

COUNTY GOVERNMENT OF BUSIA



COUNTY ASSEMBLY OF BUSIA

OFFICE OF THE CLERK OF THE COUNTY ASSEMBLY

P.O BOX 1018-50400, BUSIA-KENYA.

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TENDER

DOCUMENT

FOR

PROVISION OF GROUP MEDICAL INSURANCE SERVICES.

NEGOTIATION NUMBER: 820916

TENDER NO:

BSA/CA/01/2020/2021

(UNDERWRITERS ONLY)

Tender Submission Deadline: Thursday 24th September 2020 at 10.00Am

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SECTION I INVITATION TO TENDER
DATE: 10TH THURSDAY SEPTEMBER 2020

TENDER REF NO: BSA/CA/01/2020/2021

TENDER NAME: PROVISION OF GROUP MEDICAL INSURANCE SERVICES

- 1.1 The **County Assembly of Busia Service Board** invites sealed bids from eligible candidates for provision of group medical insurance services.
- 1.2 Interested eligible candidates may obtain further information from and inspect the tender documents at procurement department, County Assembly of Busia, off-Kisumu-Kampala road during normal working hours.
- 1.3 A complete set of tender documents may be obtained by interested candidates upon payment of non-refundable fees of Kshs1000 shillings in cash payable to cash office county assembly of Busia. Alternatively, interested and eligible tenderers may download the tender document(s) **FREE OF CHARGE** from County Government website www.busiacyoung.go.ke or the **National Treasury's IFMIS PORTAL: www.supplier.treasury.go.ke**. Bidders who download the documents are required to forward their particulars to the Procurement Office for records and for the purposes of receiving any further tender clarifications and/or addendums where applicable
- 1.4 Completed and duly filled tender documents **MUST** be submitted **ONLINE** on the **IFMIS SUPPLIER PORTAL** on **PDF format** and after a successful **ONLINE SUBMISSION** a hard copy of the same is to be enclosed in plain sealed envelope marked with tender reference number and addressed to:

The Clerk
County Assembly of Busia
P.O. Box. 1018, Busia (K)

And submitted or dropped at the tender box located next to the Customer Care Desk [County Assembly of Busia Offices] on or before **Thursday, 24th September, 2020**. Tender closes at **10:00 a.m.**

- 1.5 Prices quoted should be net inclusive of all taxes and delivery must be in Kenya Shillings and shall remain valid for (60) days from the closing date of the tender.
- 1.6 Tenders will be opened immediately thereafter in the presence of the Candidates or their representatives who choose to attend at **the County Assembly Premises**

FOR
ACCOUNTING OFFICER

SECTION II - INSTRUCTION TO TENDERER

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SECTION II - INSTRUCTIONS TO TENDERERS

2.1. Eligible Tenderers

- 2.1.1 This Invitation for Tenders is open to all 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 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 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 Kshs.1,000/=
- 2.2.3 The procuring entity shall allow the tenderer to review the tender document free of charge before purchase.

2.3 Contents of Tender Document

- 2.3.1 The tender documents comprise the documents listed below and addenda issued in accordance with clause 2.5 of these instructions to tenderers.
- (i) Instructions to Tenderers
 - (ii) General Conditions of Contract
 - (iii) Special Conditions of Contract
 - (iv) Schedule of Requirements
 - (v) Details of Insurance Cover
 - (vi) Form of Tender
 - (vii) Price Schedules

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

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

2.4 Clarification of Tender Documents

- 2.4.1 A Candidate making inquiries of the tender documents may notify 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%

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

2.6 Language of Tenders

- 2.6.1 The tender prepared by the tenderer, as well as all correspondence and documents relating to the tender exchanged by the tenderer and 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 Term of the contract unless otherwise agreed by the parties. A tender submitted with an adjustable price quotation will be treated as non-responsive and will be rejected, pursuant to paragraph 2.20.5

2.10. Tender Currencies

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 tenderers 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.
- 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 Tenderers 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 Tenderers tender security will be discharged upon the tenderer signing the contract, pursuant to paragraph 2.29, and furnishing the performance security, pursuant to paragraph 2.30
- 2.12.8 The tender security may be forfeited:
- (a) If a tenderer withdraws its tender during the period of tender validity.
 - (b) in the case of a successful tenderer, if the tenderer fails:
 - (i) to sign the contract in accordance with paragraph 2.29 or
 - (ii) to furnish performance security in accordance with paragraph 2.30.
 - (c) If the tenderer reject correction of an arithmetic error in the tender.

2.13. Validity of Tenders

- 2.13.1 Tenders shall remain valid for 60 days after date of tender opening pursuant to paragraph 2.18. A tender valid for a shorter period shall be rejected by the Procuring entity as non-responsive.
- 2.13.2 In exceptional circumstances, the Procuring entity may solicit the Tenderers consent to an extension of the period of validity. The request and the responses thereto shall be made in writing. The tender security provided under paragraph 2.12 shall also be suitably extended. A tenderer granting the request will not be required nor permitted to modify its tender.

2.14. Format and Signing of Tenders

- 2.14.1 The tenderer shall prepare an original and a copy of the tender, clearly marking each “ORIGINAL TENDER” and “COPY OF TENDER,” as appropriate. In the event of any discrepancy between them, the original shall govern. The original tender document will be submitted online through the IFMIS Portal www.supplier.treasury.go.ke on **PDF format** while the copy will be submitted as a hard copy to the County Assembly. In the event of any discrepancies between the hard copy and the online tender, the **ONLINE** tender prevails and 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 copy of the tender in an envelope, duly marking the envelope as “COPY OF TENDER”.
- 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 **Thursday, 24th September, 2020 at 10.00Am**”
- 2.15.3 The envelope shall also indicate the name and address of the tenderer.
- 2.15.4 If the outer envelope is not sealed and marked as required by paragraph 2.15.2, the Procuring entity will assume no responsibility for the tender’s misplacement or premature opening.

2.16. Deadline for Submission of Tenders

Tenders must be received by the Procuring entity at the address specified under paragraph 2.15.2 not later than **Thursday, 24th September, 2020 at 10.00Am**

- 2.161 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.
- 2.162 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

- 2171 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.
- 2172 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 no later than the deadline for submission of tenders.
- 2173 No tender may be modified after the deadline for submission of tenders.
- 2174 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

(a) The Procuring entity will open all tenders in the presence of tenderers' representatives who choose to attend, at **Thursday, 24th September, 2020 at 10.00Am** and in the location specified in the invitation for tenders. The tenderers' representatives who are present shall sign a register evidencing their attendance

- 2181 The tenderers' 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.
- 2182 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.

2.19 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 words 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. (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 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.

(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 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.

2.24 Post-qualification

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

2.24.2 The determination will take into account the tenderer financial and technical capabilities. It will be based upon an examination of the documentary evidence of the tenderers qualifications submitted by the tenderer, pursuant to paragraph 2.11.2, as well as such other information as 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 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 Procuring entity reserves the right to accept or reject any tender, and to annul the tendering process and reject all tenders at any time prior to contract award, without 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 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 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

2.28 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.

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.

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

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

2.29 Performance Security

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

2.30 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	This invitation to tender is open to all Insurance Companies Licensed by the Insurance Regulatory Authority and eligible to provide medical insurance cover business in Kenya who are also eligible tenderers as described in sections 55 of the public procurement and asset disposal act 2015.
2.12	TENDER SECURITY The tenderer shall furnish, as part of its tender, a tender security in form of a bank Guarantee of 2% of the tender sum or bid bond of similar amounts from an insurance company approved by PPRA. Self-guaranteed tender security is not allowed.
2.16	Tender closes on Thursday, 24th September, 2020 at 10.00Am

SECTION III - GENERAL CONDITIONS OF CONTRACT

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SECTION III GENERAL CONDITIONS OF CONTRACTS 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” mean 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

- 3.81. 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 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 un-delivered 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 it's delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.

3.18 Notices

- 3.18.1 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 –SPECIALCONDITIONS OF CONTRACT

4.1. MANDATORYCONDITIONS FOR ALL BIDDERS

- 4.1.1 Valid Tax Compliance Certificate and Pin certificate.
- 4.1.2 Certified Practicing insurance license for current year **(2020)** by IRA.
- 4.1.3 A bank guarantee of 2% of the tender sum or bid bond of similar amounts from an insurance company approved by PPRA.
- 4.1.4 Audited financial statements and auditor’s report for the last 2 financial years **(2019 and 2018)** signed and stamped by a practicing Certified Public Accountant (CPAK).
- 4.1.5 Valid Single Business Permit for the current year **(2020)**.
- 4.1.6 Certified bank statements for the last 6 months ending 31stJuly **2020**.
- 4.1.8 Certified Valid Business Registration certificate/Certificate of incorporation
- 4.1.9 A professional indemnity cover of at least Kshs 50,000,000 deposited with IRA.
- 4.1.10 Membership Certificate of Association of Kenya Insurance (AKI).
- 4.1.12 Duly filled, signed and stamped confidential business questionnaire.
- 4.1.13 Tender form should be duly filled or typed on own letter head, signed and stamped
- 4.1.14 Clearance certificate from credit reference bureau of not more than 3 months from **1st July 2020**.
- 4.1.15 Sequential serialization (pagination)of the tender document including all the attached documents (should not be handwritten)
- 4.1.15 Proof of identity of directors (attach copy of ID/passport) and CR12 for limited companies.
- 4.1.16 Dully sealed written power of attorney.
- 4.1.17 Duly filled, signed and stamped declaration forms (Self-declaration forms for anti-corruption and debarment) in the format provided.
- 4.1.18 Reinsurance treaty from Reinsurance companies listed in Kenya.

4.2. SPECIAL CONDITIONS TO BE MET BY BIDDERS

- 4.2.1 Evidence in form of recommendation letters, letters of award and Local Service Orders (LSOs) from 5 major clients for the last 3 years.
- 4.2.2 Must have done annual gross premium of over Kshs 300 million in the last financial reporting year **(1st January 2019-31st December 2019)**.
- 4.2.3 Copy of authorization letter to the bank allowing the Procuring Entity to seek financial information of the bidder.
- 4.2.4 State the value of other contracts currently being managed to enhance assessment of the ability to honor claims.
- 4.2.5 State the qualification and experience in insurance matters of the key members of staff and diversity of their skills to cover relevant risk of interest to the procuring entity. Attach CVs and certificates from professional bodies (AC11/Diploma in insurance)
- 4.2.6 Memorandum of association and articles of association for companies.
- 4.2.7 Partnership deeds for partnerships.
- 4.2.8 Attach Company Profile.

4.2.9 Bidders to provide a detailed health management plan covering the following areas.

- 1) Claims settlement
- 2) Service delivery mechanism
- 3) Performance reporting.
- 4) Control and monitoring measures.
- 5) Care and case management.
- 6) Detailed description of benefits
- 7) Spread of health facilities/list of service providers-The Bidder must provide a comprehensive list of their nominated service providers including contact numbers i.e. hospitals, clinics, pharmacies, consultants, etc. with a view to addressing the population distribution of the membership. The successful tenderer will be required provide written agreements with the following health facilities where our officers /dependents will receive medical cover during the contract period. As a minimum the health facility must include the following:
 - Agakhan Hospital Countrywide,
 - Avenue Hospital Countrywide,
 - A.AR. Countrywide.
 - Lifecare Hospital Countrywide
 - Apex Malaba,
 - Nairobi Hospital,
 - Kisumu Specialist Hospital,
 - Pesi Medical Center
 - Tanaka Nursing Home In Busia
 - MP Shah Country Wide.
 - Amane Cotttage Hospital Busia
 - Bliss Medical Hospital
 - Kenyatta National Hospital
 - Getrude Hospital Countrywide
 - Mediheal Hospital Countrywide

CRITERIA FOR EVALUATION: MEDICAL INSURANCE COVER – 2020/2021

The process of evaluation and comparison of tenders will be merit point system, and shall be as follows: -

Confirmation of compliance with mandatory requirements: Bidders who fail to comply with any of the mandatory requirements shall be treated as non-responsive and rejected at this stage. Bidders must meet all responsiveness requirements to qualify for technical evaluation

Technical Evaluation: Bidders who were responsive under the mandatory evaluation criteria shall be evaluated as per the Technical Evaluation Criteria set out in the table below. Bidders are required to score at least 75% to qualify for further financial evaluation under the Commercial Evaluation Criteria.

Scoring criteria for **financial aspects** will be based on a ranked basis. The bidder quoting the lowest total premiums having attained 75% technical score shall be ranked first and a score awarded relative to the other bidders' price quotations.

The award criteria shall incorporate all the scored attributes to determine the bidder who emerges with the BEST VALUE FOR MONEY PACKAGE.

MANDATORY REQUIREMENTS

	MANDATORY REQUIREMENTS	YES/NO
A	Submit a valid Tax compliance Certificate for the current year.	
B	Submit a certified Practicing insurance license for current year (2020) by IRA.	
C	A bank guarantee of at least 2% of the tender sum or bid bond of similar amounts from an insurance company approved by PPOA.	
D	Submit Audited financial statements and auditor's report for the last 2 financial years (2019 and 2018) signed and stamped by a practicing Certified Public Accountant (CPAK).	
E	Submit A Valid Single Business Permit for the current year Certified by the advocate of the high court.	
F	Bank statements for the last 6 months ending 31st July 2020. Certified by the advocate of the high court.	
G	Submit a valid Pin Certificate.	
H	Submit a business registration certificate/certificate of incorporation. Certified by the advocate of the high court.	
I	A professional indemnity cover of at least Kshs 50,000,000 respectively deposited by IRA.	
J	Membership Certificate of Association of Kenya Insurance (AKI).	
K	Duly filled, signed and stamped confidential business questionnaire.	
L	Duly filled, signed and stamped self-declaration forms.	
M	Must complete the Form of Tender in the Format provided. The form of tender shall only be binding if it is duly filled, signed and stamped.	
N	Clearance certificate from Credit Reference Bureau of not more than 3 months from 1st July 2020.	
O	Sequential serialization/pagination of the tender document and all attached documents (should not be handwritten).	
P	Proof of identity of directors (attach copy of ID/passport) and CR12 for limited companies.	
Q	Dully sealed written power of attorney.	
R	Reinsurance treaty from Reinsurance companies listed in Kenya.	

	TECHNICAL EVALUATION (Documentary Evidence Must Be Provided For Every Requirement).	POINTS
A.	<p>TECHNICAL PROPOSAL Attach a detailed technical proposal (Health management plan) on how you plan to implement the contract as per our requirements covering the following areas:</p> <p>1. Provide letters/Contract confirming credit facilities for the last one year (January 1st 2019-December 31st 2019) from at least 6 of the following health facilities.</p> <ul style="list-style-type: none"> • Aga Khan Hospitals Countrywide • Avenue Health Care • AAR Countrywide • Tanaka Hospital Busia • Pesi Hospital Busia • Amane Hospital Busia • Bliss Hospital Busia • Apex Hospital Malaba • Kisumu Specialist Hospital.....(Each 1 mark, Max 6 marks) <p>2. Provide letters/Contract confirming credit facilities for the last one year (January 1st 2019-December 31st 2019) from at least 4 of the following health facilities.</p> <ul style="list-style-type: none"> • Kenyatta National Hospital • MP Shah Hospital Countrywide • Life Care Hospital Countywide • Getrude Hospital Countrywide • Mediheal Hospital countrywide • Nairobi Hospital.....(Each 1 Mark Max 4 Marks) 	10
	<p>3. Claim Settlement (Medical Insurance Cover) Provide testimonials confirming settlement of claims from 10 contracted hospitals which have provided credit facilities in the last one year (January 1st 2019-December 31st 2019) (Each 1 Mark Max 10 marks)</p>	10
	4. Service delivery mechanism	3
	5. Control and monitoring measures	2
	6. Care and Case management	5
	7. Detailed description of benefits	5
	8. Spread of health facilities/list of service providers including written testimonials from the listed hospitals.	5
B.	<p>State the qualification and experience in medical insurance matters of the key members of staff and diversity of their skills to cover relevant risk of interest to the procuring entity. Attach CVs and certificates from professional bodies (AC11/Diploma in insurance) (2 marks { 1mk for CV and 1 mark for certificates} for each professional up to a maximum of 5 professionals)</p>	10
C.	Indicate similar assignments with 5 firms/organizations with at least Ksh 30 million premium each in the last 3 years (Provide	25

	evidence in form of recommendation letters, letters of a ward and Local Service orders... (5 marks for each set of evidence i.e. recommendation letters, letters of a ward and Local Service orders per firm Max 25 Marks)	
D.	Gross premium turn over (Average premium turnover for the last one year (January 1st 2019 to 31st December 2019) Over 500 million... 10 Marks Between 400-500million... 8 Marks Between 300-400Million... 6 Marks Up to 300 Million... 4 Marks Below 300 Million... 0	10
E.	LITIGATION HISTORY Please submit an affidavit that no matter of litigation is pending in court against director's firm, staff and assigns of your organization. Indicate any convictions in the past against the firm or partners (Provide details i.e. status, value and period) With no adverse litigation... 5 Marks With adverse litigation... 0	5
F.	Assessment of liquidity ratios for last 2 years (2019 and 2018 financial statements). Current ratio above 2:1... 4 Marks Current ratio between 1:5 and 2:1.....2 Marks	4
G.	Value of other contracts currently being managed to enhance assessment of the ability to honor claims. Over 30 million... 6 Marks Between 20-30million... 4 Marks Between 10-20Million... 2 Marks Below 10 Million... 0	6
	TOTAL SCORE	100

A bidder MUST attain at least **75%** in the Technical Evaluation to be considered for the Financial Evaluation.

Only those bids that will have met the minimum technical requirements will be considered for the Financial Evaluation.

Financial Evaluation of Tenders Weighted Technical and financial score

Tenders which have been determined to be substantially responsive to technical requirements will be evaluated and compared.

The Financial Proposal will be checked for correctness of the computations. 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 bidder does not accept the correction of the errors, its tender will be rejected, and its tender security may be forfeited. If there is a discrepancy between words and figures, the amount in words will prevail.

The following evaluation methods will be applied:

The formulae for determining the Weighted Financial Score (Sf) shall be as follows:

$Sf = 100 \times Fm/F$ where Sf is the financial score; Fm is the lowest priced financial proposal and F is the price of the proposal under consideration.

Weighted technical and financial score

Proposals will be ranked according to their combined weighted technical (S_t) and financial (S_f) scores using the weights ($T = 0.75$, is the weight given to the Technical Proposal; $P = 0.25$, is the weight given to the Financial Proposal; and $T + P = 1$

The combined weighted technical and financial score, S , is calculated as follows:

$S = (S_t \times T) + (S_f \times P)$. The firm achieving the highest combined technical and financial score, will be recommended for award of the tender.

Award of Contract

(a) Post-qualification

The Procuring entity will determine to its satisfaction whether the tenderer that is selected as having obtained the highest total score is qualified to perform the contract satisfactorily.

The determination will take into account the tenderer financial, technical, and production capabilities as well as such other information as the Procuring entity deems necessary and appropriate.

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 highest ranked tender to make a similar determination of that Tenderer's capabilities to perform satisfactorily.

(b) Award Criteria

The Procuring entity will award the contract to the successful tenderer(s) as determined above, provided further that the tenderer is determined to be qualified to perform the contract satisfactorily.

(c) Procuring entity's Right to vary quantities

The Procuring entity reserves the right at the time of contract award to increase or decrease the quantity of goods originally specified in the Schedule of requirements without any change in unit price or other terms and conditions.

(d) Procuring entity's Right to Accept or Reject Any or All Tenders

The Procuring entity reserves the right to accept or reject any tender, and to annul the tendering process and reject all tenders at any time prior to contract award, without

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

Contacting the Procuring entity

No tenderer shall contact the Procuring entity on any matter related to its tender, from the time of the tender opening to the time the contract is awarded.

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 tenderer's tender.

Notification of Award

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.

The notification of award will constitute the formation of the Contract but will have to wait until the contract is finally signed by both parties

Upon the successful tenderer's furnishing of the performance security the Procuring entity will promptly notify each unsuccessful tenderer and will discharge its tender security.

Signing of Contract

At the same time as the Procuring entity notifies the successful tenderer that its tender has been accepted, the Procuring entity will send the tenderer the Contract Form provided in the tender documents, incorporating all agreements between the parties.

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.

Within thirty (30) days of receipt of the Contract Form, the successful tenderer shall sign and date the contract and return it to the Procuring entity.

FULL DISCLOSURE

All bidders are expected to disclose fully all matters of their business without reservations.

This MUST include, but not restricted, to all exclusions, riders and enhancements, authorized subcontracted agents. Undisclosed aspects may jeopardize the contract even when awarded

Any information provided by the bidder may be verified by the Assembly and must include all exclusions

SECTION V - SCHEDULE OF REQUIREMENTS

MCA, BOARD MEMBERS AND STAFF MEDICAL INSURANCE COVER

Objective of the Medical Cover

The primary objective is to provide a comprehensive and enhanced in-patient and out-patient general medical, dental, optical and maternity cover for the Board members, members of county assembly, staff and their immediate dependents.

Scope

The provider is expected to provide efficient and effective medical services for the board members, members of county assembly, staff and their immediate dependents.

Specific services:

The Health Insurance Provider is expected to provide the following medical services;

Description of services required

(A) In-patient medical Cover

The salient features of the in-patient cover to be procured are as follows:-

i) General inpatient services

- Diagnostic consultation services from medical practitioners registered with the Kenya Medical Practitioners and Dentists Board.
- Specialist's fees including surgeons, anesthetists, psychiatrists, gynecologists etc. Hospital board and accommodation fees in general ward bed.
- Operating theatre fees, High Dependency Unit, Intensive Care Unit charges, Laboratory, X-ray, Ultrasound and Physiotherapy services.
- Electrocardiographs, electroencephalographs, electroconvulsive therapy, occupational therapy, angiographs, angiograms, psychographs and any other medical procedure advised by a qualified and duly licensed medical practitioner.
- Scheduled drugs, dressings and other medical or surgical materials purchased on the recommendation of an approved medical practitioner or an approved pharmacist such as casts, splints, trusses, braces, crutches, or artificial limbs prescribed as a result of accidental bodily injury or disease.
- Caretaker fees for pediatric admissions of age ten (10) years and below; caretaker fees should include bed and meals for the caretaker.
- Medical services for all pre-existing conditions and the usual chronic conditions such as cardiac disease, asthma, hypertension, carcinoma, diabetes mellitus, psychiatric conditions, etc.
- Medical services for HIV/AIDS including counseling, treatment, providing anti-retroviral and other related drugs
- Road and air ambulance evacuation within Kenya.

B) Outpatient Medical Services

- Consultation
- Surgery
- Dressing
- Physiotherapy
- Laboratory tests
- HIV/AIDS Counseling, testing and provision of anti-retroviral drugs
- Attendance to other opportunistic and terminal illness such as TB, cancer etc
- Pap Smear & PSA tests for employees and spouses at the available credit facilities on Travel

Vaccines covered for employees only.

- Cancer Treatment
- Hearing aids covered upon referral.
- Radiology X-ray, ultrasound, EEG, ECG and computerized Tomography, MRI scans.
- Referrals to Specialists (Pediatricians, Obstetricians, gynecologists, lactation specialists, neonatologists, Orthopedic doctors, dermatologists, E.N.T. doctor's e.t.c.
- Maternity services i.e. Anti and Post Natal. And baby friendly vaccines.
- Baby vaccinations for babies from Birth to 5 years as listed below: -
 - i. BCG – Tuberculosis
 - ii. HEP B – Hepatitis B
 - iii. HIB – Meningitis (Haemophilus influenzae type b)
 - iv. OPV – Oral Polio Vaccine
 - v. MMR – Measles Mumps Rubella
 - vi. IPV – Inject able Polio Vaccine
 - vii. DTaP – Diphtheria Tetanus Acellular Pertussis
 - viii. DT – Diphtheria Tetanus
 - ix. ROTA Virus
- Any other out-patient services not mentioned herein above.

C) Maternity Cover

D) Dental

Dental care & services subject to annual sub-limits per person including routine dentistry, accidental damage to teeth, simple and difficult extractions, fillings (temporary and permanent), dentures, gum surgery, root canal treatment, pulpotomy, minor oral surgery, basic prescribed dentures, braces, crowns and bridges prescribed by a dentist

E) Optical

Optical care & services subject to annual sub-limits per person [including all prescribed lenses, contact lenses, anti-glare lenses, and only one frame per year

F) Medical Camps/checkups

Should facilitate health talks at least once quarterly and provide medical checks for members at least once annually.

The service provider will be expected to:

- a) Deliver health talk to scheme members.
- b) Liaise with the Human Resources Division to get the details of all employees and their dependents.

List of service providers

The Bidder must provide a comprehensive list of their nominated service providers including contact numbers i.e. hospitals, clinics, pharmacies, consultants, etc. with a view to addressing the population distribution of the membership. Where such facilities registered by the Health Insurance Provider cannot be accessed, the Health Insurance Provider should be able to:

- a) Meet/ reimburse the cost of treatment of employees and their dependents and/or
- b) Liaise with the local medical institutions and private doctors to offer needed service.

Such a scenario may be in cases of emergency and being in a region where the Health Insurance Provider does not have a network.

The tenderer shall include the following health facilities among others and provide written agreements between them and the service provider.

- Agakhan Countrywide,
- Avenue Hospital Countrywide,
- A.A.R. Countrywide.
- Lifecare Hospital Countrywide
- Apex Malaba,
- Nairobi Hospital,
- Kisumu Specialist Hospital,
- Pesi Medical Center
- Tanaka Nursing Home In Busia
- MP Shah Country Wide.
- Amane Cotttage Hospital Busia
- Bliss Medical Hospital
- Kenyatta National Hospital
- Getrude hospital countrywide
- Mediheal hospital countrywide

Misuse of the Medical Cover

The Health Insurance Provider is expected to report to County Assembly of Busia immediately in case of any misuse of the medical cover by the beneficiaries.

Reporting

The Health Insurance provider shall be responsible to the Clerk through the Human Resource Office.

Commencement Date

The Health Insurance Provider is expected to start providing Medical cover immediately after signing the contract after signing the contract.

Period of Cover

The Health Insurance Provider is expected to provide medical services to the Management, MCA's and staff of CAB plus their dependents for a period of 12 months from the date of inception.

For any bidder who has provided this service to County Assembly of Busia before, should they be successful in this tender they will enter into a new contract with the County Assembly of Busia and the cover benefits should not be limited in any way by tying them to the benefits that are currently existing to staff e.g limitation on spectacles to two years that take into account periods in the past covers.

DETAILS OF INSURANCE COVERS FOR SPEAKER AND MCA'S (M+5)

Bidders are supposed to quote against the under listed and provide the requested information which will form part of evaluation of tender.

Note: Actual premium payable shall be based on the actual number of dependents covered subject to negotiations with the procuring entity

DETAILS FOR INSURANCE COVER FOR SPEAKER AND MCA'S

JG	No Of Principal	No. Of Dependents	Total Population		Enhanced Premium Inpatient	Enhanced Premium Outpatient	Enhanced Premium Maternity	Enhanced Premium Dental	Enhanced Premium Optical
R-T	54	270	324	Unit Price					
				Total Amount					
GRAND TOTAL									

MEDICAL BENEFITS FOR SPEAKER/MCAs (COVER LIMITS PER FAMILY)

Salary Scale	No. Of Principal Members	Inpatient	Outpatient	Maternity	Dental	Optical
D4-E3	54	3,000,000	200,000	100,000	50,000	50,000

Premium should be able to cover for m+5 for the above category (Speaker/MCAs and CASB members)

DETAILS FOR INSURANCE COVER FOR CASB MEMBERS

JG	No Of Principals	No. Of Dependents	Total Population		Enhanced Premium Inpatient	Enhanced Premium Outpatient	Enhanced Premium Maternity	Enhanced Premium Dental	Enhanced Premium Optical
R-T	2	10	12	Unit Price					
				Total Amount					
GRAND TOTAL									

MEDICAL BENEFITS FOR CASB MEMBERS (COVER LIMITS PER FAMILY)

Salary Scale	No. Of Principal Members	Inpatient	Outpatient	Maternity	Dental	Optical
R	2	2,000,000	250,000	150,000	30,000	35,000

DETAILS OF INSURANCE COVERS FOR STAFF (M+5)

JG	No. Of Principals	No. Of Dependants	Total Population		Enhanced Premium Inpatient	Enhanced Premium Outpatient	Enhanced Premium Maternity	Enhanced Premium Dental	Enhanced Premium Optical
R-T	2	10	12	Unit Price					
				Total Price					
K-Q	69	345	414	Unit Price					
				Total Price					
G-J	56	280	336	Unit Price					
				Total Price					
A-F	14	70	84	Unit Price					
				Total Price					
TOTAL	141	705	846	Total Amount					
GRAND TOTAL									

MEDICAL BENEFITS FOR STAFF (COVER LIMITS PER FAMILY)

SALARY SCALE	NO.	INPATIENT	OUTPATIENT	MATERNITY	DENTAL	OPTICAL
R-T	2	2,000,000	250,000	150,000	30,000	35,000
K-Q	69	1,500,000	200,000	100,000	30,000	25,000
G-J	56	1,000,000	150,000	75,000	30,000	15,000
A-F	14	750,000	100,000	50,000	30,000	15,000

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.

7. **Declaration forms** - The declaration form must be completed by the tenderer and submitted with the tender documents. It must also be signed by duly authorized Representatives of the tenderer.

- **Self-declaration** that the person/tenderer is not debarred in the matter of the public procurement and asset disposal act 2015.
- **Self-declaration** that the person/tenderer will not engage in any corrupt or fraudulent practice.

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

.....[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 _____ 2020

[Signature]

[In the capacity of]

Duly authorized to sign tender for and on behalf of _____

PRICE SCHEDULE FORM

ITEM NO.	DESCRIPTION OF INSURANCE COVER	TOTAL PREMIUM (KSHS.)
1.	INPATIENT(total for both MCAS,CASB and staff)	
2.	OUTPATIENT(total for both MCAS,CASB and staff)	
3.	MATERNITY(total for both MCAS,CASB and staff)	
4.	DENTAL(total for both MCAS,CASB and staff)	
5.	OPTICAL(total for both MCAS,CASB and staff)	
TOTAL SUM		

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 GPA cover and has accepted a tender by the tenderer for the supply of the services in the sum of _____
_____ [contract price in words in figures] (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 GPA 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 provisions of the contract at the times and in the manner prescribed by the contract.

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

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

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

CONFIDENTIAL BUSINESS QUESTIONNAIRE

Must be filled by all applicants or Tenderers' who wish to participate in this tender.

Name of Applicant(s).....

You are requested to give the particulars indicated in part 1 and either part 2(a), 2(b) or 2(c) whichever applies to your type of business. Part 2(d) to 2(i/j) must be filled. You are advised that giving wrong or false information on this Form will lead to automatic disqualification of your tender or termination of your contract or debarment of your firm at your cost.

Part 1: General

Business Name

Location of Business premises

Physical Address.....

Town.....

Building.....

Floor.....

Street/Road.....

Plot No.

Postal Address

Postal Code.....

Fax No.....

Email address.....

Contact Person(Full

Names).....

Mobile No.....

Power of Attorney (Yes/No).....

If Yes, Attach Written Document

Nature of Business(Indicate whether manufacturer, distributor).....

Current trade License.....Expiring date

KRA Pin No.....

Value of the largest single assignment you have undertaken to date(Ksh).....

Was this successfully undertaken?

Yes/No.....

(If Yes attach reference)

Name of your bankers Branch

Part 2(a) – Sole Proprietor

Your name in full Age

Nationality Country of Origin

Citizenship details

Part 2 (b) Partnership

Give details of partners as follows:

Name	Nationality	Citizenship Details	No. of Share
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1.			
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2.			
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3.			
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4.			
---------	--	--	--

5.			
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Part 2(c) – Registered Company

Private or Public

State the nominal and issued capital of the company

Nominal Kshs.....

Issued Kshs.....

Give details of all directors as follows:

Name Nationality Citizenship details Share

1.

2.

3.

4.

5.

Part 2 (d) – Debarment

I/We declare that I/We have not been debarred from any procurement process and shall not engage in any fraudulent, corrupt, coercive and obstructive acts with regard to this or any other tender by the County Assembly of Busia and any other public or private institutions.

Full Names

.....

Signature.....

Dated thisday of2020.

In the capacity of.....

Duly authorized to sign Tender for and on behalf of

Part 2 (e) – Bankruptcy / Insolvency / receivership.

I/We declare that I/We have not been declared bankrupt or insolvent by the competent Authorities in Kenya and neither are we under receivership:

Full Names.....

Signature.....

Dated thisday of2020.

In the capacity of.....

Duly authorized to sign Tender for and on behalf of

Part 2 (f) – Criminal Offence

I/We, (Name (s) of Director (s)):-

a)

b)

Have not been convicted of any criminal offence relating to professional conduct or the making of false statements or misrepresentations as to its qualifications to enter into a procurement contract within a period of three (3) years preceding the commencement of procurement proceedings.

Signed

For and on behalf of M/s

.....

In the capacity of

Dated thisday of2020.

Suppliers' / Company's Official Rubber Stamp

.....

Part 2 (g) – Conflict of Interest

I/We, the undersigned state that I / We have no conflict of interest in relation to this procurement:

a)

b)

For and on behalf of M/s

In the capacity of

Dated thisday of..... 2020

Suppliers' / Company's Official Rubber Stamp

.....

Part 2 (h) – Interest in the Firm:

Is there any person/persons in County Assembly of Busia or any other public institution who has interest in the Firm? Yes/No

.....

(Title) (Signature) (Date)

Part 2(i) – Experience:

Please list here below similar projects accomplished or companies / clients you have supplied with similar items or materials in **the years prescribed** and attach evidence of recommendation letters, local service order or letters of award to show past experience.

	Company Name	Country	Contract / Order No.	Value	Contact person (Full Names)	E-mail address	Cell phone No.
1							
2							
3							
4							

Part 2(j) – Manpower and Expertise

Attach company profile.

Part 2 (i or j) – Bank account details:

AGPO firms must provide evidence from their bank that the account to which County Assembly of Busia shall make payment has a youth or a woman or a PWD listed in the **CR12 form/partnership deed/sole proprietor certificate** as a MANDATORY signatory of that account,- **Sec.157 (11) of PPADA:**

Account No**Name of the person(s) in the CR12 form OR in the partnership deed**
OR in the sole proprietor certificate...../.....
ID No(s):...../..... **Signature and stamp of the authorized Banker**
Representative.....Date.....

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 KENYA
PUBLIC PROCUREMENT ADMINISTRATIVE REVIEW BOARD

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

BETWEEN

.....APPLICANT

AND

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

Request for review of the decision of the..... (*Name of the Procuring Entity*) of dated
the...day 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

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

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

1. THAT I am the Company Secretary/ Chief Executive/Managing Director/Principal Officer/Director of (insert name of the Company) who is a Bidder in respect of Tender No. for (insert tender title/description) for..... (insert name of the Procuring entity) and duly authorized and competent to make this statement.

2. THAT the aforesaid Bidder, its Directors and subcontractors have not been debarred from participating in procurement proceeding under Part IV of the Act.

3. THAT what is deponed to herein above is true to the best of my knowledge, information and belief.

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

Bidder Official Stamp

SELF DECLARATION THAT THE PERSON/TENDERER WILL NOT ENGAGE IN ANY CORRUPT OR FRAUDULENT PRACTICE.

I,of P. O. Box
..... bein
g a resident of
..... in the Republic of do
hereby make a statement as
follows:-

1. THAT I am the Chief Executive/Managing Director/Principal
Officer/Director of
..... (insert name of the Company) who
is a Bidder in respect of Tender No. for (insert
tender title/description) for
.....(insert name of the Procuring entity) and
duly authorized and competent to make this statement.

2. THAT the aforesaid Bidder, its servants and/or agents
/subcontractors will not engage in any corrupt or fraudulent practice
and has not been requested to pay any inducement to any member of
the Board, Management, Staff and/or employees and/or agents of (insert
of the Procuring entity) which is the procuring entity.

3. THAT the aforesaid Bidder, its servants and/or agents
/subcontractors have not offered any inducement to any member
of the Board, Management, Staff and/or employees and/or agents
of
.....(name of the procuring entity)

4. THAT the aforesaid Bidder will not engage /has not engaged in
any corrupt practice with other bidders participating in the subject
tender

5. THAT what is deponed to herein above is true to the best of my knowledge
information and belief.

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

Bidder's Official Stamp