

COUNTY GOVERNMENT OF KIAMBU



TENDER DOCUMENT

FOR

PROVISION OF GROUP MEDICAL INSURANCE COVER FOR THE COUNTY EXECUTIVE-FY 2020/2021

NEGOTIATION NO. 855940

CLOSING DATE: 1200HRS, THURSDAY, 18TH MARCH 2021

Thika Town Hall
P.O Box 2344-00900 Kiambu
TEL: +254709877000
Email: procurement@kiambu.go.ke

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DEPARTMENT OF FINANCE AND ECONOMIC PLANNING

TEL: 25470987F0 info@kiambu.go.ke website: www.kiambu.go.ke twitter: @KiambuCountyGov

Date: 3rd March 2021

Re: NEGOTIATION NUMBER 855940: - PROVISION OF GROUP MEDICAL INSURANCE COVER FOR THE FINANCIAL YEAR 2020/2021 - RENEWABLE UNDER THE SAME TERMS FOR ONE YEAR

The County Government of Kiambu, through the County Treasury, invites sealed bids from eligible candidates to provide staff Medical Insurance Cover for an initial period of twelve months and renewable for a further twelve months upon consent by two parties and satisfactory performance of the contract by the successful vendor.

Interested eligible (licensed underwrites only) candidates may obtain further information through the Supply Chain Management Directorate using the email procurement@kiambu.go.ke. A complete set of tender documents may be viewed and downloaded free of charge from the County's website www.kiambu.go.ke and www.tenders.go.ke

Prices quoted should be net inclusive of all taxes and all costs, must be expressed in Kenya shillings and shall remain valid for a period of 90 days from the closing date of the tender.

Completed tender documents **MUST** be submitted online through the IFMIS Supplier portal <https://supplier.treasury.go.ke>, and the original Tender Security **MUST** be dropped at the tender box outside Room 15B, Thika Townhall or addressed so as to reach the:

**Chief Officer
Revenue, ICT, Supply Chain Management & Internal Audit
P. O. Box 2344-00900
Kiambu**

On or before **18th March 2021 at noon**. The tender will be opened immediately thereafter in the presence of the candidates or their representatives who choose to attend the meeting to be held on Thika Townhall Chambers.

**Chief Officer,
Revenue, ICT, Supply Chain Management & Internal Audit**

SECTION II - INSTRUCTIONS TO TENDERERS

2.1. Eligible Tenderers

- 2.1.1 This Invitation for Tenders is open to all tenderers eligible as described in the Appendix to Instructions to Tenderers. Successful tenderers shall provide the services for the stipulated duration from the date of commencement (hereinafter referred to as the term) specified in the tender documents.
- 2.1.2 The procuring entity's employees, committee members, board members and their relatives (spouse and children) are not eligible to participate in the tender unless where specially allowed under section 131 of the Act.
- 2.1.3 Tenderers shall provide the qualification information statement that the tenderer (including all members of a joint venture and subcontractors) is not associated, or have been associated in the past, directly or indirectly, with a firm or any of its affiliates which have been engaged by the Procuring entity to provide consulting services for the preparation of the design, specifications, and other documents to be used for the procurement of the services under this Invitation for tenders.
- 2.1.4 Tenderers involved in corrupt or fraudulent practices or debarred from participating in public procurement shall not be eligible.

2.20 Cost of Tendering

- 2.2.1 The Tenderer shall bear all costs associated with the preparation and submission of its tender, and the procuring entity, will in no case be responsible or liable for those costs. Regardless of the conduct or outcome of the tendering process
- 2.2.2 The price to be charged for the tender document shall not exceed Kes.1,000/=
- 2.2.3 The procuring entity shall allow the tenderer to review the tender document free of charge before purchase.

2.20 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

2.20.1 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.

2.20 Clarification of Tender Documents

2.4.1 A Candidate making inquiries of the tender documents may notify the Procuring entity by post, fax or by email at the procuring entity's address indicated in the Invitation for tenders. The Procuring entity will respond in writing to any request for clarification of the tender documents, which it receives not later than seven (7) days prior to the deadline for the submission of the tenders, prescribed by the procuring entity. Written copies of the Procuring entities response (including an explanation of the query but without identifying the source of inquiry) will be sent to all candidates who have received the tender documents.

2.4.2 The procuring entity shall reply to any clarifications sought by the tenderer within 3 days of receiving the request to enable the tenderer to make timely submission of its tender.

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

2.20 Amendment of Tender Documents

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

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

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

Language of Tenders

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

2.7. Documents Comprising the Tender

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

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

2.8. Form of Tender

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

2.9. Tender Prices

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

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

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

2.10. Tender Currencies

2.10.1 Prices shall be quoted in Kenya Shillings

2.11. Tenderers Eligibility and Qualifications

2.11.1 Pursuant to paragraph 2.1 the tenderer shall furnish, as part of its tender, documents establishing the tenderers eligibility to tender and its qualifications to perform the contract if 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 the Procuring entity's satisfaction that the tenderer has the financial and technical capability necessary to perform the contract.

2.12. Tender Security

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

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

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

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

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

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

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

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

2.12.8 The tender security may be forfeited:

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

(2) If the tenderer reject correction of an arithmetic error in the tender.

2.13. Validity of Tenders

2.13.1 Tenders shall remain valid for 90 days after the 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. The tender security provided under paragraph 2.12 shall also be suitably extended. A tenderer granting the request will not be required nor permitted to modify its tender.

2.14. Format and Signing of Tenders

2.20.1 The tenderer shall prepare the tender document appropriately and submit it through the IFMIS supplier portal (in PDF format).

2.20.2 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.

2.14.2 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.

2.20 Sealing and Marking of Tenders

2.15.1 The tenderer shall submit the Tender on the IFMIS supplier portal <https://supplier.treasury.go.ke> and also seal the original tender security in an envelope duly marking the envelope as "ORIGINAL TENDER SECURITY" and the Negotiation Number 855940

2.15.2 The envelope shall:

- (a) be addressed to the Procuring entity 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 (*18th March 2021 at 12.00 pm*)"

2.16. Deadline for Submission of Tenders

2.16.1 Tenders must be received by the Procuring entity at the address specified under paragraph 2.15.2 not later than *18th March 2021 at 12.00 pm*.

2.16.2 The Procuring entity may, at its discretion, extend this deadline for the submission of tenders by amending the tender documents in accordance with paragraph 2.5.3 in which case all rights and obligations of the Procuring entity and candidates previously subject to the deadline will thereafter be subject to the deadline as extended.

2.17. Modification and Withdrawal of Tenders

2.20.1 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 Procuring entity 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 The Procuring entity will open all tenders in the presence of tenderers' representatives who choose to attend, at **1200hrs on Thursday, 18th March 2021** and in the location specified in the invitation for tenders. The tenderers' representatives who are present shall sign a register evidencing their attendance.
- 2.18.2 The tenderer's' names, tender modifications or withdrawals, tender prices, discounts, and the presence or absence of requisite tender security and such other details as the Procuring entity, at its discretion, may consider appropriate, will be announced at the opening.
- 2.18.3 The Procuring entity will prepare minutes of the tender opening, which will be submitted to tenderers that signed the tender opening register and will have made the request.

2.20 Clarification of Tenders

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

2.20 Preliminary Examination and Responsiveness

- 2.20.1** The Procuring entity will examine the tenders to determine whether they are complete, whether any computational errors have been made, whether required sureties have been furnished, whether the documents have been properly signed, and whether the tenders are generally in order.
- 2.20.2 Arithmetical errors will be rectified on the following basis. If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail, and the total price shall be corrected. If the candidate does not accept the

correction of the errors, its tender will be rejected, and its tender security forfeited. If there is a discrepancy between words and figures, the amount in terms will prevail

- 2.20.3 The Procuring entity may waive any minor informality or non-conformity or irregularity in a tender which does not constitute a material deviation provided such waiver does not prejudice or affect the relative ranking of any tenderer.
- 2.20.4 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, the Procuring entity will convert those currencies to Kenya Shillings using the selling exchange rate on the date of tender closing provided by the Central Bank of Kenya.

2.22. Evaluation and Comparison of Tenders

- 2.22.1 The Procuring entity will evaluate and compare the tenders which have been determined to be substantially responsive, pursuant to paragraph 2.20
- 2.22.2 The Procuring entity's evaluation of a tender will take into account, in addition to the tender price, the following factors, in the manner and to the extent indicated in paragraph 2.22.3.

(2) operational plan proposed in the tender;

(2) 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.

(2) Operational Plan

- (i) The Procuring entity requires that the services under the Invitation for Tenders shall be performed at the time specified in the Schedule of Requirements. Tenders offering to perform longer than the procuring entity's required delivery time will be treated as non-responsive and rejected.

(2) 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 Procuring entity 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 Procuring entity in its decisions on tender evaluation, tender comparison, or contract award may result in the rejection of the Tenderers' tender.

2.20 Post-qualification

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

2.24.2 The determination will take into account the tenderer financial and technical capabilities. It will be based upon an examination of the documentary evidence of the tenderers qualifications submitted by the tenderer, pursuant to paragraph 2.11.2, as well as such other information as the Procuring entity 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 Procuring entity 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 Procuring entity will award the contract to the successful tenderer whose tender has been determined to be substantially responsive and has been determined to be the 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 the 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

2.20.1 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 before contract award, without thereby incurring any liability to the affected tenderer or tenderers or any obligation to inform the affected tenderer or tenderers of the grounds for the Procuring entity's action. If the Procuring entity determines that none of the tenders is responsive, the Procuring entity shall notify each tenderer who submitted a tender.

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

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

2.20 Notification of Award

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

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

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

2.20 Signing of Contract

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

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

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

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

2.20 Performance Security

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

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

2.20 Corrupt or Fraudulent Practices

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

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

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

Appendix to instructions to Tenderers

The following information for the 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.

Instruction to tender reference	Particulars of Appendix to instructions to tenderers
2.1	Particulars of eligible tenderers: Insurance Underwriting Companies Licensed by the Insurance Regulatory Authority to transact business in Kenya. MUST have a minimum of 5 years in offering medical insurance services.
2.2.2	Price to be charged for tender documents. To be downloaded free of charge.
2.12.2	Particulars of tender security if applicable: Kenya Shillings 200,000.00 valid for 120 days after the date of tender opening. In the form of a bank guarantee
2.13	Validity of tenders: Tenders shall remain valid for 90 days after the date of tender opening.

2.20.1 Preliminary Evaluation Criteria

Mandatory Requirements

Tenderers are required to submit copies of the following Mandatory documents, which will be used during Preliminary Examination to determine responsiveness

Mandatory Requirements

No.	Requirements	Responsive or Not Responsive
1	Must submit a copy of Certificate of Registration/ Incorporation	
2	Provide proof of being an Insurance Underwriting Companies Licensed in Kenya licensed to offer medical insurance for the last 5 years	
3	Must submit a copy of Valid Tax Compliance Certificate from Kenya Revenue Authority	
4	Must Fill the Price Schedule in the format provided	
5	Must Fill the Form of Tender in the Format provided	
6	Must submit evidence of the firm location eg. (single business permit, latest utility bill, Title/lease agreement)	
7	Must submit a dully-filled up self-declaration form in format provided	
8	Must submit Tender security of KES. 200,000.00 valid for 120 days after the date of tender opening. In form of a bank guarantee	

9	Must submit a dully-filled up Confidential Business Questionnaire in the format provided.	
10	Must submit a copy of CR12.	
11	Must be registered with the Insurance Regulatory Authority and a copy of the current license be submitted.	
12	Must be a current member of the Association of Kenya Insurers (AKI). Provide membership certificate.	
13	Must submit Audited accounts for the last three years (2018 to 2020)	
14	Must have done annual gross premiums in the previous year of KES.1 billion	
15	Must have paid-up capital of at least Kes.500 Million .	
16	Must submit reference letters from five (5) major hospitals/service providers given in the last two years.	
17	Must submit references from four (4) reputable clients and the total clients' premiums for the previous year.	
18	The bid MUST be submitted on the IFMIS supplier portal (in PDF Format) and the original Tender Security submitted in the Tender Box outside Room 15B (Bidders to record in the bid security register at the procurement office before dropping the tender security in the tender box)	
19	Bidders MUST serialize all the pages of bid document submitted.	

Technical Evaluation Criteria

Technical evaluation parameters and scores

	REQUIREMENTS	Max points
1.	No waiting period. The scheme takes effect from 1st April 2021 irrespective of payment of premiums and signing of the contract. To allow the addition of new members (and deletions) to the cover immediately on notice by the County. (<i>5 points for full compliance</i>)	5
2.	A comprehensive list of countrywide (up to county/local level) service providers, which should include hospitals, Doctors/ specialists, pharmacists etc., and must have credit facilities with all the proposed services providers. All major hospitals and counseling centers must be included, and a list provided. Bidders must be ready to introduce additional service providers as may be proposed by the County. <i>Three points for comprehensive lists of providers and Two points for the possibility/flexibility of adding service providers for the scheme.</i>	5

3.	Medical smart cards provided within two weeks (14 days) on commencement of cover. Besides, give modalities on engagements before smart cards are processed. <i>3 points for the shortest period to avail smart cards (prorated)</i> <i>2 Points for the possibility of accessing cover before smart cards are processed</i>	5
4.	No pre-authorization for consultation service for providers on the panel provided members have identification cards. Pre-authorization shall only be related to major medical procedures and admissions. The service provider must provide a detailed list of pre-authorization procedures providing timelines for each process. <i>3 points for the shortest pre-authorization period / elaborate pre-authorization procedure (prorated)</i> <i>2 points for no pre-authorization for consultations in panel service providers</i>	5
5.	Meets Limits in the benefits table for in-patient (including chronic illness/pre-existing conditions & COVID19 related treatment, Out-patient cover, Dental Cover, Optical Cover, Maternity Cover, and Last Expense	10
6.	Declare all exclusions - all exclusions to be expressly declared but not within the medical benefit. Any exclusions that negate a medical benefit will lead to disqualification of the bid proposal.	3
7.	Draft Service Level Agreement (SLA) as a guideline, Inception presentation to staff, turnaround periods for claim reimbursements should not exceed 7 days, and medical cards should not exceed 14 days, Pre-authorization 2 hours, group utilization reports every 5th day of the month, individual statement quarterly, review meetings, health talks within the cover period.	4
8.	Provide Scheme information booklets on scheme rules and entitlement with full disclosure of all exclusions	5
9.	References from at least five major hospital or service providers within the last two years. <i>2 points each for a reference letter.</i> Reference or evidence of similar contracts within the last two years from at least four clients <i>2 points for each reference</i> <i>The County reserves the right to verify the information submitted.</i>	18
10	Fulfill all the requirements of the Benefits Table Note that your offer must be 100% compliant with the requirement Benefits Table; otherwise, your bid will be awarded zero marks in this category.	40
	TOTAL MAX POINTS	100

The pass mark for technical qualification is 80%

Financial Evaluation

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

The evaluation committee will determine whether the financial proposals are complete. The cost of items not priced shall be assumed to be included in other costs in the proposal. In all cases, the total price of the financial proposal as submitted shall prevail.

Weights

Award criteria

Lowest evaluated bid

Post Qualification

The County may use this to determine whether the bidder who submitted the lowest evaluated responsive bid is qualified to perform the contract effectively.

Negotiations

The lowest evaluated bidder may be invited for best and final offer.

Contract Award

The contract will be awarded to the bidder with the lowest evaluated bid.

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” means the organization procuring the services under this Contract
- (e) “The Contractor” means the organization or firm providing the services under this Contract.
- (f) “GCC” means the General Conditions of Contract contained in this section.
- (g) “SCC” means the Special Conditions of Contract
- (h) “Day” means calendar day

3.2. Application

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

3.3. Standards

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

3.4. Use of Contract Documents and Information

3.4.1 The Contractor shall not, without the Procuring entity’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 Procuring entity 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 Procuring entity’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 Procuring entity and shall be returned (all copies) to the Procuring entity on

completion of the contract's or performance under the Contract if so required by the Procuring entity.

3.5. Patent Rights

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

3.6 Performance Security

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

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

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

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

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

3.7. Delivery of services and Documents

3.7.1 Delivery of the services shall be made by the Contractor in accordance with the terms specified by the procuring entity 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

3.8.2. Payment shall be made promptly by the Procuring entity, 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 procuring entity's request for tender validity extension the case may be. No variation in or modification to the terms of the contract shall be made except by written amendments signed by the parties.
- 3.9.2 Contract price variations shall not be allowed for contracts not exceeding one year (12 months)
- 3.9.3 Where contract price variation is allowed the variation shall not exceed 10% of the original contract price
- 3.9.4 Price variation requests shall be processed by the procuring entity within 30 days of receiving the request.

3.10. Assignment

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

3.11. Termination for Default

- 3.11.1 The Procuring entity 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 Procuring entity.
 - (b) If the Contractor fails to perform any other obligation(s) under the Contract
 - (c) If the Contract in the judgment of the Procuring entity has engaged in corrupt or fraudulent practices in competing for or in executing the contract
- 3.11.2 In the event the Procuring entity 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 Procuring entity 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 Procuring entity 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 procuring entity.

3.13. Termination for Convenience

- 3.13.1 The Procuring entity 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 procuring entity and the contractor shall make every effort to resolve amicably by direct informal negotiations and disagreement or disputes arising between them under or in connection with the contract
- 3.14.2 If after thirty (30) days from the commencement of such informal negotiations both parties have been unable to resolve amicably a contract dispute either party may require that the dispute be referred for resolution to the formal mechanisms specified in the SCC.

3.15. Governing Language

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

3.16. Applicable Law

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

3.17 Force Majeure

- 3.17.1 The Contractor shall not be liable for forfeiture of its performance security, or termination for default if and to the extent that 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

- 3.1.1 Any notices given by one party to the other pursuant to this contract shall be sent to the other party by post or by Fax or Email and confirmed in writing to the other party's address specified in the SCC.
- 3.1.2 Notice shall be effective when delivered or on the notices effective date, whichever is later.

SECTION IV – SPECIAL CONDITIONS OF CONTRACT

CONDITIONS TO BE MET BY THE INSURANCE COMPANY AND ARE MANDATORY

- 4.1.1 Must be registered with the Commissioner of Insurance for the current year, and a copy of the current license be submitted. Must also show evidence of licenses for the last five years for medical insurance.
- 4.1.2 Must have done annual gross premiums in the previous year of **KES. 1 Billion**
- 4.1.3 Must have paid-up capital of at least **KES.500 Million**.
- 4.1.4 Must give a list of 4 (four) reputable clients and the total clients premiums for the previous year.
- 4.1.5 Must give reference letters from 5 (five) major hospitals/service providers provided within the last two years.
- 4.1.6 Must submit a copy of the audited accounts for the previous three years.
- 4.1.7 Must submit copies of the following documents;
 - (a) PIN Certificate
 - (b) Current Tax Compliance Certificate
 - (c) Certificate of Registration/Incorporation
- 4.1.8 Must be a member of the Association of Kenya Insurance (AKI)
- 4.1.9 Renewable for one additional year subject to satisfactory performance at the same unit rates and terms.

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

Reference of general conditions of contract	Special condition of contract
2.11.2 Eligibility & Qualifications	As per the Evaluation Criteria
3.6 Performance security	10% of the tender sum
3.7 Delivery of Services	Provision of Group Medical Insurance Cover for the period 1st April 2021 to 31st March 2022 (Renewable subject to satisfactory performance)
3.8 Payment	Shall be made within 30 days upon submission of invoice/claim.
3.9 Price adjustment	No price adjustment
3.16 Applicable law	Laws of Kenya
3.18 Notices	Chief Officer- Revenue, ICT, Supply Chain Management & Internal Audit P.O Box 2344 – 00900, Kiambu <i>Email communications to be through the following emails.</i> procurement@kiambu.go.ke , zach.gitau@kiambu.co.ke , peter.mwangi@kiambu.go.ke
	Due diligence shall be undertaken and shall form part of evaluation criteria

SECTION V - SCHEDULE OF REQUIREMENTS

The County Government of Kiambu wishes to have in place quality and affordable Medical and/or Healthcare Scheme for the following;

1. Governor
2. Deputy Governor
3. County Executive Committee Members & County Attorney
4. Advisors to the Governor

The cover is to be provided for members plus their spouses and children. **New members to the scheme are to be covered immediately on introduction.**

The cover will be from **1st April 2021 to 31st March 2022** and renewable on satisfactory performance.

The Types of services that are required are: -

- a) In-patient Medical Insurance Cover (**Fully insured**)
- b) Out-patient, dental, and optical covers (**Fully Insured**)

The prospective bidders are required to:

- (i) Provide information under specific conditions
- (ii) Provide quotes as per the format provided
- (iii) State their most competitive premiums inclusive of all the requisite taxes.
- (iv) Must provide a comprehensive list of service providers, which shall include hospitals, Doctors/ specialists, pharmacies, physiotherapists etc. with countrywide coverage
- (v) Declare all exclusions
- (vi) Must have credit facilities with all providers within the proposed panel.

SCHEME DETAILS:

The scheme should provide **comprehensive Access** to Medical Services **without limiting** access to any beneficiary of the proposed scheme.

NUMBER OF PROPOSED SCHEME MEMBERS AND DEPENDENTS

Category	No. of Principal Members	No. of Dependents	Total
H. E the Governor	CAT A		
M+1	1	1	2
H.E the Deputy Governor	CAT B		
M+1	1	1	2
CECM & County Attorney	CAT C		
M+1	1	1	2
M+2	2	4	6
M+3	3	9	12
M+4	3	12	15
M+5	2	10	12
M+6	2	12	14
	13	48	61
Advisors	CAT D		
M+4	4	16	20
Total	19	66	85

BENEFITS TABLE

Benefit cover	Cover	Bidder response (complied/not complied)
Age limit	Member upper age limit 70 years	
In-patient overall cover limit	CAT A: Up to Kes. 10,000,000 per family. CAT B: Up to Kes. 5,000,000 per family.	

	<p>CAT C: Up to Kes. 3,500,000 per family</p> <p>CAT D: Up to Kes. 2,500,000 per family</p>	
Out-patient	<p>Standalone within: -</p> <p>CAT A: Up to KES. 500,000 per family.</p> <p>CAT B: Up to KES 500,000 per family.</p> <p>CAT C: Up to KES 350,000 per family</p> <p>CAT D: Up to KES 250,000 per family</p>	
Out-patient Dental	<p>Standalone within: -</p> <p>CAT A: Up to Kes. 100,000 and per family.</p> <p>CAT B: Up to Kes. 100,000 per family.</p> <p>CAT C: Up to Kes. 75,000 per family</p> <p>CAT D: Up to Kes. 50,000 per family</p> <p>The Dental cover should provide for:</p> <ul style="list-style-type: none"> - Cost of fillings. - Extraction. - Root canal and medically necessary scaling. - Polishing. - Cleaning, - Braces. 	
Outpatient Optical	<p>Standalone within: -</p> <p>Standalone within: -</p> <p>CAT A: Up to Kes. 100,000 and per family.</p> <p>CAT B: Up to Kes. 100,000 per family.</p> <p>CAT C: Up to Kes. 75,000 per family</p> <p>CAT D: Up to Kes. 50,000 per family</p> <p>The Optical cover should provide for:</p> <ul style="list-style-type: none"> - Deterioration/correction of sight. - Photochromic and replacement of spectacles/frames and lenses. 	

	- Members can access the benefit once every year with no limit on the frames.	
Maternity Inpatient maternity complications	Standalone within: - Up to Kes. 250,000 per family for All Categories . Maternity cover should cater for. - Normal deliveries and pregnancy complications - Subsequent Caesarean Sections both elective and non-elective applicable to the principal female member or female spouse - Pre-maturity cover.	
1st Emergency Caesarian	Covered per family within the in-patient limit	
Antenatal and post-natal	Covered within the out-patient up to the full limit	
Gynecological treatment	Gynecological conditions to be covered within the in-patient and out-patient covers as may be applicable.	
Inpatient pre-existing Conditions, chronic HIV/AIDS, and cancer-related conditions	Covered within the full in-patient limit per family	
In-patient Non-Accidental Dental Cover	Within the in-patient Up to Kes.300 000 per family.	
Non-Accidental Ophthalmological Cover	Within the in-patient Up to Kes.300 000 per family.	
Congenital disorders, Autism, Cerebral Palsy, Downs Syndrome, speech therapy, and pre-maturity conditions	Within the in-patient limit per family.	
Accommodation/Bed Capacity	CAT A Up to Kes. 30,000 En-suite room per day. net of NHIF within the overall limit of in-patient cover CAT B: Up to Kes. 30,000 En-suite room per day. Net of NHIF within the overall limit of in-patient cover. CAT C: Up to. Kes 20,000 Special Private room per day net of NHIF within the overall limit of in-patient cover. CAT D: Up to. Kes 15,000 or Special Private room per day net of NHIF	

	within the overall limit of in-patient cover.	
Last Expense	Stand alone: Up to Kes. 250,000 per member per family.	
Terrorism, Political war, and Violence	Covered up to the full limit subject to the claimant not being an active participant within the Sublimit of both in-patient and out-patient.	
Epidemic, Pandemic	Insurer Must provide modalities of handling Pandemic/Epidemics	
Vaccines	<p>KEPI & KEPI baby-friendly vaccines to be covered in full within the out-patient cover for babies from birth to 5 years as listed below;</p> <p>a) BCG – Tuberculosis b) HEP B – Hepatitis B c) HIB – Meningitis (Haemophilus influenza type B) d) OPV – Oral Polio Vaccine e) MMR – Measles Mumps Rubella f) IPV – Injectable Polio Vaccine g) DTap – Diphtheria Tetanus acellular pertussis h) D.T. – Diphtheria Tetanus i) ROTA virus</p> <p>within the limit of out-patient</p>	
Out-patient pre-existing Conditions, chronic HIV/AIDS, and cancer-related conditions	Covered within the out-patient up to the full limit.	
Out-patient congenital disorders, Autism, Cerebral Palsy, Downs Syndrome, Speech Therapy, and pre-maturity conditions	Covered within the out-patient up to the full limit.	
Out-patient HIV/AIDS and related conditions	Covered within the out-patient up to the full limit.	
In-patient psychiatry and counseling services	<p>Up to Kes. 600,000 of in-patient cover limit</p> <p>This benefit will cater to any psychiatric admission cases and any counseling cases that require admission.</p> <ul style="list-style-type: none"> - The scheme must provide for counseling services under in- 	

	patient for staff counseling for stress/depression, burnout, HIV- Aids, all medical-related conditions, drug addiction, etc	
Counseling Services	Counseling services are provided for within the out-patient benefit and are available to all the family members. <ul style="list-style-type: none"> - The scheme must provide for counseling services under out-patient for staff counseling for stress/depression, burnout, HIV- Aids, all medical-related conditions, drug addiction, etc 	
Lodger fees	children of age 12 years to be within Sublimit of in-patient	
Road & Air evacuation leading to admission	Covered with in-patient cover up to the full limit	
Out-patient Ambulance services	Covered within out-patient up to the full limit	
Prescribed Medical appliances and supplies	Covered up to Kes. 100,000 within out-patient Not limited to colostomy bags, gluco stick, needles, Wheelchairs, Crutches, Knee and Wrist braces, Lumbar corset, etc.	
Health Check-up	CAT A & B: Covered up to a limit of Kes. 30,000 per family for Principal Member/Spouse. CAT C & D: Covered up to a limit of Kes. 20,000 per family for Principal Member/Spouse.	
Joining age	36 weeks from /Birth	
Alcoholism & Drug Abuse	To be covered up to a limit of Kes. 200,000 within the in-patient cover	
Disease Prevention and travel inoculation vaccines	To be covered up to a limit of Kes. 10,000 within the out-patient benefit	
Family Planning	To be provided up to a limit of Kes. 10,000 within the out-patient benefit	
Hearing Aids Extension	To be covered for up to a limit of Kes. 150,000 within the in-patient benefit	
Overseas referral	To be Covered within in-patient up to the full limit. To cover all investigations, treatment, and economy air ticket for the patient	

Post-hospital benefit	Kes. 100,000.00 to be provided to cater for follow-ups, medicine, and medically prescribed materials/equipment.	
Final result	Compliant / not compliant	

- In-patient, Outpatient, Optical, Dental benefits for proposed members should be clearly outlined and distinguished with regard to the different cover limits.
- **Maternity benefits must be included within the in-patient cover. Maternity is to be covered for Kenya Shillings Two Hundred and Fifty Thousand (250,000) for delivery services only (normal, first, and subsequent caesarian sections). Pre-natal and post-natal and any other pregnancy-related cases to be covered within the in-patient/out-patient as applicable.**
- **No waiting period. The scheme takes effect from 1st April 2021. New members to be put on the cover immediately on the introduction.**
- All chronic illnesses, congenital defects, all pre-existing conditions and HIV-Aids to be covered within in-patient and out-patient covers as applicable.
- Dental includes filling, extraction, root canal, and medically necessary scaling polishing, cleaning, braces, etc. Dental medical conditions to be covered within out-patient or in-patient covers as applicable.
- Last expense of Kes. 250,000 to be provided
- Optical to include treatment for deterioration/correction of sight, photochromic, and replacement of spectacles/frames and lenses. Medical conditions to be covered within out-patient or in-patient covers as applicable.
- General health check-ups once a year of **KES.30,000** for CAT A & B and **Kes.20,000** for CAT C & D.
- Disease prevention vaccines to be covered within in-patient and out-patient covers as may be applicable.
- Children vaccines to be covered in full within the out-patient cover
- Children dependent up-to 25 years.
- Member upper age limit of 70 years
- Draft Service Level Agreement (SLA) as a guideline, Inception presentation to all staff, turnaround periods for claim reimbursements should not exceed seven days. Medical cards should not exceed 14

days, Pre-authorization 2 hours, group utilization reports every 5th day of the month, individual statement quarterly, review meetings, health talks within the cover period.

- Declare all exclusions for all insurance covers.

ADDITIONAL INFORMATION TO BIDDERS

- a. *Bidders to indicate any other value-adding services that they may offer to the County. For example.*
 - i. *Nominating a licensed Insurance broker*
 - ii. *Online pharmacy*
 - iii. *Weight / Chronic Illnessmanagement program*
 - iv. *Innovative apps or programs*
- b. *Bidders are expected to provide proof of a vast network of medical services covering hospitals, doctors/specialists, pharmacists etc. Financial soundness, integrity, and quality of service delivery are essential issues of concern.*
- c. *It is emphasized that full disclosures be provided, especially on the exclusion clauses*
- d. *Bidders must provide for burial expenses*
- e. *Bidders must provide health check-ups as guided*
- f. *Bidders to include a draft comprehensive Service Level Agreement (SLA)*

SECTION VI - STANDARD FORMS

Notes on the standard Forms

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

Form of Tender

Date:

NEGOTIATION NO. 855940

To: **Chief Officer- Revenue, ICT, Supply Chain Management & Internal Audit
County Government of Kiambu
P. O. Box 2344-00900
Kiambu**

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 Medical Insurance Services under this tender in conformity with the said Tender document for the sum of
...[Total Tender amount in words and figures]
or such other sums as may be ascertained in accordance with the Schedule of Prices attached herewith and made part of this Tender.

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

3. We agree to abide by this Tender for **90 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. If our Tender is accepted, we will obtain the guarantee of a bank in a sum of equivalent to 10% of the Contract Price for the Contract's due performance in the form prescribed by the County Government of Kiambu

5. 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.

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

Dated this _____ day of _____ 2021

[Signature]

[In the capacity of]

Duly authorized to sign tender for and on behalf of _

Price Schedule Form

Category	No. of Principal Members	No. of Dependents	Total	Annual Premium per person/family	Total Premium
CAT A					
M+4	1	1	2		
CAT B					
M+1	1	1	2		
CAT C					
M+1	1	1	2		
M+2	2	4	6		
M+3	3	9	12		
M+4	3	12	15		
M+5	2	10	12		
M+6	2	12	14		
CAT D					
M+4	4	16	20		
Total	19	66	85		

Signature of tenderer _

Date _____

The same rate will be used as a base rate to cover new employees.

The County will use the same rates for renewal subject to satisfactory performance

Contract Form

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

WHEREAS the Procuring entity invited tenders for the Staff Medical Insurance cover and has accepted a tender by the tenderer for the supply of the services in the sum of _____ [contract price in words in figures] (hereinafter called “the Contract Price”).

NOW THIS AGREEMENT WITNESSTH AS FOLLOWS: -

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Agreement, viz:
 - (a) the Tender Form and the Price Schedule submitted by the tenderer.
 - (b) the Schedule of Requirements
 - (c) the Details of cover
 - (d) the General Conditions of Contract
 - (e) the Special Conditions of Contract; and
 - (f) the Procuring entity’s Notification of Award
3. In consideration of the payments to be made by the Procuring entity to the tenderer as hereinafter mentioned, the tenderer hereby covenants with the Procuring entity to provide the Medical cover and to remedy defects therein in conformity in all respects with the provisions of the Contract.
4. The Procuring entity hereby covenants to pay the tenderer in consideration of the provision of the services and the remedying of defects therein, the Contract Price or such other sum as may become payable under the conditions of the contract at the times and in the manner prescribed by the contract.

IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with their respective laws the day and year first above written

Signed, sealed, delivered by _____ the _____ (for the Procuring entity)

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

CONFIDENTIAL BUSINESS QUESTIONNAIRE

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

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

Part _____ General: Business Name
 Location of business premises.....
 Plot No. Street/Road
 Postal Address Tel. No.Fax
 Email
 Nature of business..... Registration Certificate No.....

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

Part 2(a) – Sole Proprietor:

Your name in fullAge
 Nationality Country of origin
 Citizenship details.....

Party 2(b) – Partnership

Give details of partners as follows

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

Part 2(c) – Registered Company:

Private or public.....

State the nominal and issued capital of the company –

Nominal Kess..

Issued Kess.....

Give details of all directors as follows

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

Date..... Signature of Tenderer

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

TENDER SECURITY FORM

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

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)

LETTER OF NOTIFICATION OF AWARD

Address of Procuring Entity

To: _____

RE: Tender No. _____

Tender Name _____

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

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

(FULL PARTICULARS) _____

SIGNED FOR ACCOUNTING OFFICER

SELF-DECLARATION FORM

ANTI-CORRUPTION DECLARATION

We (*insert the name of the company / supplier*) -----

declares and guarantees that no offer, gift or payment, consideration or benefit of any kind, which constitutes an illegal or corrupt practice, has been or will be made to anyone by our organization or agent, either directly or indirectly, as an inducement or reward for the award or execution of this procurement.

In the event the above is contravened we accept that the following to apply —

- a) The person shall be disqualified from entering into a contract for the procurement; or
- b) If a contract has already been entered into with the person, the contract shall be voidable at the option of the County Government of Kiambu.
- c) The voiding of a contract by the procuring entity under subsection (b) does not limit any other legal remedy That the County Government of Kiambu may have.

NameSignature.....Date

Company Seal / Business Stamp

ANTI-FRAUDULENT PRACTICE DECLARATION

We (*insert the name of the company/supplier*) -----declares and guarantees that no person in our organization has or will be involved in a fraudulent practice in any procurement proceeding.

NameSignature.....Date

Company Seal / Business Stamp

NON - DEBARMENT DECLARATION

We (*insert the name of the company/supplier*) -----

----- declares and guarantees that no director or any person who has any controlling interest in our organization has been debarred from participating in a procurement proceeding.

NameSignature.....Date

Company Seal / Business Stamp

REPUBLIC OF KENYA
PUBLIC PROCUREMENT ADMINISTRATIVE REVIEW BOARD

APPLICATION NO..... OF20.....

BETWEEN

..... APPLICANT

AND

.....RESPONDENT (*Procuring Entity*)

Request for review of the decision of the..... (*Name of the Procuring Entity*) of
.....dated the...day of20.....in the matter of Tender No.....of
.....20...

REQUEST FOR REVIEW

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

- 1.
- 2.
- etc.

By this memorandum, the Applicant requests the Board for 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