

COUNTY ASSEMBLY OF EMBU



TENDER DOCUMENT FOR PROVISION OF GROUP MEDICAL INSURANCE COVER FOR MEMBERS AND STAFF OF COUNTY ASSEMBLY OF EMBU.

TENDER NO.

(CAE/ONT/INS/001/2020-2021)

CLOSING DATE: **(27TH AUGUST 2020)**

CLOSING TIME: **(11.00 AM)**

TABLE OF CONTENTS

	Page
SECTION I	INVITATION TO TENDER..... 3
SECTION II	INSTRUCTIONS TO TENDERERS..... 5
	APPENDIX TO INSTITUTIONS TO TENDER 19
SECTION III	GENERAL CONDITIONS OF CONTRACT..... 25
SECTION IV	SPECIAL CONDITIONS OF CONTRACT..... 30
SECTION V	SCHEDULE OF REQUIREMENTS..... 31
SECTION VI	STANDARD FORMS..... 38

SECTION I - INVITATION TO TENDER
Date: (12TH AUGUST 2020)-TENDER NO.(CAE/ONT/INS/001/2020-2021)- FOR
PROVISION OF MEDICAL INSURANCE COVER FOR MEMBERS AND STAFF OF
COUNTY ASSEMBLY OF EMBU.

The County Assembly of Embu invites sealed tenders from eligible candidates for Provision of Group Medical Insurance Cover for Members and staff of County Assembly for a period of one year.

Interested eligible candidates may access Tender documents detailing the requirements FREE of charge from <http://embuassembly.go.ke/procurement> or from Public Information Procurement portal <http://tenders.go.ke>.

Completed tender documents must be properly serialized in every page including all attachments and are to be enclosed in plain sealed envelopes, marked with the tender number, name and be deposited in the tender box provided at The County Assembly Of Embu offices located at Spring Valley area, along James Nyaga Crescent road, off Embu-Meru Highway, opposite Faith House and addressed to:

**Clerk of the County Assembly
P. O. Box 140-60100
Embu**

so as to be received on or before **(27th August 2020 at 11.00 am)**

Prices (Premium) quoted should be net inclusive of all taxes and delivery cost, must be in Kenya Shillings and should remain valid for 90 days after the date of Tender Opening.

Tenders must be accompanied by a tender Security of **(Kshs.100,000)** in form of a bank guarantee from a reputable bank in Kenya valid for 120 days from the date of tender opening.

Tenders will be opened immediately thereafter in the presence of the tenderers or their representatives who choose to attend at the County Assembly of Embu Offices.

**THE CLERK
COUNTY ASSEMBLY OF EMBU**

TABLE OF CONTENTS.

	Page
2.1 Eligible Tenderers	5
2.2 Cost of tendering	5
2.3 Contents of tender documents	6
2.4 Clarification of Tender documents	6
2.5 Amendment of tender documents	7
2.6 Language of tenders	7
2.7 Documents comprising the tender	8
2.8 Form of tender	8
2.9 Tender prices	8
2.10 Tender currencies	9
2.11 Tenderers eligibility and qualifications	9
2.12 Tender security	9
2.13 Validity of tenders	10
2.14 Format and signing of tenders	11
2.15 Sealing and marking of tenders	11
2.16 Deadline for submission of tenders	11
2.17 Modification and withdrawal of tenders	12
2.18 Opening of tenders	13
2.19 Clarification of tenders	13
2.20 Preliminary Examination and Responsiveness.....	13
2.21 Conversion to other currencies	14
2.22 Evaluation and comparison of tenders	14
2.23 Contacting the procuring entity	16
2.24 Award of Contract	16
2.25 Notification of award	17
2.26 Signing of Contract	18
2.27 Performance security	18
2.28 Corrupt or fraudulent practices	18

2.1 Eligible tenderers

- 2.1.1. This Invitation to tender is open to all tenderers eligible as described in the 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 County Assembly of Embu (CAE) board members, members, staff employees, and their relative (spouse and children) are not eligible to participate in the tender unless where specially allowed under existing laws.
- 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.

2.2 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 tender document shall be downloaded free of charge from the County Assembly of Embu website.
- 2.2.3 CAE shall allow the tenderer to review the tender document free of charge.

2.3 Contents of tender documents

2.3.1. The tender document comprises of the documents listed below and addenda issued in accordance with paragraph 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 service
- vi) Form of tender
- vii) Price schedules
- viii) Contract form
- ix) Confidential business questionnaire form
- x) Tender security form
- xi) Performance security form
- xii) Notification of award
- xiii) Integrity declaration
- xiv) Non- debarment statement

2.3.2. The Tenderer is expected to examine all instructions, forms, terms, and specifications 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 Documents

2.4.1. A prospective candidate making inquiries of the tender document may notify the Procuring entity in writing or by post, fax or email at the 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 no later than seven (7) days prior to the deadline for the submission of 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 prospective tenderers who have received the tender documents.

- 2.4.2. CAE 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

2.5 Amendment of 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.

2.6 Language of tender

- 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

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, 2.10 below.
- (b) Documentary evidence established in accordance with paragraph 2.11 that the tenderer is eligible to tender and is qualified to perform the contract if its tender is accepted; Tender security furnished is in accordance with Clause 2.12
- (c) Confidential business questionnaire

2.8 Form of Tender

- 2.8.1 The tenderers shall complete the Form of Tender and the appropriate Price Schedule furnished in the tender documents, indicating the services to be performed.

2.9 Tender Prices

- 2.9.1 The tenderer shall indicate on the Price schedule the unit prices where applicable and total tender prices 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 2.22.
- 2.9.4 Contract price variations shall not be allowed for contracts not exceeding one year (12 months)
- 2.9.5 Where contract price variation is allowed, the variation shall not exceed 10% of the original contract price.

2.9.6 Price variation requests shall be processed by the procuring entity within 60 days of receiving the request.

2.10 Tender Currencies

2.10.1 Prices shall be quoted in Kenya Shillings unless otherwise specified in the appendix to Instructions to Tenderers.

2.11 Tenderers Eligibility and Qualifications.

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

2.11.2 The documentary evidence of the 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 Invitation to tender.

2.12.2 The tender security shall be in the amount not exceeding 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 2.12.8

2.12.4 The tender security shall be denominated in a Kenya Shillings or in another freely convertible currency and shall be in the form of a bank guarantee.

2.12.5 Any tender not secured in accordance with paragraph 2.12.1 and 2.12.4 will be rejected by the Procuring entity as non-responsive, pursuant to paragraph 2.20

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

2.12.7 The successful tenderer's tender security will be discharged upon the tenderer signing the contract, pursuant to paragraph 2.26, and furnishing the performance security, pursuant to paragraph 2.27.

2.12.8 The tender security may be forfeited:

(a) If a tenderer withdraws its tender during the period of tender validity specified by the procuring entity on the Tender Form;

or

(b) In the case of a successful tenderer, *if* the tenderer fails:

(i) to sign the contract in accordance with paragraph 2.26

or

(ii) to furnish performance security in accordance with paragraph 2.27

or

(c) If the tenderer rejects, correction of an error in the tender. Validity of Tenders

2.13 Validity if tender

2.13.1 Tenders shall remain valid for 90 days or as specified in the invitation to tender after date of tender opening prescribed by CAE, 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, CAE 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 may refuse the request without forfeiting its tender security. A tenderer granting the request will not be required nor permitted to modify its tender.

2.14 Format and Signing of Tender

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

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

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

2.15 Sealing and Marking of Tenders

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

2.15.2 The inner and outer envelopes shall:

- a) Be addressed to 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 (27th August 2020 at 11.00 am)**

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

2.15.2 If the envelope is not sealed and addressed as required by paragraph 2.15.1, the Procuring entity will assume no responsibility for the tender’s misplacement or premature opening.

2.16 Deadline for Submission of Tenders

2.16.1 Tenders must be received by CAE at the address specified under paragraph 2.15.2 not later than **(27th August 2020)**

2.16.2 CAE may, at its discretion, extend this deadline for the submission of tenders by amending the tender documents in accordance with paragraph 2.5, in which case all rights and obligations of CAE and candidates previously subject to the deadline will thereafter be subject to the deadline as extended.

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

2.17 Modification and withdrawal of tenders

2.17.1 The tenderer may modify or withdraw its tender after the submission of tender, provided that written notice of the modification, including substitution or withdrawal of the tender's is received by the procuring entity prior to the deadline prescribed for the 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 cable, 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 specified by the tenderer on the Tender Form. Withdrawal of a tender during this interval may result in the Tenderer's forfeiture of its tender security, pursuant to paragraph 2.12.8.

2.17.5 CAE may, at any time, prior to notification of tender award terminate or cancel procurement proceedings before contract award and shall not be liable to any person for the termination.

2.17.6 CAE shall notify all persons who submitted tenders of the termination within fourteen days of termination and such notice shall contain the reason for termination.

2.18 Opening of Tenders

2.18.1 CAE will open all tenders in the presence of tenderers representatives who choose to attend,

on **(27th August 2020)** and in the location specified in the invitation to tender. The tenderers' representatives who are present shall sign a register evidencing their attendance.

2.18.2 As each tender is opened, the following shall be read out aloud and recorded in a document to be called the tender opening register; person submitting the tender, total price and tender security, modifications, discounts and such other detail that CAE at its discretion may find necessary

2.18.3 CAE shall, on request, provide a copy of tender opening register to the tenderer or their representative.

2.19 Clarification of tenders

2.19.1 To assist in the evaluation and comparison of tenders CAE may request, 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 shall be sought, offered, or permitted.

2.19.2 Any effort by a tenderer to influence CAE 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 CAE will examine the tenders to determine whether they are complete, whether any computational errors have been made, whether required securities 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 may be forfeited. If there is a discrepancy between words and figures, the amount in words will prevail.

2.20.3 CAE may waive any minor informality or nonconformity 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 2.22, CAE 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. CAE'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 CAE and may not subsequently be made responsive by the tenderer by correction of the nonconformity.

2.21 Conversion to other currencies

2.21.1 Where other currencies are used, CAE 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 CAE will evaluate and compare the tenders which have been determined to be substantially responsive, pursuant to paragraph 2.20

2.22.2 The comparison shall be of the price including all costs as well as duties and taxes payable on all the materials to be used in the provision of the services.

2.22.3 CAE'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 2.22.4 and in the technical specifications:

- (a) operational plan proposed in the tender;

- (b) deviations in payment schedule from that specified in the Special Conditions of Contract;

2.22.4 Pursuant to paragraph 2.22.3 the following evaluation methods will be applied:

- (a) *Operational Plan.*

CAE 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 CAE's required delivery time will be treated as non-responsive and rejected.

- (b) *Deviation in payment schedule.*

Tenderers shall state their tender price for the payment on a 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. CAE may consider the alternative payment schedule offered by the selected tenderer.

2.22.5 The tender evaluation committee shall evaluate the tender within 30 days from the date of opening. The committee may after tender evaluation but prior to award of tender conduct due diligence and present the report in writing to confirm and verify the qualifications of the tenderer who submitted the lowest evaluated responsive tender to be awarded the contract in accordance to existing laws.

2.22.6 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.

2.23. 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. 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 Award of Contract

a) Post qualification

2.24.1 In the absence of pre-qualification, CAE will 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's 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

b) Award Criteria

2.24.4 Subject to paragraph 2.22 CAE 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.

2.24.5 Subject to paragraph 2.17.5 and 2.17.6 CAE 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. If CAE determines that none of the tenderers is responsive, It shall notify each tenderer who submitted a tender.

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

2.25 Notification of award

2.25.1 Prior to expiry of the period during which tenders must remain valid, the County Assembly of Embu shall notify in writing the person submitting the successful tender that his tender has been accepted.

2.25.2 The successful bidder shall signify in writing the acceptance of award within the time frame specified in the notification of award. Simultaneously the other tenderers shall be notified that their tenders have not been successful.

2.25.3 Upon the successful Tenderer's furnishing of the performance security pursuant to paragraph 2 . 27, CAE will promptly notify in writing all other persons submitting tenders that their tenders were not successful, disclosing the successful tenderer as appropriate and reasons thereof. For greater certainty, a notification under paragraph 2.25.1 does not form a contract nor reduce the validity period for a tender or tender security

2.25.4

2.26 Signing of Contract

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

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

2.26.3 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.

2.27 Performance Security

2.27.1 Within thirty (30) days of the receipt of notification of award from CAE, the successful tenderer shall furnish the performance security in accordance with the Conditions of Contract, in the Performance Security Form provided in the tender document.

2.27.2 Failure of the successful tenderer to comply with the requirement of paragraph 2.26 or paragraph 2.27.1 shall constitute sufficient grounds for the annulment of the award and forfeiture of the tender security, in which event, CAE may make the award to the next lowest evaluated or call for new tenders.

2.28 Corrupt or Fraudulent Practices

2.28.1 CAE requires that tenderers observe the highest standard of ethics during the procurement process and execution of contracts. A tenderer shall sign an integrity declaration form provided in the tender document that he has not and will not be involved in corrupt or fraudulent practices.

2.28.2 CAE 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;

2.28.3 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 THE TENDERERS

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

Instructions to tenderers (ITT)	Particulars of Appendix to Instructions to Tenderers
2.1	Particulars of eligible tenderers: Medical Insurance Cover Underwriting Companies only Licensed by the Insurance Regulatory Authority to transact this business in Kenya
2.2	Tender documents may be downloaded from www.embuassembly.go.ke free of charge
2.10	Quotations must be in Kenya Shillings only
2.11	Particulars of eligibility and qualifications documents of evidence required. Copies of: Certificate of Registration Certificate of valid tax compliance
2.12	Form of Tender Security: The Tender Security shall be in the form of a Guarantee from a reputable bank valid for 120 days from the date of opening. Self-Issued Bid Bonds by the bidders will not be accepted. (Kshs. 100,000)
2.13	Tender shall remain valid for a period of 90 days from the date of Opening
2.16.3	Bulky tenders which do not fit in the Tender box shall be delivered to the procurement department.
2.24 (a)	Particulars of post- qualification if applicable. CAE may inspect the premises, and demand to be provided with documents as evidence of having undertaken medical insurance business as a condition for signing the contract
2.24 (b)	Award Criteria: Award will be made to the lowest of price among the tenderers who attain the minimum qualifying mark at the technical stage.
2.27	Particulars of performance security if applicable. The successful tenderer shall furnish the performance security of 10% of the quoted/ awarded amount within thirty (30) days of the receipt of notification of award from CAE, in accordance with the Conditions of Contract, in the Performance Security Form provided.

2.22 Evaluation & Comparison of tenders

The evaluation and comparison of tenders 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.

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 80% to qualify for further evaluation under the Financial Evaluation Criteria.

Financial Evaluation.

- The quotations received from the responding bidders shall be evaluated and ranked from the lowest to the highest provided that the quotations were obtained from the eligible insurers as specified in Section 2.1. The financial evaluation shall also take into consideration the Price Schedule Form and any conditions attached to the quotations for each class of insurance specified in tables of Schedule of Insurance Requirements such as exclusion clauses which will not be favorable to CAE

Note.

The provision of insurance services will be awarded to the overall lowest evaluated bidder

2.23 EVALUATION CRITERIA

PRELIMINARY REQUIREMENTS (MANDATORY REQUIREMENTS)

S/No.	Documents/ Evidence to be Submitted/ Requirement	YES/ NO
MR1.	Copy of Certificate of Incorporation	
MR 2.	Copy of Valid Tax Compliance Certificate	
MR 3.	Must be Medical Insurance/ Assurance Underwriting Company	
MR 4.	Must submit a duly filled, stamped and signed Confidential Business Questionnaire	
MR 5.	Should provide a self-written, signed and stamped declaration that the bidder is not debarred from participating in Public Procurement in the format provided in the tender document	
MR 6.	Should provide a self-written, signed and stamped declaration that they will not engage in any corrupt practice in the format provided in the integrity declaration form.	
MR 7.	Must Fill the Form of Tender in the format provided in the tender document	
MR 8.	Must Fill the Price Schedule in the format provided in the tender document	
MR9	Must be approved by the Insurance Regulatory Authority to conduct business in Year (2020)	
MR 10	Must submit sample policy document	
MR 11	Must submit copies of certified Audited accounts for the last three years (2017, 2018 and 2019)	
MR 12	The firm must provide a valid business permit	
MR 13	Must provide current CR12 form	
MR 14	The tender documents must be paginated/serialized including all attachments	
MR15	Must submit membership certificate for the year (2020) from Association of Kenya Insurers. (AKI)	

MR 16	Must submit a valid registration certificate by Insurance Regulatory authority (IRA) as a medical service provider.	
MR 17	Must provide a tender security of (Kshs.100,000) in form of a bank guarantee from an authorized bank.	
	At this stage, the tenderer's submission will either be responsive or non-responsive. The non-responsive submissions will be eliminated from the entire evaluation process and will not be considered further. Bidders Who Are Responsive to All the Requirements Will Proceed to Technical Evaluation Stage II	

B) Stage Two: Technical Evaluation (Total Points 100)

No.	General Requirements	Specific Requirements	Maximum Score
1)	General Experience	Submission of a detailed company profile showing directorship, qualifications and years of experience of key staff	5
2)	Specific experience	Provide a list of five Corporate Clients and recommendation letters of the listed Corporate Clients for the last three years where an assignment of similar nature was rendered	15
3)	Technical Capacity	Network coverage i.e schedule of <ul style="list-style-type: none"> • 7 Hospitals with specialists in Embu • 5 Hospitals in major towns • 3 Pharmacists in Embu 	7 5 3
4)	Demonstrate additional Benefits	Demonstrate additional/ enhanced benefits the firm may extend to the Assembly other than the minimum cover benefits indicated by the Assembly. To include but not limited to telemedicine, evacuation, vaccination in addition to those approved by KEPI.	5
5)	Settlement of claims	Settlement of claims history with hospitals, doctors and consultants. The period used to settle previous claims upon presentation of all required documents. Recommendation from at least five (5) major hospitals should be provided	10
6)	Qualification & experience	Qualification and experience of at least five Key staff in managing medical insurance services. You are required to provide necessary CVs, Copies of Academic, Professional certificates and number of years in managing medical insurance services.	10
7)	Cover Exclusions	Cover Exclusions Indicate the exclusions/ exemption clauses if any that the Policy will not cover.(Any exclusions on the benefits listed on the schedule of services the tenderer will be penalised)	10
8i)	Financial capability (Underwriters Only)	Attach evidence; Audited accounts for the last 3 year (2017, 2018 and 2019).	5
8ii)	Equity	Average equity for the last 3 years • Over 1,000,000,000(10points)	15

		<ul style="list-style-type: none"> •500,000,000 - 999,999,999 (5points) •250,000,000 - 499,999,999 (3points) 	
8iii)	Gross Premiums	Average Gross Premium for the last 3 years <ul style="list-style-type: none"> • Over Kshs.1 Billion –15 points • Kshs. 500,000,000 up to 999,999,999 -10 points • Kshs. 250,000,000 - 499,999,999 – 5 points. 	15
		TOTAL SCORE	100

The Pass mark for Technical Evaluation will be 80%. Candidates that will have attained those points will have their financial proposals evaluated.

C) Stage: Three: Financial Evaluation

- a) The bidder with the lowest evaluated financial proposal will be recommended for the award of the contract.
- b) The bidders must adhere to the recommended IRA ratings
- c) In case of discrepancy between unit price and total, the unit price shall prevail.

If there is a tie on the lowest quoted price between two firms, the firm with the highest technical points will be recommended for award.

Award of Contract: The Contract will be awarded to the technically responsive bidder that offers the lowest cost.

Particulars of performance security.

Performance security is a requirement for this tender and the successful tenderer will be required to submit performance security at the rate of 10 % of the total tender sum prior to contract signing.

SECTION III- GENERAL CONDITIONS OF CONTRACT TABLE

OF CONTENTS		Page
3.1	Definitions	26
3.2	Application	26
3.3	Standards	26
3.4	Patent Rights	26
3.5	Performance security	27
3.6	Period & Renewal of contract	27
3.7	Payment	27
3.8	Prices	27
3.9	Assignment	28
3.10	Termination for default	28
3.11	Termination for insolvency	28
3.12	Termination for convenience	28
3.13	Resolution of disputes	29
3.14	Governing language	29
3.15	Force majeure	29
3.16	Applicable law	29
3.17	Notices	29

SECTION III – GENERAL CONDITIONS OF CONTRACT

3.1 Definitions

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 contractor including materials and incidentals which the tenderer is required to provide to the Procuring entity under the Contract;
- d) “The Procuring entity” means the organization sourcing for the services under this Contract;
- e) “The contractor” means the individual or firm providing the services under this Contract;
- f) “GCC” means general conditions of contract contained in this section;
- g) “SCC” means the special conditions of contract;
- h) “Day” means calendar day and
- i) “CAE” means County Assembly of Embu

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 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 Patent Right’s

3.4.1 The contractor shall indemnify CAE 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.

3.5 Performance Security

- 3.5.1 Within twenty-eight (28) days of receipt of the notification of Contract award, the successful tenderer shall furnish to CAE with a performance security where applicable in the amount specified in Special Conditions of Contract.
- 3.5.2 The proceeds of the performance security shall be payable to CAE as compensation for any loss resulting from the Tenderer's failure to complete its obligations under the Contract.
- 3.5.3 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 bank guarantee issued by an authorized bank in Kenya.
- 3.5.4 The performance security will be discharged by CAE and returned to the candidate not later than thirty (30) days following the date of completion of the tenderer's performance of obligations under the contract, including any warranty obligations under the contract

3.6 Period & Renewal of Contract

- 3.6.1 The contract shall last for 1 year (12 months) and the parties are at liberty to renew the contract for a period not exceeding one year subject to satisfactory performance review.

3.7 Payment

- 3.7.1 The method and conditions of payment to be made to the tenderer under this Contract shall be specified in SCC

3.8 Prices

- 3.8.1 Prices charged 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 by the tenderer in its tender or in CAE request for tender validity extension as the case may be. No variation in or modification to the terms of the contract shall be made except by written amendment signed by the parties.

3.9 Assignment

3.9.1 The tenderer shall not assign, in whole or in part, its obligations to perform under this contract, except with the procuring entity's prior written consent.

3.10 Termination for Default

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

- a) if the tenderer 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 tenderer fails to perform any other obligation(s) under the Contract.
- c) if the tenderer, in the judgment of the Procuring entity has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.

3.10.2 In the event CAE 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 tenderer shall be liable to the Procuring entity for any excess costs for such similar services

3.11 Termination of insolvency

3.11.1 CAE may at anytime 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 produce or affect any right of action or remedy, which has accrued or will accrue thereafter to CAE.

3.12 Termination for convenience

3.13.1 CAE 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 CAE 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 CAE may elect to cancel the services and pay to the contractor on agreed amount for partially completed services.

3.13 Resolution of disputes

- 3.13.1 CAE and the contractor shall make every effort to resolve amicably by direct informal negotiations any disagreement or dispute arising between them under or in connection with the contract.
- 3.13.2 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.

3.14 Governing Language

- 3.14.1 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.

3.15 Force Majeure

- 3.15.1 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.

3.16 Applicable Law

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

3.17 Notices

- 3.17.1 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 E-mail and confirmed in writing to the other party's address specified in the SCC
- 3.17.2 A notice shall be effective when delivered or on the notices effective date, whichever is later.

SECTION IV - SPECIAL CONDITIONS OF CONTRACT

- 4.1 Special conditions of contract shall supplement the general conditions of contract, wherever there is a conflict between the GCC and the SCC, the provisions of the SCC herein shall prevail over those in the GCC.
- 4.2 Special conditions of contract with reference to the general conditions of contract.

GCC Reference	Special conditions of contract
3.5	Specify performance security if applicable: 10% of the Quoted/ Awarded Amount inform of a bank guarantee by an authorized bank
3.7	Specify method Payments. Not more than three instalments upon signing of the contract
3.8	Specify price adjustments allowed. None
3.13	Specify resolution of disputes. Disputes to be settled as per the Arbitration Laws of Kenya
3.16	Specify applicable law. Laws of Kenya
3.17	Indicate addresses of both parties. Client: The Clerk, County Assembly of Embu P.O box 140-60100 - 00100, Embu Tel: 068-2231208. E-mail: countyassemblyofembu@gmail.com. Tenderer's Address:

SECTION V – DETAILS OF COVER AND SCHEDULE OF REQUIREMENTS

5.0 TERMS OF REFERENCE FOR MEDICAL INSURANCE COVER FOR MEMBERS AND STAFF OF COUNTY ASSEMBLY FOR 2020 & 2021

5.1 INTRODUCTION

The County Assembly of Embu (COUNTY ASSEMBLY SERVICE BOARD) recognizes a healthy workforce as an asset towards the achievement of its goals. The main objective of the medical Insurance scheme is to provide adequate and cost effective health care to the Members and staff of County Assembly and their immediate dependants. This is in line with the Employment Act 2007 which states that “an employer shall ensure the provision of sufficient and proper medical care for his employees during illness and if possible medical attendance during serious illness”.

For this reason, COUNTY ASSEMBLY SERVICE BOARD intends to contract the services of an experienced and reputable Medical Insurance Service Provider to arrange for medical insurance cover to Members and staff of County Assembly on terms agreeable with the COUNTY ASSEMBLY SERVICE BOARD.

5.2 OBJECTIVE OF THE COVER

The primary objective of the cover is to provide a comprehensive in-patient, out-patient, maternity, dental and optical medical cover for Members and staff of County Assembly and their immediate dependents (i.e. spouse and their children)

5.3 SCOPE

The provider is expected to provide efficient and effective medical services for Members and staff of the County Assembly and their immediate dependents. It should be a service that is easily available and accessible for Members and staff of County Assembly as and when required. The number of the Members and staff of County Assembly and their dependants to be covered may change from time to time and the Medical Provider will be advised accordingly. The following should be **NOTED**:

- Total number of Members and staff of County Assembly anticipated to be covered are **(One Hundred and thirty (130))**
- Total number of dependants of Members and staff of County Assembly to be covered are **(Three Hundred and Sixty Six (366))**, that is, one spouse and a maximum of five (5) children aged between zero and eighteen years(biological, legally adopted and foster children). Children beyond 18 years but below 25 years old enrolled in a recognized post- secondary education shall also be covered.
- Children beyond 25 years who are in school or persons with disability shall be covered in the scheme on provision of appropriate evidence.
- **No waiting period. (Members and dependants should start accessing services immediately)**
- **The provisions of section 5.5 shall be the minimum cover benefits.**
- **Members age up to 65 years**

5.4 ANNUAL PREMIUMS

The annual premiums per family should indicate amount payable as follows:

MEMBERSHIP DETAILS

DESCRIPTION	M+	NUMBER OF OFFICERS	DEPENDANTS	TOTAL (MEMBER + DEPENDANTS)
SPEAKER MCAs, 4TH MEMBERS	M+0 = 1 M+1 = 3 M+2 = 3 M+3 = 15 M+4 = 10 M+5 = 4	36	106	142
STAFF CATEGORY A	M+3 = 3 M+4 = 2 M+5 = 1	5	23	28
STAFF CATEGORY B	M+0 = 8 M+1 = 8 M+ 2 = 21 M+3=16 M+ 4 =9 M+ 5 =4	66	192	258
STAFF CATEGORY C	M + 0 = 3 M+ 1 = 3 M + 2 = 8 M + 3 = 6 M + 4 = 3	23	45	68
TOTAL		130	366	496

The annual premiums per benefit should indicate amount payable as follows:

- i. Inpatient
- ii. Outpatient
- iii. Maternity
- iv. Dental
- v. Optical
- vi. Last expense

5.5 SPECIFIC SERVICES

The provider is expected to provide the following:

i. Out-patient medical services:

- Consultation;
- Surgery;
- Dressing ;
- Pre- natal and post- natal care;
- Baby friendly and KEPI Vaccination;
- Physiotherapy;
- COVID 19 testing , management and vaccination;
- Laboratory tests ;
- Prescribed ARVS;
- Circumcision procedure (for persons not older than 18 years);
- Pre-existing conditions, chronic HIV/AIDS and cancer related conditions;
- Congenital conditions;
- Any other vaccination apart from those approved by KEPI;
- HIV/Counseling ,testing and provision of ant-retroviral drugs;
- Attendance to other opportunistic and terminal diseases such as TB, cancer etc; and
- Any other out-patient services agreed with the COUNTY ASSEMBLY SERVICE BOARD and not mentioned herein above.

ii. Other Out-Patient Benefits

- Telemedicine and diagnostic consultation with a general practitioner registered with the Kenya Medical Practitioners and Dentist Board;
- Telemedicine and diagnostic consultation with a specialist.
- Laboratory investigations and x-rays, electrocardiograms, encephalograms, audiograms, radiotherapy or chemotherapy;
- Prescription medicines;
- Outpatient procedures e.g. dressing.

iii. Other Stand alone out-patient services

- Dental services
- Optical Services

iv. Inpatient Medical Services:

- General in-patient service
- Medical services for chronic, pre-existing conditions, HIV/AIDS and cancer related conditions up to the maximum coverage of the inpatient benefit;
- Congenital and prematurity conditions covered to the full inpatient benefit;
- Circumcision procedure (for persons not older than 18 years);
- General Health checkup;
- Maternity
- COVID-19 covered up to full benefit inpatient
- Medical services for HIV/AIDs including counseling, treatment, providing anti-

retroviral and other related drugs;

- Medical services for other terminal diseases and cancerous related illness covered to the full inpatient benefit;
- Illness related in-patient dental cover up to the full inpatient benefit;
- Illness related in-patient optical cover up to the full inpatient benefit;
- Emergency caesarian sections should be covered up to the full inpatient limit ;
- Accident related in-patient dental cover up to the full inpatient benefit;
- Accident related in-patient optical cover up to the full inpatient benefit;
- Provision of drugs to Members and staff of County Assembly and their dependants as prescribed by a medical practitioner;
- Ensuite private rooms;
- Laser eye treatment/surgery within the full inpatient benefit;

v. **Other in-patient benefits**

- Accommodation for parent/guardian accompanying a child below 12 years;
- Doctor's, Surgeons, and specialist fees;
- Laboratory investigations, x-rays, ultrasound, ECG, MRI scans;
- Prescribed drugs, dressings, surgical appliances, and nursing procedures;
- Theatre including surgeons' fees and anesthetists' fees;
- Intensive care (ICU)/High Dependency Unit (HDU);
- Radiotherapy, chemotherapy, physiotherapy;
- Medical Health checkups both locally and outside the country upon referral;
- Gynecological treatment;
- Day Care surgery;
- Inpatient physiotherapy;
- Home nursing care;
- Post hospitalization visits/follow-ups after discharge;
- Local road and air evacuation in case of transfers within the full inpatient benefit;
- Rehabilitation care
- Psychiatric and Psychological illnesses covered up to the full In-patient limits.
- Prescribed Medical appliances and supplies e.g. colostomy bags, gluco sticks, needles, Wheelchairs, Crutches, Knee and Wrist braces, Lumbar corset etc.
- Emergency Road and Air Evacuation from any location within East Africa

(Kenya, Uganda, Rwanda, Burundi S.Sudan and Tanzania) covered up to the overall limit.

- Any other inpatient services agreed with the COUNTY ASSEMBLY SERVICE BOARD and not mentioned herein above.

5.6 OVERSEAS TREATMENT

- Evacuation abroad for treatment not locally available by use of economy class air ticket for both the patient and the accompanying person;
- Elective treatment abroad for treatment locally available if it is cheaper or comparable in cost to the local treatment.

5.7 ENHANCED MEDICAL COVER

i. Road air Evacuation

The details of the covers shall be provided by the service provider and shall form part of the scope envisaged.

ii. Unique salient features (Added Values)

- Use of Biometric smart cards;
- Claim reimbursement for both outpatient and inpatient
- Any expenses for medical examinations done for check-up purposes not arising out of sickness or accident;
- Cover outside Kenya on holiday & Business;
- Qualified and dedicated personnel with ability to address customer queries;
- 24-hour emergency/ help line;
- Regular utilization reports;
- Credit Facilities available to all the major hospitals across the country;
- Health talks.

5.8 DETAILED DENTAL BENEFITS

The Dental cover should provide for

- Cost of fillings;
- Root canal;
- X-rays;
- Polishing and Scaling ;
- Tooth extractions including surgical extraction together with anesthetics' fees;
- Decay
- Dentures & Braces
- Bridges & implants

5.9 DETAILED OPTICAL BENEFITS

The Optical cover should provide for:

- Expenses related to eye treatment;
- Eye testing;
- Treatment arising from injury to the eyes caused solely and directly by accident external and visible means or arising from a disease affecting the eye or optic nerve;
- Correction of sight defects
- The supply and fitting of eyeglasses and frames;

- Inpatient non accidental Optical cover up to the full inpatient benefit;
- Cataract procedure.

5.10 DETAILED MATERNITY COVER BENEFITS

Maternity cover should cater for;

- Delivery expenses (normal delivery); up to the full inpatient benefit.
- Pre-natal care;
- Post-natal care and ultrasounds within the maternity limit.
- Caesarean section covered within the full inpatient benefit.

5.11 LAST EXPENSE

The provider to indicate amount per principal member per year but not less than Kshs100,000.

5.12 PROVISION OF TRAVEL INSURANCE

The provider should be able to provide **travel insurance** to members who travel overseas **On official duties.**

5.13 COUNTRY WIDE NET WORK

The Medical Insurance Service Provider is expected to have a country wide Network that can enable Members and staff of County Assembly and their dependants to access medical services as and when the need arises. Where such facilities registered by the Medical Insurance Provider cannot be accessed, the Provider should be able to:

- a) Meet/reimburse **in full** the cost of treatment of Members and staff of County Assembly and their dependents and/or;
- b) Liaise with the local medical institutions and private doctors to offer the needed service.

Such a scenario may be in cases of emergency and being in a region where the Medical Insurance Service Provider does not have a network. This will ensure that the Members and staff of County Assembly are at all times able to access medical attention in the course of their duties anywhere in the country

5.14 PROVISION OF QUARTERLY REPORTS

The Health Insurance Provider is expected to furnish COUNTY ASSEMBLY SERVICE BOARD with quarterly returns on the utilization of the Members and staff of County Assembly medical entitlements.

5.15 REPORTING

The Medical Insurance Service Provider shall report to the County Assembly Service Board of Embu through the Clerk of the County Assembly.

5.16 OUTPUTS/DELIVERABLES

The Medical Insurance Service Provider shall be responsible for the following deliverables:

- a. Conduct a debriefing exercise and submit a report;
- b. Furnish the COUNTY ASSEMBLY SERVICE BOARD with the package of the Employee Health Insurance Scheme it offers and how it operates,
- Giving full details;
- c. Do a presentation of the services that they offer;
- d. Send monthly statements to Members to ensure that Members do not overshoot their limits;
- e. Conduct regular health talks and sensitizations;
- f. Submit Quarterly reports on the progress of the medical scheme and its utilization by individual Members and staff of County Assembly; and
- g. Educate Members and staff of County Assembly on medical cover Benefits and the Hospitals to be used;

5.17 DATE OF INCEPTION/ COMMENCEMENT

The Medical Insurance Provider is expected to start providing the Medical cover from

(1st October 2020 to 30th September 2021)

5.18 PERIOD OF COVER

The contract period shall be for one (1) year however the parties are at liberty to renew the contract period subject to satisfactory performance review

5.19 SCHEME DETAILS (ENTITLEMENTS PER FAMILY PER YEAR)

Category	Principal Members	Inpatient	Outpatient	Maternity	Dental	Optical
MCA/Board Members	36	2,000,000.00	250,000.00	150,000.00	80,000.00	60,000.00
A	5	2,000,000.00	250,000.00	150,000.00	80,000.00	60,000.00
B	66	1,200,000.00	200,000.00	100,000.00	60,000.00	40,000.00
C	23	750,000.00	100,000.00	75,000.00	40,000.00	30,000.00

***Pre-existing/chronic /congenital/ and prematurity conditions to be covered to the full benefits as above and within the inpatient cover.**

The exact benefits and exclusions if any should be provided.

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 will 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 –** The tenderer shall provide a tender security in form of a bank guarantee from an authorized bank and in the format provided in the tender document.
6. **Integrity declaration form –** The tenderer shall sign a declaration form in the format provided in the tender document.
7. **Performance Security form –** The successful tenderer shall within 30 days of receipt of notification of award furnish the performance security in accordance with the conditions of contract, in the performance security form provided in the tender document.
8. **Notification of award -** Prior to the expiration of the period of tender validity. CAE shall notify the successful tenderer in writing that its tender has been accepted.
9. **Non-debarment statement -** Should provide a self-written, signed and stamped declaration that they will not engage in any corrupt practice in the format provided in the integrity declaration form.

FORM OF TENDER

Date _____

Tender No. _____

Sir/Madam

Having examined the Tender documents including Addenda Nos. *[insert addenda numbers]*, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to Provide **Insurance Covers** in conformity with the said Tender documents 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.

We undertake, if our Tender is accepted, to deliver the Services in accordance with the delivery schedule specified in the Schedule of Requirements.

We agree to abide by this Tender for the Tender validity period specified in Clause 2.13 of the Appendix to Instructions to Tenderers, and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

We are not participating, as Tenderers, in more than one Tender in this Tendering process.

Our firm, its affiliates or subsidiaries – including any subcontractors or suppliers for any part of the contract – has not been declared ineligible by the Government of Kenya under Kenyan laws.

Until a formal Contract is prepared and executed, this Tender, together with your written acceptance thereof and your notification of award, shall constitute a binding Contract between us.

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

We certify/confirm that we comply with the eligibility requirements as per ITT Clause 3 of the Tender documents

Dated this _____ day of _____ 20 _____.
(Name) _____

Duly authorized to sign Tender for and on behalf of _____

PREMIUM SCHEDULE FORM

The annual premiums per family should indicate amount payable as follows:

Principal Member and Dependents	Rate	premium
Member		
Member + 1		
Member + 2		
Member + 3		
Member + 4		
Member + 5		

Please provide applicable premiums to the following benefits: -

- i. Dental premiums
- ii. Optical
- iii. Outpatient
- iv. Inpatient
- v. Maternity
- vi. Travel Insurance

PREMIUM SUMMARY

Item No.	Description Of Insurance Cover	Number of beneficiaries	Premium (Kshs.)
1.			
2.			
3.			
4.			
5.			
6.			
GRAND TOTALS			

NB:

- a) All prices quoted must be inclusive of all taxes and applicable duties.
- b) The Insurer/service provider will apply quoted rates whenever a new Member joins the County Assembly or when member's limits are revised.
- c) In case of discrepancy between unit premium and total, the unit premium shall prevail.

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 certain materials and spares. Viz.....[brief description of materials and spares] and has accepted a tender by the tenderer for the supply of those materials and spares in the spares in the sum of

.....[contract price in words and figures]

NOW THIS AGREEMENT WITNESSETH 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 Technical Specifications;
 - (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 materials and spares 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 materials and spares 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

You are requested to give the particulars indicated in Part 1 and either Part 2 (a), 2(b) or 2(c) whichever applied to your type of business.

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

	Part 1 General Business name Location of business premises Plot No. Street/Road Postal address Tel No Fax Email Nature of Business Registration Certificate No Maximum values of business which you can handle at any one time - Ksh Name of your bankers Branch																							
	Part 2 (a) – Sole Proprietor Your name in full Age Nationality Country of Origin Citizenship details																							
	Part 2 (b) – Partnership																							
	Given details of partners as follows <table style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 25%;">Name</th> <th style="width: 25%;">Nationality</th> <th style="width: 25%;">Citizenship details</th> <th style="width: 25%;">Shares</th> </tr> </thead> <tbody> <tr> <td>1.</td> <td></td> <td></td> <td></td> </tr> <tr> <td>2.</td> <td></td> <td></td> <td></td> </tr> <tr> <td>3.</td> <td></td> <td></td> <td></td> </tr> <tr> <td>4.</td> <td></td> <td></td> <td></td> </tr> </tbody> </table>				Name	Nationality	Citizenship details	Shares	1.				2.				3.				4.			
Name	Nationality	Citizenship details	Shares																					
1.																								
2.																								
3.																								
4.																								
	Part 2 (c) – Registered Company Private or Public State the nominal and issued capital of company Nominal Kshs. Issued Kshs. Given details of all directors as follows <table style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 25%;">Name</th> <th style="width: 25%;">Nationality</th> <th style="width: 25%;">Citizenship details</th> <th style="width: 25%;">Shares</th> </tr> </thead> </table>				Name	Nationality	Citizenship details	Shares																
Name	Nationality	Citizenship details	Shares																					
	Date Signature of Candidate																							

FORMAT OF TENDER SECURITY INSTRUMENT

Whereas *[Name of the tenderer]* (hereinafter called "the tenderer") has submitted its tender dated *[Date of submission of tender]* for the *[Name and/or description of the tender]* (hereinafter called "the Tender")

KNOW ALL PEOPLE by these presents that WE of *[Name of bank]* having our registered office at (hereinafter called "the Guarantor"), are bound unto *[Name of Procuring Entity]* (hereinafter called "the Procuring Entity") in the sum of (Currency and guarantee amount) for which payment well and truly to be made to the said Procuring Entity, the Guarantor binds itself, its successors, and assigns by these presents.

Sealed with the Common Seal of the said Guarantor this _____ day of _____

20 _____

THE CONDITIONS of this obligation are:

1. If after tender opening the tenderer withdraws his tender during the period of tender validity specified in the instructions to tenderers, Or
2. If the tenderer, having been notified of the acceptance of his tender by the Employer during the period of tender validity:
 - (a) fails or refuses to execute the form of Agreement in accordance with the Instructions to Tenderers, if required; or
 - (b) fails or refuses to furnish the Performance Security, in accordance with the Instructions to Tenderers;

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 two conditions, specifying the occurred condition or conditions.

This 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 Guarantor not later than the said date.

(Date)

(Signature of guarantor)

(Witness)

(Seal)

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 7 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

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 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 an authorised bank for the 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 or sums 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 or financial
institution] [address]

[date]

(Amend accordingly if provided by Insurance Company)

INTEGRITY DECLARATION

I/We/Messrs..... of

Street/avenue, Building, P. O. Box Code, of (town),

.....
(Nationality), Phone E-mail declare that Public Procurement is based on a free and fair competitive tendering process which should not be open to abuse.

I/We declare that I/We will not offer or facilitate, directly or indirectly, any inducement or reward to any public officer, their relations or business associates, pursuant to Section 62 of the Public Procurement & Asset Disposal Act, 2015, in connection with

Tendername:

Tender	No.
.....

For/or in the subsequent performance of the contract if I/We am/are successful.

Dated this day of 20.....

Authorized Signature..... Official Stamp

Name and Title of
Signatory.....

8.10 -NON-DEBARMENT STATEMENT

I/We/Messrs.....of

Street/avenue,

..... Building, P. O. BoxCode, of (town),

(Nationality), Phone

..... E-mail declare that I/We /Messrs

..... are not debarred from participating in public

procurement by the Public Procurement Oversight Authority pursuant to pursuant to Section

62 of the Public Procurement & Asset Disposal Act, 2015

Dated this day of.....20.....

Authorized Signature.....Official Stamp.....

Name and Title of signatory.....