

**REPUBLIC OF KENYA**



**COUNTY GOVERNMENT OF BOMET**

**PROVISION OF COMPREHESIVE MEDICAL  
INSURANCE COVER FOR BOMET COUNTY STAFF.**

**TENDER NO: CGB/MS/002/2020/2021.**

**NEGOTIATION NO: 838701**

**Closing Date: WEDNESDAY 6<sup>TH</sup> JANUARY 2021 AT  
11:00AM**

**SECTION I - INVITATION FOR TENDERS**

**BOMET COUNTY GOVERNMENT  
CGB/MS/002/2020/2021**

County Government of Bomet invites sealed tenders from eligible candidates for Provision of Comprehensive Medical Insurance Cover for Bomet County Staff.

Eligible tenderers may obtain further information and inspect/download the Tender Document free of charge from the **National Treasury Integrated Financial Management Information System (IFMIS) supplier portal <https://supplier.treasury.go.ke>** and/or the County Government of Bomet website **[www.bomet.go.ke](http://www.bomet.go.ke)**.

Completed tender documents should be enclosed in plain sealed envelopes marked with the tender number and name, and deposited in the tender box provided at the Bomet County Government Offices addressed to:

**The County Secretary,  
County Government of Bomet,  
P.O Box 19-20400  
Bomet**

so as to be received on or before **WEDNESDAY 6<sup>TH</sup> JANUARY 2021 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 **120** days after the date of Tender Opening.

Tenders must be accompanied by a tender Security of **Kshs. 2% OF CONTRACT SUM** in form of a bank guarantee from a reputable bank in Kenya

Tenders will be opened immediately thereafter in the presence of the tenderers representatives who choose to attend at the Procurement headquarters, County Government of Bomet

**County Secretary  
County Government of Bomet**

# TABLE OF CONTENTS

## Contents

BOMET COUNTY GOVERNMENT .....	1
Table of Contents .....	<b>Error! Bookmark not defined.</b>
The County Secretary.....	2
County Government of Bomet.....	2
P.O Box 19-20400.....	2
Bomet .....	2
County Secretary .....	2
County Government of Bomet .....	2
SECTION II - INSTRUCTIONS TO TENDERERS .....	5
2.1. Eligible Tenderers .....	5
2.2 Cost of Tendering.....	5
2.3 Contents of Tender Document.....	5
2.4 Clarification of Tender Documents .....	6
2.5 Amendment of Tender Documents.....	6
2.6 Language of Tenders .....	6
2.7. Documents Comprising the Tender .....	7
2.8. Form of Tender.....	7
2.10. Tender Currencies.....	7
2.11. Tenderers Eligibility and Qualifications .....	7
2.12. Tender Security.....	7
2.13. Validity of Tenders .....	8
2.14. Format and Signing of Tenders.....	9
2.15 Sealing and Marking of Tenders .....	9
2.16. Deadline for Submission of Tenders.....	9
2.17. Modification and Withdrawal of Tenders .....	10
2.18. Opening of Tenders .....	10
2.19 Clarification of Tenders.....	10
2.20 Preliminary Examination and Responsiveness .....	10
2.21. Conversion to single currency.....	11
2.22. Evaluation and Comparison of Tenders .....	11
2.23. Contacting the Procuring entity .....	12
2.24 Post-qualification .....	12
2.25 Award Criteria.....	12
2.26. Procuring Entity’s Right to accept or Reject any or all Tenders .....	13

2.27	Notification of Award.....	13
2.28	Signing of Contract.....	13
2.29	Performance Security .....	14
2.30	Corrupt or Fraudulent Practices.....	14
	Appendix to Instructions to Tenderers.....	15
i)	Certificate of Registration under the companies Act (CAP 486).....	15
C)	Stage Three: Financial Evaluation.....	21
	<b>SECTION III - GENERAL CONDITIONS OF CONTRACT.....Error! Bookmark not defined.</b>	
	<b>SECTION III: GENERAL CONDITIONS OF CONTRACT .....</b>	<b>22</b>
3.2.	Application.....	22
3.4.	Use of Contract Documents and Information .....	22
3.5.	Patent Rights .....	23
3.6	Performance Security .....	23
3.7.	Delivery of services and Documents .....	23
3.8.	Payment.....	23
3.9.	Prices.....	24
3.10.	Assignment.....	24
3.11.	Termination for Default .....	24
3.12.	Termination for Insolvency.....	25
3.13.	Termination for Convenience .....	25
3.14	Resolution of Disputes .....	25
3.15.	Governing Language .....	25
3.16.	Applicable Law.....	25
3.17	Force Majeure.....	25
3.18	Notices .....	26
	<b>SECTION IV -SPECIAL CONDITIONS OF CONTRACT .....</b>	<b>27</b>
	<b>SECTION V – SCHEDULE OF REQUIREMENTS.....</b>	<b>28</b>
	<b>SECTION VI – STANDARD FORMS.....</b>	<b>32</b>
	Form of Tender.....	33
	PRICE SCHEDULE FORM.....	34
	PREMIUMS SUMMARY .....	34
	NB:.....	34
	CONTRACT FORM.....	35
	TENDER SECURITY FORM.....	41
	PERFORMANCE SECURITY FORM.....	42

## **SECTION II - INSTRUCTIONS TO TENDERERS**

### **2.1. Eligible Tenderers**

2.1.1 This Invitation for Tenders is open to all tenderers eligible as described in the Appendix to Instructions to Tenderers. Successful tenderers shall provide the services for the stipulated duration from the date of commencement (hereinafter referred to as the term) specified in the tender documents.

2.1.2 The procuring entity's employees and their relatives (spouse and children) are not eligible to participate in the tender unless where specially allowed under section 131 of the Act.

2.1.3 Tenderers shall provide the qualification information statement that the tenderer (including all members of a joint venture and subcontractors) is not associated, or have been associated in the past, directly or indirectly, with a firm or any of its affiliates which have been engaged by the Procuring entity to provide consulting services for the preparation of the design, specifications, and other documents to be used for the procurement of the services under this Invitation for tenders.

2.1.4 Tenderers involved in corrupt or fraudulent practices or debarred from participating in public procurement shall not be eligible.

### **2.2 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

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 2.11.2 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**

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.

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

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 (Premium) 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.

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

## **2.13. Tender Security**

- 2.13.1 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.
- 2.13.2 The tender security shall be **2% of The Tender Value**.
- 2.13.3 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
- 2.13.4 The tender security shall be denominated in Kenya Shillings or in another freely convertible currency, and shall be in the form
- a) Cash.
  - b) A bank guarantee.
  - c) Such insurance guarantee approved by the Authority.
  - d) Letter of credit.
- 2.13.5 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
- 2.13.6 Unsuccessful Tenderer's tender security will be discharged or returned as promptly as possible but not later than thirty (30) days after the expiration of the period of tender validity
- 2.13.7 The successful Tenderer's tender security will be discharged upon the tenderer signing the contract, pursuant to paragraph 2.29, and furnishing the performance security, pursuant to paragraph 2.30
- 2.13.8 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 tenderers reject correction of an arithmetic error in the tender.

## **2.14. Validity of Tenders**

- 2.14.1 Tenders shall remain valid for 120 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.
- 2.14.2 In exceptional circumstances, the Procuring entity may solicit the Tenderer's consent to an extension of the period of validity. The request and the responses thereto shall be made in writing. The tender security provided under paragraph 2.12 shall also be suitably extended. A tenderer granting the request will not be required nor permitted to modify its tender.



## 2.15. Format and Signing of Tenders

- 2.15.1 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.
- 2.15.2 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.
- 2.15.3 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 FRIDAY WEDNESDAY 6<sup>TH</sup> JANUARY 2021 AT 11:00 AM**”
- 2.15.3 The inner envelopes shall also indicate the name and address of the tenderer to enable the tender to be returned unopened in case it is declared “late”.
- 2.15.4 If the outer envelope is not sealed and marked as required by paragraph 2.15.2, 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 invitation to tender not later than **WEDNESDAY 6<sup>TH</sup> JANUARY 2021 AT 11:00 AM***

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.

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

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

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

## **2.18. Opening of Tenders**

The Procuring entity will open all tenders in the presence of tenderers' representatives who choose to attend, at **WEDNESDAY 6<sup>TH</sup> JANUARY 2021 AT 11:00 AM** and in the location specified in the invitation for tenders. The tenderers' representatives who are present shall sign a register evidencing their attendance.

- 2.18.1 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.
- 2.18.2 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 a maximum period of 30 days.

### **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 his qualification or who refuses to enter into a contract after notification of contract award shall be considered for debarment from participating in future public procurement.

## **2.27 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.

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

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

**2.29** 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.

### **2.30 Performance Security**

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

2.30.2 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	Indicate eligible Tenderers: <b>The invitation is open to insurance companies /underwriters and brokerage firms).</b>
2.1.3	Qualification Information statement: <b>This shall not be required</b>
2.2.2	Price to be charged for tender documents. <b>Nil, to be downloaded</b>
2.11	Particulars of eligibility and qualifications documents of evidence required. <b>Copies of:</b> - i) <b>Certificate of Registration under the companies Act (CAP 486)</b> ii) <b>Copy of valid Registration with the Insurance Regulatory Authority for the current year</b> iii) <b>Certificate of valid tax compliance</b> iv) <b>Audited Accounts for the last three years</b> v) <b>Duly filled Confidential Business Questionnaire</b> vi) <b>Valid tax compliance certificate</b> vii) <b>Valid trade license/single business permit</b>
2.12.1	Particulars of tender security if applicable. <b>Kshs. 2% of contract sum and bid amount must be valid for an additional thirty (30) days after the expiry of the tender validity period.</b>
2.12.4	Form of Tender Security. <b>The Tender Security shall be in the form of Bank Guarantee from a reputable bank in Kenya and in the prescribed format.</b>
2.13	Validity of Tenders: <b>Tenders shall remain valid for 120 days after date of Tender Opening</b>
2.15.2 (b)	State day, date and time of tender closing: <b>WEDNESDAY 6<sup>TH</sup> JANUARY 2021 AT 11:00 AM</b>
2.16.1	Deadline for submission of Tenders: <b>WEDNESDAY 6<sup>TH</sup> JANUARY 2021 AT 11:00 AM</b>
2.16.3	Bulky tenders that will not fit in the tender box shall be delivered to the Procurement Unit and will be signed for.
2.18.1	Opening of Tenders: <b>WEDNESDAY 6<sup>TH</sup> JANUARY 2021 AT 11:00 AM</b>

#### 4.1.1 EVALUATION CRITERIA

The tender shall be evaluated in three stages namely:-

- Mandatory Evaluation of Brokerage Firms
- Mandatory Evaluation of Underwriter as proposed by the broker. (One underwriter per broker).
- Technical evaluation - 80% /100% shall be the Pass mark.
- Financial evaluation. – Lowest evaluated Bidder shall be recommended for award.

#### Preliminary Evaluation

- The Bids (both the brokers and underwriters) shall undergo preliminary evaluation for compliance with Mandatory requirements listed below and firms that do not comply with the mandatory requirements will be disqualified:

##### (a) Conditions to be met by the Brokerage Firms in the preliminary evaluation.

NO	Item Description (all certification to be done by commissioner of oath registered in Kenya)	Yes/No.
1	Certified Certificate of incorporation of the brokerage firm	
2	Certified Valid Tax Compliance Certificate	
3	Certified copy of KRA PIN/VAT certificate with two obligations	
4	Certified copy of Current Business Permit (SBP)	
5	Certified Copy of the current membership certificate of the Association of Insurance Brokers of Kenya (AIBK).	
6	Must submit duly filled, signed and stamped Confidential Business Questionnaire in the format provided	
7	Certified copy of valid Certificate of Registration with Insurance Regulatory Authority as an Insurance Broker (IRA). The Broker MUST have been in existence as an Insurance Broker for at least five (5) Years.	
8	Must submit a copy of the current Brokers Medical Insurance Provision License (MIP)	
9	Must Submit dully filled, signed and stamped Form of tender in the format provided in the financial quote/ commercial stage in the IFMIS	
10	Must submit a certified copy of Bid Bond of Ksh.2% of contract sum in form of Bank Guarantee from a reputable Bank which must remain valid for 120 days from the closing date of the tender. Original Bid Bond enclosed in an envelope clearly marked "BID Bond" with the particulars of the tender to be deposited in the Tender Box located at the Procurement office before the deadline for submission of the tender.	
11	Submission of Declaration Form duly completed, signed and stamped	



12	Must submit copies of the audited financial statements for the last (3) three years. 2019, 2018 &2017.	
13	Evidence of valid professional indemnity policy of at least Ksh.100 million with a reputable underwriter	
14	Attach a CR12 form (current) obtained showing the shareholders of the firm, citizenship or a list of directors of shareholders, shareholding and citizenship with nominal minimum shareholding of at least 10 million	
15	List of 4 lead Officers proposed for execution of the services being sought in this tender; Their Titles in the firm and CV indicating the academic and professional qualifications and experience. The Principal Officer MUST have a University Degree and Professional qualification from College of Insurance, AIIK or ACII (Attach proof of engagement)	
16	Attach Authorization letter from the proposed Underwriter	
17	Duly filled, signed and stamped form of power of attorney	
18	Compliance with section 74(1)(i) of the PPADA 2015 that makes it mandatory to serialize/ paginate sequentially all pages by all bidders including annexes submitted	
19	Must submit both Manual hard copy and soft copy through IFMIS	

NB: A tenderer who fails to meet any of the above mandatory requirements shall be disqualified from further evaluation

**Conditions to be met by Insurance firms/underwriters**

<p>2.2</p> <p>2.22</p>	<p><b>Evaluation and Comparison of Tenders:</b>  <b>The proposals will be evaluated in three stages as follows:</b>  <b>All documents must be certified by commissioner of oaths registered in kenya</b>  <u><b>A)Stage One Mandatory Requirements (to be evaluated on a ‘Yes or No’ basis:</b></u></p> <ul style="list-style-type: none"> <li>a) Certificate of Registration and /or Incorporation.</li> <li>b) Duly filled and Signed Form of Tender and premium schedule.</li> <li>c) VAT /PIN Certificate from Kenya Revenue Authority (KRA)</li> <li>d) Valid Tax Compliance Certificate from Kenya Revenue Authority (KRA)</li> <li>e) Valid Single Business Permit/Trade license issued by relevant government agency.</li> <li>f) Tender security/ Bid bond of <b>Kshs. 2% of contract sum</b> valid for an additional thirty (30) days after the expiry of the tender validity period</li> <li>g) Comprehensive medical insurance cover should be provided to all employees and dependants of Bomet county staff (<b>No capitation or fund management</b>)</li> <li>h) Attach Valid Registration Certificate by Insurance Regulatory Authority as Insurance service provider</li> <li>i) Must Provide modalities for handling Covid-19 and other Pandemics.</li> <li>j) Underwriters must submit a copy of Current Re-insurance slips/cover notes</li> <li>k) Attach Valid Evidence of membership from Association of Kenya Insurer’s (AKI)</li> <li>l) Attach certified copies of Financial Audited statements for the last 3 years 2017, 2018 and 2019</li> <li>m) Must have done Medical premiums of atleast 2.5 Billion each year for the last three years as per the books of account. (2017, 2018 and 2019)</li> <li>n) Properly filled, signed and stamped mandatory Confidential Business Questionnaire.</li> <li>o) Presentation of a well bound and properly paginated tender document (including the attachments)</li> <li>p) Must have a director’s liability cover of at least <b>Kshs. 50 Million</b> and a valid copy be submitted.</li> <li>q) Must submit both Manual hard copy and soft copy through IFMIS</li> </ul>
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**N/B: ALL THE ABOVE MUST BE MET TO QUALIFY FOR THE 2<sup>ND</sup> STAGE**

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

<b>B. STAGE TWO: TECHNICAL REQUIREMENTS</b>			
<b>No.</b>	<b>General Requirement</b>	<b>Specific Requirement</b>	<b>Maximum Score</b>
1)	General Experience	submission of a detailed company profile showing directorship, qualifications and years of experience of key staff	5
		Provide evidence of five (5) major Current medical clients from the public sector of which three must have medical premiums of above 200M (provide award letters and contract.)  <b>Provided with three clients of over 200M 15 Points</b> <b>Provided with no or less clients of over 200M 5 points</b>	15
2)	Specific experience	Provide recommendation letters from the above client	5
		Due diligence conducted on current or former medical clients providers	5
3)	Technical Capacity	Network Coverage i.e. Schedule of approved hospitals, specialists and regions covered	5
		Wide network coverage of hospitals in Bomet County and a commitment to include hospitals proposed by Bomet county Government	5
		Demonstrate additional/enhanced benefits the firm may extend to the County Government other than the minimum cover benefits indicated	5

		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) hospitals should be provided from hospitals of level 5 and above.	10
		The account Manager must have bachelors of Commerce Degree (Insurance Option) and ACII With 5 years experience in insurance Industry.	10
		Qualification and experience of at least five Key staff in managing medical insurance services with professional qualifications of ACII/AIHK. You are required to provide necessary Academic, Professional qualification and number of years in managing medical insurance services.	15
		Indicate the various exclusion/exemption clauses	5

			that the Policy will not cover (if the cover does not cover any of the expected benefit as listed by under the schedule of requirements, we will automatically disqualify the firm without further reference to their bid)	
	4)	Financial capability	Attach evidence; Audited accounts for the last 3 years must show paid up capital in excess of Kshs. 400 million; <b>(10 points)</b> . <ul style="list-style-type: none"> <li>• Kshs. 300- 400 million – <b>5 points</b>.</li> <li>• Over Kshs. 400 million – <b>10 points</b>.</li> </ul>	10
			Must have done annual gross Medical premiums in the previous year of over 2.5Billion shillings (Kshs.2.5, billion). (attach certified evidence) <b>(5 points)</b> <ul style="list-style-type: none"> <li>• Less than Kshs. 500 – <b>3 points</b>.</li> <li>• Kshs. 2.5 billion and above – <b>5 points</b></li> </ul>	5
			<b>TOTAL SCORE</b>	<b>100</b>
<p><b>The Pass mark for Technical Evaluation will be 80%. Candidates that will have attained those points will have their financial proposals evaluated.</b></p> <p><b><u>C)Stage Three: Financial Evaluation</u></b></p> <p>a) The bidder with the lowest evaluated financial proposal will be recommended for the award of the contract.</p> <p>b) In case of discrepancy between unit price and total, the unit price shall prevail.</p> <p>c) 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.</p>				
2.25	<b>Award of Contract:</b> The Contract will be awarded to the technically responsive that offers the lowest cost.			
2.29	<b>Performance security</b> is a requirement for this tender and the successful tenderer will be required to submit <b>5%</b> of the total tender sum prior to contract signing.			

## **SECTION III: GENERAL CONDITIONS OF CONTRACT**

### **3.1. Definitions**

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

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

### **3.2. Application**

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

### **3.3. Standards**

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

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

3.4.1 The Contractor shall not, without the Procuring entity’s prior written consent, disclose the Contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the

Procuring entity in connection therewith, to any person other than a person employed by the contractor in the performance of the Contract.

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

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

### **3.5. Patent Rights**

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

### **3.6 Performance Security**

3.6.1 Within twenty eight (14) days of receipt of the notification of Contract award, the successful tenderer shall furnish to the Procuring entity the performance security where applicable in the amount specified in SCC

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

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

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

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

### **3.7. Delivery of services and Documents**

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

### **3.8. Payment**

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

3.82. **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 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 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 25% 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 Contractor 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 -SPECIAL CONDITIONS OF CONTRACT

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

Reference of general conditions of contract	Special condition of contract
3.6 Performance security	Performance security is a requirement for this tender and the successful tenderer will be required to submit <b>5%</b> of the total tender sum prior to contract signing.
3.7.1 Duration of Cover	One year (1) year (Subject to annual review and renewal)
3.8 Payment	<b>Annual premium will be paid either once (or on equal installments) at the beginning of the policy.</b>
3.9 Price adjustment	As indicated in ITT above
3.16 Applicable law	Laws of Kenya
3.18 Notices	Procuring Entity County Government of Bomet. P.O. Box 19-20400 Bomet
Other's as necessary	

**SECTION V – SCHEDULE OF REQUIREMENTS**

**5.0 TERMS OF REFERENCE FOR COMPREHESIVE MEDICAL INSURANCE COVER FOR BOMET COUNTY STAFF FOR FY 2020-2021**

**5.1 SCOPE**

The provider is expected to provide efficient and effective medical services for the Executive members and staff of the County Government of Bomet and their immediate dependants. The dependants are spouse and four children up to the age of 24 years, or above 24 years where proof of formal education is ongoing, or existence of a permanent disability. It should be a service that is easily available and accessible as and when required. The number of the members and their dependants to be covered may change from time to time and the Medical Provider will be advised accordingly.

**5.2 MEDICAL INSURANCE COVER**

**SCHEME DETAILS (ENTITLEMENTS PER FAMILY PER YEAR)**

<b>JOB GROUP</b>	<b>POPULATI ON</b>	<b>IN- PATIENT</b>	<b>OUT- PATIE NT</b>	<b>DENT AL</b>	<b>OPTIC AL</b>	<b>MATERNI TY</b>
<b>STATE OFFICERS</b>						
GOVERNOR	1	10,000,000	300,000	75,000	75,000	150,000
D.Governor	1	5,000,000	300,000	75,000	75,000	150,000
<b>PUBLIC OFFICERS</b>						
S-T	<b>38</b>	2,000,000	250,000	30,000	35,000	150,000
P-R	<b>108</b>	1,500,000	200,000	30,000	35,000	100,000
K-N	<b>617</b>	1,500,000	200,000	30,000	25,000	100,000
H-J	<b>1,267</b>	1,000,000	100,000	30,000	15,000	75,000
A-G	<b>1,695</b>	750,000	100,000	30,000	15,000	50,000
<b>TOTAL</b>	<b>3727</b>					

**ANNUAL PREMIUMS**

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

- i. Member
- ii. Member + 1
- iii. Member + 2
- iv. Member + 3
- v. Member + 4
- vi. Member + 5

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

- i. Inpatient
- ii. Outpatient
- iii. Maternity

- iv. Dental
- v. Optical
- vi. Handling of pandemics

### **SPECIFIC SERVICES**

The provider is expected to provide:

#### **Out-patient medical services:**

- Consultation;
- Surgery;
- Dressing;
- Maternity;
- Dental;
- Optical;
- Physiotherapy;
- Laboratory tests;
- General Health check-ups;
- Pre-existing conditions e.g. chronic HIV/AIDS, cancer related conditions, hypertension, congenitive heart disease, diabetes mellitus, thyroid disorders, chronic kidney disorders and kidney failure, osteoarthritis and rheumatoid arthritis, autoimmune disorders and chronic dermatological conditions; Attendance to other opportunistic and terminal diseases such as TB, cancer e.t.c.
- Congenital conditions;
- HIV/Counselling, testing and provision of anti-retroviral drugs;
- Diagnostic consultation with a general practitioner registered with the Kenya Medical Practitioners and Dentist Board;
- Diagnostic consultation with a specialist upon referral by a general practitioner;
- Laboratory investigations and x-rays, electrocardiograms, encephalograms, audiograms, radiotherapy or chemotherapy, CT scans, ultrasounds, MRI, routine and specialized haematology, biochemistry, endocrine and echocardiography,
- Prescription medicines;
- Outpatient procedures e.g. dressing.
- Vaccines including KEPI vaccines, baby friendly vaccines, yellow fever, anti-snake, anti-venom, anti-rabies and any other vaccines as may be requested.

#### **Inpatient Medical Services:**

- General in-patient service
- Medical services for pre-existing conditions, chronic 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;
- Medical services for HIV/AIDS including counselling, 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;
- First emergency caesarean section 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 as prescribed by a medical practitioner;
- Accommodation for parent/guardian accompanying a child below 12 years;
- Doctor's, Surgeons, and specialist fees;
- Laboratory investigations, x-rays, ultrasounds, ECG, MRI scans; electrocardiograms, encephalograms, audiograms, radiotherapy or chemotherapy, CT scans, ultrasounds, MRI, routine and specialized haematology, biochemistry, endocrine and echocardiography.
- Prescribed drugs, dressings, surgical appliances, and nursing procedures;
- Renal dialysis for kidney failure
- Laser treatment for eye retinal problems
- Theatre including surgeon's fees and anaesthetists' fees;
- Intensive care (ICU)/High Dependency Unit (HDU);
- Radiotherapy, chemotherapy, physiotherapy;
- Medical Health checkups both locally and outside the country upon referral;
- Gynaecological treatment;
- Day Care surgery;
- Inpatient physiotherapy
- Home nursing care
- General Health checkup
- Post hospitalization visits/follow-ups after discharge;
- Local road and air evacuation in case of transfers
- 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 and Tanzania) covered up to the overall limit.

#### **OVERSEAS TREATMENT**

- Evacuation abroad for treatment not locally available for the patient;
- Elective treatment abroad for treatment locally available if it is cheaper or comparable in cost to the local treatment

#### **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 anaesthetics' fees;
- Decay, gum diseases
- Dentures & Braces
- Bridges and implants
- Orthodontics
- Teeth whitening
- Biopsy
- Maxillofacial

#### **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;
- Laser treatment for eye retinal problems;

### **MATERNITY COVER BENEFITS**

Maternity cover should cater for;

- Delivery expenses (normal and caesarean);
- Pre-natal care;
- Post-natal care and ultrasounds within the maternity limit.

### **MODALITIES FOR HANDLING COVID-19 AND OTHER PANDEMICS**

- The insurer must provide modalities of handling Covid-19 and other pandemics and must be quoted for in the final price transferred to the form of tender.

### **COUNTRY WIDE NETWORK**

- The Medical Insurance Service Provider is expected to have a country wide Network that can enable members 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 within 30 calendar days

b) Liaise with the local medical institutions and private doctors to offer the needed service.

### **PUBLIC HOSPITALS**

- The insurer should clearly indicate the public hospitals accredited with them

### **UNIQUE SALIENT FEATURES (ADDED VALUES)**

- Use of Biometric smart cards;
- Claim reimbursement within 30 calendar days
- Any expenses for medical examinations done for check-up purposes not arising out of sickness or accident;
- Cover outside Kenya's territorial limits
- Qualified and dedicated personnel with ability to address customer queries;
- 24-hour emergency/ help line;
- Regular utilization reports;

### **5.4 DATE OF INCEPTION/ COMMENCEMENT**

The Insurance Provider is expected to start providing the covers immediately upon entering into a contract with the County Government of Bomet for a period of one year, renewable subject to satisfactory performance.

## SECTION VI – STANDARD FORMS

### Notes on the Standard Forms

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



**Form of Tender**

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 \_\_\_\_\_ 2018

\_\_\_\_\_  
[Signature]

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

Duly authorized to sign tender for and on behalf of

## PRICE SCHEDULE FORM

The annual premiums per family for the medical insurance cover should indicate amount payable as follows:

NO.	Rate	Premium
Member		
Member + 1		
Member + 2		
Member + 3		
Member + 4		
Member + 5		

Please provide applicable premiums to the following benefits: -

NO.	BENEFITS	PREMIUMS
1	Dental	
2	Optical	
3	Outpatient	
4	Inpatient	
5	Maternity	
6	Pandemics	
	<b>TOTAL</b>	

### PREMIUMS SUMMARY

Item No.	Description Of Insurance Cover	Premium (Kshs.)
1.	Comprehensive Medical Insurance Cover	
<b>GRAND TOTAL</b>		

**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 Commission or when member's limits are revised.
- c) Annual premium will be paid either once (or equal installments) at the beginning of the policy.
- d) 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 the Group Life Insurance cover and has accepted a tender by the tenderer for the supply of the services in the sum of [contract price in words in figures] (hereinafter called “the Contract Price”).

NOW THIS AGREEMENT 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 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 Group Life Insurance 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 choose to participate in this tender) Name of Applicant(S)*

..... You are requested to give the particulars in Part 1 and either Part 2 (a), 2 (b) or 2 (c), whichever applies to your type of business. **Part 2 (d) to part 2(i) must be filled.**

**You are advised that giving wrong or false information on this Form will lead to automatic disqualification/termination of your business proposal at your cost.**

**Part 1 – General**

Business Name:.....Certificate of Incorporation / Registration No. ....Location of business premises: Country .....Physical address Town .....Building.....Floor.....Plot No. ....Street / Road .....Postal Address .....Postal / Country Code.....Telephone No's..... Fax No's. ....E-mail address Website ..... Contact Person (*Full Names*) ..... Direct / Mobile No's.....

Title ..... Power of

Attorney (**Yes / No**) If **Yes**, attach written document.

Nature of Business (*Indicate whether manufacturer, distributor, etc*)

**(Applicable to Local Suppliers Only)**  
Local Authority Trading License No. .... Expiry Date .....  
Value Added Tax No.....

Value of the largest single assignment you have undertaken to date (**US\$/KShs**)

Was this successfully undertaken? **Yes / No**. ....(If **Yes**, attach reference)

Name (s) of your banker (s)  
 ..... Branches  
 ..... Tel No's.  
 .....

**Part 2 (a) – Sole Proprietor**

Full names  
 .....

..... Nationality..... Country of

Origin.....

**Part 2 (b) – Partnerships**

Give details of partners as follows:

<b><u>Full Names</u></b>	<b><u>Nationality</u></b>	<b><u>Citizenship Details</u></b>	<b><u>Shares</u></b>
1. ....	.....	.....	.....
2. ....	.....	.....	.....
3. ....	.....	.....	.....
4. ....	.....	.....	.....

**Part 2 (c) – Registered Company**

Private or public .....

Company Profile .....(Attach

State the nominal and issued capital of the Company

Nominal KShs .....

Issued KShs .....

List of top ten (10) shareholders and distribution of shareholding in the

company. Give details of all directors as follows:-

<b><u>Full Names</u></b>	<b><u>Nationality</u></b>	<b><u>Citizenship Details</u></b>	<b><u>Shares</u></b>
1.....	.....	.....	.....
2.....	.....	.....	.....
3.....	.....	.....	.....
4.....	.....	.....	.....

**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 or corrupt acts with regard to this or any other tender

by the Commission and any other public or private institutions.

FullNames .....

Signature .....

Dated this .....day of .....2017.

In the capacity of

..... Duly

authorized to sign Tender for and on behalf of .....

**Part 2 (e) – Criminal Offence**

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

a) .....

b) .....

c) .....

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 this

.....day of .....2017.

Suppliers' / Company's Official Rubber Stamp

.....

**Part 2 (f) – Conflict of Interest**

I/We, the undersigned state that I / We have no conflict of interest in relation to this assignment:- a) .....

b) .....

c) .....

d) .....

For \_\_\_\_\_ and \_\_\_\_\_ on \_\_\_\_\_ behalf \_\_\_\_\_ of \_\_\_\_\_ M/s  
 ..... In the capacity of  
 ..... Dated  
 this ..... day of ..... 2017  
 Suppliers' / Company's Official Rubber  
 Stamp.....

**Part 2 (g) – Interest in the Firm:**

Is there any person/persons in the County Government of Bomet or any other public institution who has interest in the Firm? Yes/No ..... (Delete as necessary) Institution .....

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

**Part 2(h) – Experience**

Please list here below similar projects accomplished or companies / clients you have provided with similar services in the last two (2) years.

<u>Company Name</u>	<u>Country</u>	<u>Contract/ Order No.</u>	<u>Value</u>
1.....	.....	.....	.....
2.....	.....	.....	.....
3.....	.....	.....	.....

Contact person (Full Names) .....

E-mail  
 address.....

Cell phone no

.....

**Part 2(i) – Declaration**

I / We, the undersigned state and declare that the above information is correct and that I / We give the County Government of Bomet authority to seek any other references concerning my / our company from whatever sources deemed relevant, e.g. Office of the Registrar of Companies, Bankers, etc.

Full names

.....

Signature.....

..... For and on behalf of M/s

..... In the capacity of

.....

Dated this .....day of

.....2017. Suppliers' / Company's Official Rubber Stamp

.....



## 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 tenderer>?

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

THE CONDITIONS of this obligation are:-

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

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

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

[Authorized Signatories and official stamp of the Bank]

**PERFORMANCE SECURITY FORM**

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

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

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

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

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

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

Signature and seal of the Guarantors

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

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

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

