	Actual No. 186
<b>BENEFITS &amp; LIMITS:</b>	<ul style="list-style-type: none"> <li>i. Death either within or outside the country-This shall be equivalent to three years of the annual basic remunerative package.</li> <li>ii. Permanent Total Disablement</li> <li>iii. Temporary Total Disablement</li> <li>iv. Deletions and inclusions of new members as and when required.</li> <li>v. Medical Expenses (indicate)</li> <li>vi. Claims should be settled within 7 days of notification.</li> <li>vii. 24 hour world-wide cover for the insured</li> <li>viii. An inbuilt last expense of shs.....shall be included alongside Group Personal Accident Insurance Cover. The last expense amount shall be paid within 48 hours of notification of demise of a covered member.</li> <li>ix. Provision of evacuation and hospital transfers for the injured,</li> <li>x. Exclusions should be stated if any.</li> </ul>

<b>Coverage</b>	i. Full details of the cover in and outside Uganda and all exclusions that are applicable
<b>Output Deliverables</b>	i. Undertake a sensitization of the insured on the cover and the claim procedures. ii. Deliver quarterly reports on the injured, disabled and deaths including payment claims of the insured. iii. Give regular endorsements of the added staff and premiums due as and when this happens.
<b>CANCELLATION NOTICE</b>	Sixty (60) Days
<b>Age limit of the insured:</b>	18-60 years
<b>TOTAL GROSS SALARY FOR 183 STAFF PER MONTH</b>	298,301,217

## **EVALUATION CRITERIA**

### **STAGE 1: MANDATORY REQUIREMENTS (PRELIMINARY EVALUATION)**

- **The firm must meet all the mandatory requirements.**

NO	MANDATORY REQUIREMENTS
MR 1	Submission of a Copy of Certificate of Incorporation/ Registration
MR 2	Submission of a valid Copy of URA Tax compliance certificate
MR 3	Submission of a TIN and V.A.T Certificate
MR 4	Submission of a Single Business Permit 2017/2018
MR 5	Must be a member of the Association of Uganda Insurers (AUI) in good standing. (Attach copy of membership certificate).
MR 7	Submission of Insurance Regulatory Authority (IRA) for the current year and a copy of the current license.
MR 8	Submission of a dully filled up Confidential Business Questionnaire in format provided (Page 31)

### **MANDATORY 2**

**Tenderers are required to indicate that they will meet the following mandatory conditions by indicating "Yes or No"**

S/NO	ACTION AFRICA HELP UGANDA BENEFITS	YES/NO
1	Cover Death either within or outside the country - three years of the annual basic remunerative package.	
2	Cover Temporary Total Disablement	
3	Cover Permanent Total Disability	
4	Provide Medical Expenses	
5	Provide for deletions and inclusions of new members as and when required.	
6	State exclusions if any.	
7	No exclusion on HIV & AIDS, Pre-existing conditions and chronic illnesses	
8	An inbuilt last expense of shs..... shall be included alongside Group Personal Accident Insurance Cover.	
9	The last expense amount shall be paid within 48 hours of notification of demise of a covered member.	
10	Settle claims within seven days of notification	
11	Provision of evacuation and hospital transfers for the injured	

**NOTE:**

- **Bidders meeting the entire above mandatory requirements will be subjected to Technical Evaluation Criteria and marks assigned as indicated below:**

**STAGE TWO: TECHNICAL EVALUATION**

- Insurance Companies will be required to submit evidence for the following Technical evaluation:

TECHNICAL EVALUATION FOR GROUP LIFE INSURANCE COVER POINTS ALLOCATED		Max Score	Bidder's Scores
1.	Company profile:- provide the following:- (i) Organizational structure (5 Marks) (ii) Quality Statement. (5 mark) (iii) Organizational Service Charter ( 5Marks) (iii) Details the of board of directors and their CVs (5 marks) (iv) Details of three key technical staffs with experience in the insurance field - Attach their CVs and academic certificates for each key staff. (5 marks)	25 marks	

2.	Experience in provision of services of similar nature –Attach copies of award letters/contracts for the last five years from at least five reputable clients-one client per year. Address and telephone numbers of the clients who may be contacted for further information on those contracts must be provided. <b>(4 Marks for each client each year with complete details).</b>	<b>20 marks</b>	
3.	Financial Ability- (i) Financial analysis ( Net worth , Current Ratio, Liquidity ratio)- Attach Audited financial Statements for the last three years <b>(10 marks for each parameter indicated)</b>	<b>25 marks</b>	
4.	Customer Support- (i) Claims settlement- Attach evidence of payment of claims – e.g processed claims and all the relevant attachments for the same. The claims should be above UGshs. 5 million each and at least one claim per year in the last five years (2Marks for each claim settlement evidence provided) <b>(10 Marks)</b>  (ii) Provide a list of appointed Hospitals, Clinics and Doctors all over the country that can be accessed by the Members of AAHU. <b>(5 marks)</b>  (iii) Claim Procedure- Provide details of claim procedure with specific timelines.( Preference will be given to shorter claim procedures) <b>Total 10 Marks - prorated as follows:</b> <b>0 - 7days - 10 Marks</b> <b>0 - 14 days - 8 Marks</b> <b>0 - 30 days - 4Marks</b>  (iii)Litigation History-Provide a statement of the company’s litigation History for the last five years. <b>( 5 Marks)</b>	<b>30 marks</b>	
	<b>Total Marks</b>	<b>100 %</b>	
	<b>Pass Mark</b>	<b>70 %</b>	

**NOTE:**

1. Any firm which has exclusions on its Group Life Insurance Cover should clearly state and attach write up of the same to the tender documents (original and copy).
2. A bid that does not meet the 70% of the Technical score will not proceed to Financial evaluation.

### STAGE THREE: FINANCIAL EVALUATION

The firms that are technically responsive will be scored and added to the financial score to determine the highest scored evaluated bidder.

The formula for determining the financial score (SF) shall be as follows:

$$SF = 100 \times FI/F$$

Where: SF is financial score  
 FI is lowest priced financial proposal  
 F is price of the proposal under consideration

Tenders will be ranked according to their combined technical (ST) and financial (SF) scores using the weights (T = 0.70, given to the Technical Proposal, P = 0.30, given to the Financial proposal and; T + P = 1.00

The combined technical and financial score (S) is calculated as follows:

$$S = (ST \times T\%) + (SF \times P\%)$$

The firm that will achieve the highest combined technical and financial score, will be recommended for the award of the tender.

### PRICING SCHEDULE

Prices shall be inclusive of all taxes; claims for lack of understanding or omission in this regard will not be accepted after the award of the tender.

The bidder **MUST** complete and submit the tables below. The premiums must be quoted on basis of all the categories stated below.

### Price Schedule Form

CATEGORY	POPULATION OF MEMBERS	EARNINGS Per month	PREMIUM PER MEMBER	PREMIUM TOTAL
STAFF	183	298,301,217		



<b>REMARKS</b>	
----------------	--

**TOTAL PREMIUMS UG SHS**

.....  
 .....

**SECTION VI - STANDARD FORMS**

**Notes on the standard Forms**

1. **Form of TENDER** - The form of Tender must be completed by the tenderer and submitted with the tender documents. It must also be duly signed by duly authorized representatives of the tenderer.
2. **Price Schedule Form** - The price schedule form must similarly be completed and submitted with the tender.
3. **Contract Form** - The contract form shall not be completed by the tenderer at the time of submitting the tender. The contract form shall be completed after contract award and should incorporate the accepted contract price.
4. **Confidential Business Questionnaire Form** - This form must be completed by the tenderer and submitted with the tender documents.
5. **Tender Security Form** - Not required
6. **Performance security Form** - Not required

**Form of Tender**

To: Name and address of procuring entity Date \_\_\_\_\_  
Tender No.  
Tender Name

Gentlemen and/or Ladies:-

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

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

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

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

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

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 2019

\_\_\_\_\_  
[Signature] [In the capacity of]

Duly authorized to sign tender for and on behalf of \_\_\_\_\_

**CONFIDENTIAL BUSINESS QUESTIONNAIRE**

You are requested to give the particulars indicated in Part 1 and either Part 2 (a), 2(b) or 2(c) whichever applied to your type of business.  
You are advised that it is a serious offence to give false information on this form.

Part 1 General

Business Name .....  
Location of Business Premises .....  
Plot No,..... Street/Road .....  
Postal address ..... Tel No. .... Fax Email .....  
Nature of Business .....  
Registration Certificate No. ....  
Maximum value of business which you can handle at any one time - UGshs. ....  
Name of your bankers.....  
Branch.....

Part 2 (a) - Sole Proprietor

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

Part 2 (b) - Partnership

Given details of partners as follows

Name	Nationality	Citizenship details	Shares
1. ....	.....	.....	.....
2. ....	.....	.....	.....
3. ....	.....	.....	.....
4. ....	.....	.....	.....

Part 2 (c) - Registered Company

Private or Public

State the nominal and issued capital of company

Nominal UGshs.

Issued UGshs.

Given details of all directors as follows

Name	Nationality	Citizenship details	Shares
1. ....	.....	.....	.....
2. ....	.....	.....	.....
3. ....	.....	.....	.....
4. ....	.....	.....	.....

Date.....Signature of Candidate.....

## TENDER SECURITY FORM

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

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

THE CONDITIONS of this obligation are:-

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

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

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

[Authorized Signatories and official stamp of the Bank]

*(Amend accordingly if provided by Insurance Company)*

**PERFORMANCE SECURITY FORM**

To: .....  
[Name of procuring entity]

WHEREAS ..... [name of tenderer]  
(Hereinafter called "the tenderer") has undertaken, in pursuance of Contract No. \_\_\_\_\_  
[reference number of the contract] dated \_\_\_\_\_  
20 \_\_\_\_\_ to supply .....  
[description of insurance services] (Hereinafter called "the Contract")

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

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

THEREFORE WE hereby affirm that we are Guarantors and responsible to you, on behalf of the tenderer, up to a total of .....  
[amount of the guarantee in words and figures], and we undertake to pay you, upon your first written demand declaring the tenderer to be in default under the Contract and without cavil or argument, any sum of money within the limits of ..... [Amount of guarantee] as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

This guarantee is valid until the \_\_\_\_\_ day of \_\_\_\_\_  
20 \_\_\_\_\_

Signature and seal of the Guarantors

\_\_\_\_\_  
[Name of bank of financial institution]

\_\_\_\_\_  
[Address]

\_\_\_\_\_  
[Date]

*(Amend accordingly if provided by Insurance Company)*

FORM RB 1

REPUBLIC OF UGANDA

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...

**REQUEST FOR REVIEW**

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

- 1.
  - 2.
- etc.

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

- 1.
  - 2.
- etc

SIGNED .....(Applicant)

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

---

**FOR OFFICIAL USE ONLY**

Lodged with the Secretary Public Procurement Administrative Review Board on ..... day of .....20.....

SIGNED

Board Secretary



## ACTION AFRICA HELP UGANDA

Dear Sir,

RE: Tender Request No.

**Title of the order contents: MEDICAL INSURANCE**

We invite you here to submit, an offer for medical services.

The quote must be dated and stamped.

The bid should be sealed in an envelope and deposited in a bid box.

<b>Benefit</b>	<b>Cover Type</b>	<b>Option I</b>	<b>Option II</b>	<b>Option III</b>
Inpatient	Per Person			
Outpatient	Per Person			
Dental	Per Person			
Optical	Per Person			
Maternity	Per Family			
Funeral Expense	Per person			
<b>Premium Per Person</b>				
<b>Total Premiums based on 500lives</b>				
<b>Insurance Training Levy (0.5%)</b>				
<b>Stamp Duty</b>				
<b>Grand Totals</b>				

Please send us quotation based on the above benefits and if possible provide more details of your benefits,

Deadline for quotation is 17<sup>TH</sup> JUNE 2019

You can also attach list of your service providers in the country