

REPUBLIC OF KENYA



Tender Document

For

**TENDER NO.
1063604-2022/2023**

**TENDER NAME: - PROVISION OF
MEDICAL COVER FOR MCA'S
FINANCIAL YEAR 2022/2023**

COUNTY ASSEMBLY OF KWALE

**P. O. Box 231 - 80403
KWALE**

CLOSING DATE: 26th September 2022

TIME: 10.00 A.M (EAT)

E-mail: info@kwalecassembly.go.ke Website:
www.kwaleassembly.go.ke
www.tenders.go.ke

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SECTION I INVITATION TO TENDER.

30th August 2022

TENDER NO. - PROVISION OF MEDICAL INSURANCE COVER FOR KWALE COUNTY ASSEMBLY MCA'S

The KWALE COUNTY ASSEMBLY (CAK) also referred to as Procuring Entity invites sealed tenders from eligible candidates for the Provision of Medical Insurance Cover for MCA'S. The contract will be for a period of one years' subject to annual Satisfactory Performance review.

The document may be viewed and downloaded from the KWALE COUNTY ASSEMBLY website : www.kwaleassembly.go.ke or www.tenders.go.ke for free.

Prices quoted should be net inclusive of all taxes, must be in Kenya Shillings and should remain valid for 150 days.

Tenders must be accompanied by a tender Security of 2% of the total amount quoted **in** form of a guarantee from a reputable bank or an insurance company approved by PPOA payable to CAK.

NOTE. ALL TENDERS SHOULD BE SUBMITTED ONLINE VIA THE IFMIS SUPPLIER PORTAL AT supplier.treasury.go.ke

**The Clerk
County Assembly of Kwale,
P. O. Box 231 - 80403
Kwale**

SECTION II - INSTRUCTIONS TO TENDERERS

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. CAK employees, committee members, MCA'S and their relatives (spouse and children) are not eligible to participate.

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 CAK 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 CAK, will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the tendering process.

2.2.2 CAK shall allow the tenderer to review the tender document free of charge from the website.

2.3 Contents of tender documents

2.3.1. The tender document comprises of the documents listed below and addenda issued in accordance with clause 5 of these instructions to tenders

- 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) Performance security form

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 CAK entity in writing or by post or email at the entity's address indicated in the Invitation for tenders. CAK will respond in writing to any request for clarification of the tender documents, which it receives no later than Five (5) days prior to the deadline for the submission of tenders, prescribed by CAK. Written copies of CAK 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. CAK shall reply to any clarifications sought by the tenderer within 2 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, CAK, 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 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, CAK 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 CAK, 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 and 2. 10 below.
- (b) Documentary evidence established in accordance with Clause 2.11 that the tenderer is eligible to Tender and is qualified to perform the contract if its tender is accepted;
- (c) Tender security furnished is in accordance with Clause 2.12

(d) 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 CAK within 30 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 in 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 CAK 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 CAK against the risk of Tenderers conduct which would warrant the security's forfeiture, pursuant to paragraph 2.12.7
- 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) A bank guarantee.
 - b) Cash.
 - c) Such insurance guarantee approved by the Authority.
- 2.12.5 Any tender not secured in accordance with paragraph 2.12.1 and 2.12.3 will be rejected by CAK as non-responsive, pursuant to paragraph 2.20
- 2.12.6 Unsuccessful tenderers 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 CAK.
- 2.12.7 The successful tenderers tender security will be discharged upon the tenderer signing the contract, pursuant to paragraph 2.26, and furnishing the performance security, pursuant to paragraph 2.37.
- 2.12.8 The tender security may be forfeited:
- (a) If a tenderer withdraws its tender during the period of tender validity specified by CAK 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.
 - (c) If the tenderer rejects, correction of an error in the tender.
- 2.13 Validity of Tenders
- 2.13.1 Tenders shall remain valid for 120 days or as specified in the invitation to tender after date of tender opening prescribed by CAK, pursuant to paragraph 2.18. A tender valid for a shorter period shall be rejected by CAK as nonresponsive.
- 2.13.2 In exceptional circumstances, CAK 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

2.14.2 The original 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 unamended 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.

2.16 Deadline for Submission of Tenders

2.16.1 Tenders must be received by CAK at the address specified in the appendix to instructions to tenderers no later than 26th September 2022 at 10:00 AM.

2.16.2 CAK may, at its discretion, extend this deadline for the submission of tenders by amending the tender documents in accordance with paragraph 5, in which case all rights and obligations of CAK and candidates previously subject to the deadline will thereafter be subject to the deadline as extended.

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 tender's is received by CAK 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, post marked 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 CAK may at any time terminate procurement proceedings before contract award and shall not be liable to any person for the termination.

2.17.6 CAK 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.

2.18 Opening of Tenders

2.18.1 CAK will open all tenders in the presence of tenderers' representatives who choose to attend, on **Tuesday 26th September 2022 at 10:00 AM**, 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 The tenderers' names, tender modifications or withdrawals, tender prices, discounts, and the presence or absence of requisite tender security and such other details as CAK, at its discretion, may consider appropriate, will be announced at the opening.

2.18.3 CAK will prepare minutes of the tender opening which will be submitted to the 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 CAK 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 shall be sought, offered, or permitted.

2.19.2 Any effort by the tenderer to influence CAK in CAK'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 CAK 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 CAK 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, CAK 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. CAK'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 CAK and may not subsequently be made responsive by the tenderer by correction of the nonconformity.

2.21 Conversion to a single currency

2.21.1 Where other currencies are used, CAK 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 CAK 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 CAK'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.

CAK 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 CAK'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. CAK 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 tender.

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 CAK

2.23.1 Subject to paragraph 2.19, no tenderer shall contact CAK 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 CAK 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, CAK 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 2.1.2, as well as such other information as CAK 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 CAK 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 2.29 CAK 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 CAK 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 CAK's action. If CAK determines that none of the tenderers is responsive; CAK 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 the expiration of the period of tender validity, CAK will notify the successful tenderer in writing that its tender has been accepted.
- 2.25.2 The notification of award will signify the formation of the Contract subject to the signing of the contract between the tenderer and CAK pursuant to clause 2.26. 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 27, CAK will promptly notify each unsuccessful Tenderer and will discharge its tender security, pursuant to paragraph 2.12
- 2.26 Signing of Contract
- 2.26.1 At the same time as CAK notifies the successful tenderer that its tender has been accepted, CAK 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 CAK.
- 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 CAK, the successful tenderer shall furnish the performance security in accordance with the Conditions of Contract, in the Performance Security Form provided in the tender documents, or in another form acceptable to CAK.
- 2.27.2 Failure of 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 CAK may make the award to the next lowest evaluated or call for new tenders.
- 2.28 Corrupt or Fraudulent Practices
- 2.28.1 CAK 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.

- 2.28.2 CAK 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 TENDERER

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

PROVISION OF MEDICAL INSURANCE COVER MCA'S

Instructions to tenderers	Particulars of appendix to instructions to tenderers
2.1	Particulars of eligible tenderers: Insurance Companies Licensed by the Insurance Regulatory Authority and eligible to provide medical insurance cover business in Kenya
2.2.2	Price to be charged for tender documents. The tender document shall be downloaded free of charge from www.kwaleassembly.go.ke or treasury.supplier.go.ke www.tenders.go.ke
2.10	Particulars of other currencies allowed. None
2.12.2	Particulars of tender security if applicable. 2% of the tender value valid for 150 days after date of tender opening.
2.12.4	Form of Tender Security: The Tender Security shall be in the form of a Guarantee from a reputable bank or an insurance company approved by PPRA. Self-guaranteed tender security not allowed.
2.13	Validity of Tenders: Tenders Shall remain valid for 150 days after date of tender opening.
2.16.3	NOTE; ALL TENDER DOCUMENT TO BE UPLOADED ON THE IFMIS WEBSITE AS INDICATED
2.24.3	Post Qualification: CAK may carry out post qualification to determine whether the lowest evaluated responsive tender is qualified to perform the contract satisfactorily.

2.4	Clarifications sought should be addressed to info@kwalecountyassembly.go.ke and CAK shall upload any clarification on its website www.kwaleassembly.go.ke	
2.20.1	<p>PRELIMINARY EVALUATION CRITERIA</p> <p>Tenderers are required to meet the following MANDATORY REQUIREMENTS which will be used during Preliminary Examination to determine responsiveness</p> <p>The tenderer shall either be responsive or non-responsive. Those that are responsive shall proceed to the next Technical Evaluation Stage</p>	
	1. The underwriter or the proposed underwriter must be registered to provide medical insurance cover with the Insurance	Evidence to be availed is valid certificate

	Regulatory Authority. NO CO –SHARING	
	2. Submit copy of Certificate of Registration/Incorporation from the Registrar of Companies for the underwriter or the proposed underwriter.	Evidence to be availed is the certificate
	3. Submit Valid Tax Compliance Certificate from Kenya Revenue Authority for the underwriter or the proposed underwriter.	Evidence to be availed is a valid certificate
	4. Must submit completed Confidential Business Questionnaire form for the underwriter or the proposed underwriter	Evidence to be availed is a duly filled Confidential Business Questionnaire.
	5. The underwriter or the proposed underwriter must submit membership certificate for year 2021 from the Association of Kenya Insurers (AKI).	Evidence to be availed is a valid certificate
	6. The underwriter or the proposed underwriter must submit a sample policy document for the medical cover	Evidence to be availed is the sample policy document.
	7. TENDER DOCUMENT MUST BE SEQUENTIAL SERIALISED(NOT HAND WRITTEN)	
	8. Must Fill the Price Schedule in the format provided in the tender document.	Evidence to be availed is a duly filled form
	9. Must Fill the Form of Tender in the format provided in the tender document	Evidence to be availed is a duly filled form
	10. Must Submit a Tender Security of 2% of the tender price valid for 150 days after date of tender opening	Evidence to be availed is a valid tender security

	11. Provide a list of all the exclusions under inpatient and out-patient. If the Scheme does not have any exclusions please confirm the same in writing. If the list or the confirmation is missing then the bidder will be considered as having been nonresponsive to this requirement and therefore disqualified.	Evidence list/Confirmation
	12. Must submit valid single business permit (SBP)	

	13. Must be a member of the insurance regulatory authority of Kenya (IRA). Please provide copy of membership certificate.		
	14. Provide dully filled code of ethics		
	Tenderers must fill each item by indicating as appropriate in column A or B (complied or Not Complied to each item of the table below (Nos 1422).		
		A	B
		COMPLIED	NOT COMPLIED
	14. Medical Cover must be for both In-patient and Out-patient as one package under one underwriter and no co-sharing.		
	15. Age limits must be as follows Employees: i. Main member, spouse and up to four child dependants ii. Age limit for main member and spouse to be 18 to 75 years. iii. Children to be covered from birth to 18 years or up to 25 years if in school. Children with disability to be covered for as long as they continue to be dependent on the principal member. <input type="checkbox"/> MCA'S- Principal member only and covered up to age of 75 years.		
	16. Conditions to be covered must include Chronic, Congenital, Pre-existing, HIV/AIDS, Ambulance and air evacuation, Maternity, Dental and Optical in both Inpatient and Out-patient and psychiatric treatment, pandemics including Covid-19.		
	17. Must provide Biometric Identification Systems at no additional premium.		

	18. Evidence of underwriter branded Medical Smart cards		
	19. Evidence of underwriter using Medical Online Insurance Management System that can generate member statements and monthly reports		
	20. Allow direct access to the providers not through owned clinics		
	21. Cancellation notice will be 60 days		
	22. The bidder will submit only one bid per underwriter.		
TECHNICAL EVALUATION CRITERIA (Total Points 80)			

		Total Marks	Marks Earned
	<p>23. Submit letters/contract confirming credit facilities for the last one year from December 2020-December 2021 (1 mark each =6 Marks) Any SIX of the following hospitals:</p> <ul style="list-style-type: none"> • Nairobi Hospital • PANDYA MEMORIAL HOSPITAL • DIANI BEACH HOSPITAL • Kenyatta National Hospital • Aga Khan Hospital • MEWA HOSPITAL • MOMBASA HOSPITAL • PALM BEACH HOSPITAL 	6	
	<p>Provide a country wide list of approved health providers where you have credit facilities (CAK reserves the right to confirm directly with these providers the existence of credit facilities). The list must include providers in Mombasa, KWALE, Kisumu Eldoret and Nakuru AND OTHER counties.</p> <p>1- 15 Counties-2mark 16-30 Counties-4 Marks 30 Counties- 6 Marks</p>	6	
	Quality of IT system in place	4	
	<p>Underwriter to provide a list of five current largest corporate clients on medical cover for 3 years and for which each client must have paid a premium of Kshs 100 Million and the aggregate Total Premium be not less than Kshs 0.5 Billion (CAK reserves the right to confirm directly with these firms) (Attach proof copy of signed contract between the client & service providers/policy with the recommendation letters)</p>	9	

	Provide written statement to confirm that you will facilitate health talks at least once every quarter.	2	
	Provide written statement to confirm that the cover includes medical checkups at least once annually.	3	
	Demonstration of a satisfactory management and execution plan	5	
	Extent of scope of the medical cover as stated in the schedule of requirements consideration will also be given to general concessions/wider coverage e.g better extensions (2mks for private wing)	4	

	Quality of Service provision, handling of underwriting and claims services as per our schedule of requirements.	6	
	Evidence of Value Addition Services.	3	
	Written statement confirm that cover will allow cash claims for areas not covered by provider network, where the attending doctor is not in the panel and instances where a patient has a long history with a particular doctor/facility.	5	
	Management profile	9	
	Managerial and key personal competency profile	18	
		80	
	FINANCIAL EVALUTION CRITERIA (total points 20)		
	1)Provide An audited financial statements for year 2019 and 2020 & 2021 with A net asset base of Kshs. 1 Billion with ISO 9001:2015 certified	Kshs 1 billion	5
	Solvency Position		5
	Debt Equity ratio of 60:40 (Total liabilities: Equity. Optimal is50:50 but anything in the range 60:40 to 66:34 is acceptable) 2 mks	Debt Eqty ratio 60:40	2
	Acid Test 1:1 (Current assets – inventory: Current liabilities.Positive net cash flows from operating activities (Operations) 2 mks	Acid Ratio = 1:1	2
	Underwriter Gross Premiums in the year 2020/21 of not less than Kshs. 1 Billion excluding Motor Insurance premiums.	>1 billion	3
	Must have done Premium for Medical cover of atleast Ksh 1.5 Billion per year 2021/2020/2019 – 3 MRKS	Medical Prem. 1.5 billion	3
			20

- CAK will make payments for the premiums directly to the successful underwriter.

- To be eligible for the Financial Evaluation, a bidder must score Seventy percent (70 marks) at the Technical Evaluation Stage.
- CAK may carry out due diligence before award of the tender

FINANCIAL EVALUATION

The bidder who attains 70% and over in the Technical Evaluation and whose financial proposal is the lowest shall be awarded the tender to provide the medical insurance Cover.

SECTION III SCHEDULE OF REQUIREMENTS

The County Assembly of Kwale (CAK) provides medical cover through insurance as part of benefits package for MCA'S

Summary of relevant information under the current cover are as per table below

PROPOSED COVER LIMITS OPTIONS

IN AND OUTPATIENT, MATERNITY, OPTICAL AND DENTAL OPTION FOR MEMBER OF COUNTY ASSEMBLY

Job Group	No.	Inpatient limit Annual Cover Limit {Ksh}	Outpatient Annual Cover Limit {Ksh}	Merternity Annual Cover Limit{Ksh}	Dental Annual Cover Limit {Ksh}	Optical Annual Cover Limit{Ksh}	Total Premiums
R-T	1	2,000,000	250,000	150,000	30,000	35,000	
K-Q	36	1,500,000	200,000	100,000	30,000	25,000	
Grand Total							

TERMS OF REFERENCE

CAK now seeks to engage a medical insurance service to provide an enhanced Medical cover for MCA'S Member as per the details provided below

- i) Provide prompt and satisfactory service on the general management of the Medical Scheme cover, correspondence and claim review meetings.
- ii) Prepare the Policy Document and any Endorsements there-in and forward to CAK.
- iii) If the entire policy document is found to be satisfactory, such document will be deposited with the CAK not later than fifteen (15) days of inception of cover.
- iv) Arrange quarterly meetings to review performance of the policy by 15th of the following quarter.
- v) Provide appropriate Medical Scheme improvement recommendations.
- vi) Such other services as may be related or ancillary to the due performance of the above work.

SCOPE OF MEDICAL COVER

a) Objective of the Cover

The objective of the cover is to provide a comprehensive in-patient and out-patient medical cover for the MCA'S and their dependants.

b) Duration of Contract

The period of cover is one year subject to annual satisfactory performance review. This Insurance cover will commence from October 2022 to 30th September 2023.

The cover will provide Indemnity against CAK's expenses incurred by members, employees their dependants during the period of the policy.

- Benefits:
- Inpatient
- Out-patient
- Drugs and administration

- Optical, dental.
- Maternity
- Last expenses for member's spouse and dependents
- Other benefits:
- Sum Insured: (Schedule provided)

d) Cancellation Notice of 60 days

e) Eligibility

The proposed scheme shall cover all MCA'S Members as well as those on term contract of service. It shall also cover the employee's spouse and dependent children below the age of 25 years.

f) Proposed Medical Services

The provider is expected to provide efficient and effective medical services for the Members of the MCA'S and their dependents. The summary of benefits and total population is provided herein.

The medical services must be easily available and accessible to the MCA'S and their immediate dependents as and when required. The membership comprising of the MCA'S, and their dependents may change from time to time and CAK will update the service provider appropriately.

The scheme is In-patient scheme and Out-patient services.

(i) Inpatient Services:

Provide quality inpatient medical services. The Inpatient scheme should encompass the following benefits:

- Hospitalization including full diagnosis and treatment, discharge from hospital and the cost of treatment.
- Post Hospitalization benefits
- Accommodation and meals for care taker, parent/guardian accompanying a child below 12 years.
- Dental and optical hospitalization resulting from an accident will each be covered within the limits

- The Inpatient optical and dental treatment for illness necessitating hospitalization will be covered within the limits.
- Specialists fee including physician, surgeons, anesthetics etc.
- Pre-existing and chronic recurrent conditions including hypertension, asthma, diabetes, cancer related illness, arthritis and pre-existing surgical conditions. · Congenital conditions and neonatal expenses · Inpatient Psychiatric Treatment.
- Laboratory investigations, X-rays, ultrasound, ECG, MRI Scans
- Prescribed drugs, dressings surgical appliances and nursing procedures
- Medical Appliances (Hearing Aids, Glucometer, Insulin delivery devices, Urine Catheters & Accessories etc.).
- Radiology X-ray, ultrasound, ECG and computerized Tomography, MRI scans.
- Radiotherapy and chemotherapy.
- Pathology (laboratory) fees.
- Post Hospitalization attendant therapy up to three months.

Access to medical specialists while admitted.

- Inpatient physiotherapy.
- Gynecological treatment.
- Day surgery admissions including dental, optical, gynecological as well as all other services.
- Operating theatre charges
- Intensive care unit (ICU) and High Dependency Unit(HDU) charges
- Laser Surgery
- Annual health check
- Well woman, well man medical services
- No waiting period
- Treatment for alcoholism and drug addictions (employee only and acquired during employment term).
- Palliative or analgesic care.
- Provision of Maternity benefits including Caesarian section.
- Cost of medical circumcision.
- Accident hospitalization
- Rescue and evacuation in case of emergency
- Treatment overseas if not locally available where advised by a medical practitioner.
- Management and treatment of severe respiratory illness including but not limited to COVID-19 where such illness is severe and requires use of a respirator or oxygen concentrator.
- All Pandemics (including COVID-19) to be covered within limit
- Worldwide cover
- Medical services for HIV/AIDs including counseling, treatment, providing antiretroviral and other related drugs
- Terrorism Cover to cover medical expenses arising from activities where the insured is a victim.
- Include hospital accommodation charges net of NHIF as follows
Category A & B – Private Room with sink & toilet subject to limit

Category C - Standard Private Room with sink subject to limit

Any additional benefit(s) should be specified by the bidder

- Any other service not included above but which may be mutually agreed upon from time to time.

(ii) Outpatient Cover

The scope of the cover for Out-patient medical services shall apply to all medical related illnesses and will include the following:

- Routine outpatient consultation,
- Prescribed physiotherapy
- Prescribed drugs and dressings. · Immunizations-KEPI and Baby Friendly · Counseling Services.
- Family planning & fertility tests
- Impotence drugs
- Diagnostic equipment (e.g. Glucometers, BP Machines etc.) and hearing aids.
- Circumcision
- Recommended travel vaccines-yellow fever, polio
- Alternative treatment i.e. acupuncture and chiropractor, on referral
- Non-motorized wheel chairs, frames and crutches
- Counseling, testing, treatment of HIV related opportunistic diseases and provision of anti-retroviral drugs;
- Attendance to other opportunistic and terminal diseases such as TB, cancer etc.
- Alcoholism, drug and substance abuse treatment, counselling and rehabilitation services.
- Pre – existing Conditions
- Annual General checkup for members
- Diagnostic X-Ray and Laboratory Tests.
- Radiology X-ray, ultrasound, EEG, ECG and computerized Tomography, MRI scans.
- Dental Services-to include extraction, root canal, fillings, scaling necessitated by a medical condition.

- Optical services (Frames, lenses (on ophthalmologist prescription only), contact lenses, bi-Focal lenses, Visual examination)

Referrals to Specialists (Pediatricians, Obstetricians, gynecologists, lactation specialists)

- Neonatologists, Orthopedic doctors, dermatologists, E.N.T. doctor's etc.).
- Psychiatrist treatment
- Comprehensive Baby vaccinations (No vaccine exclusions) · Maternity services i.e. Anti and Post Natal.
- HIV/AIDS cover (Voluntary counseling and testing and other related treatments).
- Chiropractor upon referral & approval.
- Pandemic diseases Vaccinations
- PSA test (prostate antigen test) for male employees and spouses and one pap- smear test and a mammogram for female employees and spouses per annum.
- MCA'S vaccination for diseases such Hepatitis B,

g) Other details to be contained in the Bidders' proposal:

Bidders must demonstrate that they have the knowledge and experience in the provision of medical services. The bids should comprise medical scheme's proposal(s) indicating:

h) The benefits and associated costs of Inpatient and outpatient.

The Medical Service Provider(s) identified should have an extensive and reputable network of Hospitals, Clinics, Pharmacies and Laboratories within easy reach of Authority's MCA'S and their dependents. i) Administration of the Scheme

- The firm shall ensure that services are provided to employees and their beneficiaries with as little paper work and inconvenience as possible.
- The Bidder shall be required to clearly state the procedures (in-patient and outpatient) to be followed by the employee(s) and beneficiary (ies) in the provision of medical services, stating clearly the responsibilities of the parties involved.
- The contractor shall provide CAK with statements on their medical Accounts.

j) Member/Employee Identification

- The contractor shall be expected to define a clear procedure of Identification of Employees and their Beneficiaries.

k) Employee/Beneficiary Data Management

- The contractor shall be expected to liaise with CAK on matters regarding MCA'S Data updates.

The contractor shall therefore be required to provide a procedure for the maintenance of Employee/Beneficiary records.

- The bidder should undertake to retain the utmost confidentiality of member details including utilization which can only be shared to the Director General in person or the dedicated contract manager or upon express authorization of either of them.

l) List of Service Providers

- The contractor shall be required to provide a comprehensive list of all the Hospitals, Clinics, Doctors, Specialists, Pharmacies and Chemists in their panel.
- The Bidder shall however not limit beneficiaries to their panel only. The Bidder shall take on the Medical Service Providers already on the CAK panel.

m) Scheme Reports

The Bidder shall be required to provide to CAK Monthly/Quarterly/Annual Reports on the global utilization of services including expenditure reports for Inpatient and Outpatient claims as well as any other reports that may be required by CAK from time to time.

MEMBERSHIP DETAILS

Eligibility

The proposed scheme shall cover all MCA'S and as well as those on contract terms of service. It shall also cover the employee's spouse and dependent children below the age of 25 years.

MEMBERSHIP DETAILS

Eligibility

The proposed scheme shall cover all permanent employees as well as those on contract terms of service. It shall also cover the employee's spouse and dependent children below the age of 25 years.

(i) The total number of employees per category of MCA'S is as follows: -

ANALYSIS OF TOTAL MEMBERSHIP AND GENDER

CATEGORY	DESCRIPTION	NO. FAMILIES	TOTAL MEMBERSHIP
	M +0		
	M +1		
	M +2		
	M +3		
	M +4		
	M+5	36	216
	TOTAL		216

Key:

M +0- Employee Only

M+1 – Employee and 1 dependant

M+2 – Employee and 2 dependants

M+3– Employee and 3 dependants

M+5– Employee and 5 dependants

ANALYSIS OF MEMBERSHIP

CATEGORY	DESCRIPTION	FEMALE	MALE	TOTAL
(MCA'SS CAK)	Main Member	15	21	36
	Spouse	15	21	36
	Children's			144
TOTAL				216

PROPOSED COVER LIMITS

Medical Services Providers

- i. The bidders are required to complete the matrix below which shall be the basis for evaluation criteria in Service Distribution Network and Facilities within Kenya).

	Location in Kenya (47 -County	No. of Hospitals	No. of Chemists	No. of General	No. of Specialist Practitioners	No of Labs and X- Ray
1	<i>Baringo</i>					
2	<i>Bomet County</i>					
3	<i>Bungoma County</i>					
4	<i>Busia County</i>					
5	<i>Elgeyo/Marakwet County</i>					

6	<i>Embu County</i>					
7	<i>Garissa County</i>					
8	<i>Homa Bay County</i>					
9	<i>Isiolo County</i>					
10	<i>Kajiado County</i>					
11	<i>Kakamega County</i>					
12	<i>Kericho County</i>					
13	<i>Kiambu County</i>					
14	<i>Kilifi County</i>					
15	<i>Kirinyaga County</i>					
16	<i>Kisii County</i>					
17	<i>Kisumu County</i>					
18	<i>Kitui County</i>					
19	<i>Kwale County</i>					
20	<i>Laikipia County</i>					
21	<i>Lamu County</i>					
22	<i>Machakos County</i>					
23	<i>Makueni County</i>					
24	<i>Mandera County</i>					
25	<i>Marsabit County</i>					
26	<i>Meru County</i>					
27	<i>Migori County</i>					
28	<i>Mombasa County</i>					
29	<i>Murang'a County</i>					
30	<i>Nairobi County</i>					
31	<i>Nakuru County</i>					
32	<i>Nandi County</i>					
33	<i>Narok County</i>					
34	<i>Nyamira County</i>					
35	<i>Nyandarua County</i>					
36	<i>Nyeri County</i>					
37	<i>Samburu County</i>					

38	<i>Siaya County</i>					
39	<i>Taita Taveta County</i>					
40	<i>Tana River County</i>					
41	<i>Tharaka Nithi County</i>					
42	<i>Trans Nzoia County</i>					
43	<i>Turkana County</i>					
44	<i>Uasin Gishu County</i>					
45	<i>Vihiga County</i>					
46	<i>Wajir County</i>					
47	<i>West Pokot County</i>					

CATE GORY	DESCRIP TION	NUMBER S OF FAMILIE S	TOTAL MEMBERSHIP	TOTAL PREMIUM INCLUSIVE OUTPATIENT ,INPATIENT AND MATERNITY		
	M+0					
	M+1					
	M+2					
	M+3					
	M+4					
	M+5					
TOTAL						

DESCRIPTION OF INSURANCE COVER		TOTAL PREMIUM (KSHS.) PAYABLE INCLUSIVE OF ALL TAXES AND LEVIES
Total Premium in Ksh payable under Medical for 216 MCA'S MEMBERS	Total Premium payable in Ksh under Medical Cover for 216 MCA'S of County Assembly	
Option 1		

SECTION IV GENERAL CONDITIONS OF CONTRACT

4.1 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

4.2 Application

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

4.3 Standards

- 4.3.1 The services provided under this Contract shall conform to the 7 standards mentioned in the Schedule of requirements

4.4 Patent Right's

The tenderer 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.

4.5 Performance Security

- 4.5.1 Within twenty-eight (28) days of receipt of the notification of Contract award, the successful tenderer shall furnish to the Procuring entity the performance security where applicable in the amount specified in Special Conditions of Contract.
- 4.5.2 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.
- 4.5.3 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) Cash.
 - b) A bank guarantee.
 - c) Such insurance guarantee approved by the Authority.
- 4.5.4 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 tenderer's performance of obligations under the contract, including any warranty obligations under the contract.
- 4.6 Inspections and Tests
- 4.6.1 The Procuring entity or its representative shall have the right to inspect and/or to test the services to confirm their conformity to the Contract specifications. The Procuring entity shall notify the tenderer in writing, in a timely manner, of the identity of any representatives retained for these purposes.
- 4.6.2 The inspections and tests may be conducted on the premises of the tenderer or its subcontractor(s). If conducted on the premises of the tenderer or its subcontractor(s), all reasonable facilities and assistance, including access to drawings and production data, shall be furnished to the inspectors at no charge to the Procuring entity.
- 4.6.3 Should any inspected or tested services fail to conform to the Specifications, the Procuring entity may reject the services, and the tenderer shall either replace the rejected services or make alterations necessary to meet specification requirements free of cost to the Procuring entity.
- 4.6.4 Nothing in paragraph 3.7 shall in any way release the tenderer from any warranty or other obligations under this Contract.
- 4.7 Payment

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

4.8 Prices

4.8.1 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 the procuring entity's 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.

4.9 Assignment

4.9.1 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.

4.10 Termination for Default

4.10.1 The Procuring entity 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.

4.10.2 In the event the Procuring entity terminates the Contract in whole or in part, it may procure, upon such terms and in such manner as it deems appropriate, services similar to those undelivered, and the tenderer shall be liable to the Procuring entity for any excess costs for such similar services.

4.11 Termination of insolvency

The procuring entity may at the 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 the procuring entity.

4.12 Termination for convenience

4.12.1 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 entity convenience, the extent to which performance of the contractor of the contract is terminated and the date on which such termination becomes effective.

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

4.13 Resolution of disputes

4.13.1 The procuring entity's 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.

4.13.2 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.

4.14 Governing Language

4.14.1 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.

4.15 Force Majeure

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

4.16 Applicable Law.

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

4.17 Notices

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

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

SECTION V - SPECIAL CONDITIONS OF CONTRACT

- 5.1 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.
- 5.2 Special conditions of contract with reference to the general conditions of contract.

General conditions of contract reference	Special conditions of contract
2.7	Specify performance security if applicable: 2% of Contract Sum
	Specify method Payments. Payments to be made on annually up front before commencement of cover
	Specify price adjustments allowed. None
	Specify resolution of disputes. Disputes to be settled as per the Arbitration Laws of Kenya
	Specify applicable law. Laws of Kenya
	Client: The kwale county Assembly P. O. Box 231-80400 Kwale
Other's as necessary	Complete as necessary

SECTION VI PRICE SCHEDULE FORM

RATES PER FAMILY INCLUSIVE OUTPATIENT, INPATIENT, LAST EXPENSE AND MATERNITY (THESE ARE THE RATES TO BE USED TO LOAD ANY ADDITIONAL PREMIUM FOR ADDITIONAL MEMBERS DURING THE CONTRACT PERIOD).

YEAR 1

CATEGORY	DESCRIPTION	ANNUAL PREMIUM RATES PER FAMILY INCLUSIVE OUTPATIENT, INPATIENT LAST EXPENSE AND MATERNITY		
		OPTION 1 Kshs		
A	M+0			
B	M+0			
	M+0			
	M+1			
	M+2			
	M+3			
	M+4			
	M+5			
C	M+0			
	M+1			
	M+2			
	M+3			
	M+4			
	M+5			

SECTION VII - 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. Format of Tender Security Instrument - When required by the tender document the tenderer shall provide the tender security in the form included hereinafter.
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. 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.
6. self-declaration that the person/tenderer is not debarred in the matter of the public procurement and asset disposal act 2015.
7. self-declaration that the person/tenderer will not engage in any corrupt or fraudulent practice.

1. FORM OF TENDER

Date _____
_ Tender No.

To: the clerk CAK

COUNTY ASSEMBLY OF KWALE
P. O. Box 231-80400
KWALE

Sir/Madam:

1. 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 Medical Insurance Cover 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. (NB The tender sum should be the total premium for two years).

ITEM NO.	DESCRIPTION OF INSURANCE COVER PERIOD	TOTAL ANNUAL PREMIUM IN KSH INCLUSIVE OF LEVIES AND TAXES (KSH)		
		OPTION 1		
1	Year 1			
	TOTAL			

2. We undertake, if our Tender is accepted, to deliver the Services in accordance with the delivery schedule specified in the Schedule of Requirements.
3. 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.
4. We are not participating, as Tenderers, in more than one Tender in this Tendering process.
5. 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.
6. 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.
7. We understand that you are not bound to accept the lowest or any tender you may receive.
8. 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)

[Signature]

[in the capacity of]

Duly authorized to sign Tender for and on behalf of _____

2. 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 p resents that WE of..... [Name of Insurance Company / 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 the Guarantor]
_____	_____
[Witness]	[Seal]

3 CONFIDENTIAL BUSINESS QUESTIONNAIRE

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

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

Part 1 General	
Business Name	
Location of Business Premises	
Plot No,	Street/Road
..... Postal address	Tel No.
.....	
Fax	Email
..... Nature of Business	
..... Registration	
Certificate No	Maximum
value of business which you can handle at any one time – Kshs.	
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 border="0" style="width: 100%;"> <thead> <tr> <th style="width: 15%;">Name</th> <th style="width: 30%;">Nationality</th> <th style="width: 35%;">Citizenship details</th> <th style="width: 20%;">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 border="0" style="width: 100%;"> <thead> <tr> <th style="width: 15%;">Name</th> <th style="width: 30%;">Nationality</th> <th style="width: 35%;">Citizenship details</th> <th style="width: 20%;">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.																		
	Date.....Signature of Candidate.....																				

4 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 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 _____.

5. PERFORMANCE SECURITY FORM

To:

[Name of the 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 a reputable 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)

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

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

1. THAT I am the Company Secretary/ Chief Executive/Managing Director/Principal Officer/Director of (insert name of the Company) who is a Bidder in respect of Tender No. for(insert tender title/description) for(insert name of the Procuring entity) and duly authorized and competent to make this statement.
2. THAT the aforesaid Bidder, its Directors and subcontractors have not been debarred from participating in procurement proceeding under Part IV of the Act.
3. THAT what is deponed to herein above is true to the best of my knowledge, information and belief.

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

Bidder Official Stamp

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

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

1. THAT I am the Chief Executive/Managing Director/Principal Officer/Director of (insert name of the Company) who is a Bidder in respect of Tender No. for(insert tender title/description) for.....(insert name of the Procuring entity) and duly authorized and competent to make this statement.
2. THAT the aforesaid Bidder, its servants and/or agents /subcontractors will not engage in any corrupt or fraudulent practice and has not been requested to pay any inducement to any member of the

MCA'S, Management, MCA'S and/or employees and/or agents of..... (insert name of the Procuring entity) which is the procuring entity.

3. THAT the aforesaid Bidder, its servants and/or agents /subcontractors have not offered any inducement to any member of the MCA'S, Management, MCA'S and/or employees and/or agents of.....(name of the procuring entity)
4. THAT the aforesaid Bidder will not engage /has not engaged in any corrupt practice with other bidders participating in the subject tender
5. THAT what is deponed to herein above is true to the best of my knowledge information and belief.

.....
(Title)

.....
(Signature)

.....
(Date)

Bidder's Official Stamp

REPUBLIC OF KENYA



KWALE COUNTY ASSEMBLY

DECLARATION FOR CODE OF ETHICS

Title

This code may be cited as the Code of Ethics for Suppliers in Public Procurement & Disposal

1. Interpretation

In this codes, unless the context otherwise requires-

“The Act” MEANS The Public Procurement and Disposal Act, 2005 or any amendment or modification thereof **“Candidate”** means a person who has obtained the tender documents from a public entity

pursuant to an invitation notice by a procuring entity

“Code of Ethics” means a statement encompassing the set of rules based on values and the standards of conduct to which suppliers are expected to conform

“Consultant” is a person who provides services of predominantly intellectual, technical or advisory nature

“Contractor” means a person who enters into a procurement contract with a procuring entity to supply goods, works or services, and includes the main contractor

“Ethics” means values, customs, rules or principles, which govern right conduct

“Gift” has meaning assigned to it in the Leadership and Integrity Regulations, 2015

“Integrity” means the quality of being honest and having strong moral and ethical principles

“Persons” has meaning assigned to it in Article 260 of the Constitution and includes sole proprietorship

“Procuring Entity” means a public entity making a procurement to which the Public Procurement and Disposal Act, 2005 or any amendment or modification thereof applies

“Public Officer” has the meaning assigned to it in Article 260 of the Constitution

“Regulations” means regulations made under the Public Procurement and Disposal Act, 2005 or any amendment or modification thereof

“**State Officer**” has the meaning assigned to it in Article 260 of the Constitution .

“**Supplier**” means a candidate, bidder, and tenderer, Contractor, service provider or a consultant.

“**Tenderer**” means a person who submitted a tender pursuant to an invitation by a public entity

For purposes of this Code, all terms used, unless expressly defined herein, have the meaning assigned to them in the Act.

2. Application of the Code

a) This Code of Ethics is applicable to suppliers participating in public procurement or disposal of public assets.

b) The objective of the Code is to set minimum standards of ethical behaviour for Suppliers to ensure compliance with the Act and the Regulations and the adoption of good business practices.

PART II – REQUIREMENTS/OBLIGATIONS OF THE SUPPLIERS

3. Laws and Regulations

a) All public procurement & disposal shall be undertaken in accordance with the values and principles of the Constitution of Kenya, 2010 (Article 10)

b) All Suppliers shall comply with the rule of Law.

c) Suppliers shall observe other laws, regulations, rules and practices relating to taxation, labour, health and safety standards as well as environmental protection.

4. Professionalism

a) Suppliers are required to comply with professional standards of their industry or of any professional body of which they are members. Where a supplier is a member of a professional body, the Supplier shall uphold the code of ethics of the respective profession and be of good standing.

b) Suppliers shall maintain the highest standards of integrity and professionalism in their operations.

c) Suppliers in public procurement shall accord mutual respect and courtesy to the public officer(s) and other suppliers without compromising their independent and distinct roles.

d) Public procurement & disposal activities shall be undertaken with the objective of meeting the closest public scrutiny.

5. Impartiality

A supplier shall not engage in acts aimed at encouraging patronage, tribalism, cronyism and nepotism.

6. Gifts, Favors and Corrupt practices

- a) A supplier shall not offer or give gifts of any kind to public entities and/or the employees.
- b) No supplier shall contact, unduly influence or exert pressure on any member of a committee or any other employee of a procuring entity to take a particular action which favours or tends to favour them.
- c) A supplier shall not engage in fraudulent, collusive, or corrupt practices, or inappropriate influences.
- d) A supplier shall not act inappropriately by attempting to interfere with the procurement process

7. Conflict of Interest

- a) A supplier shall not accept contracts which would constitute a conflict of interest with any prior or current contract. Suppliers shall disclose to all concerned parties those conflicts of interest that cannot be reasonably avoided.
- b) A supplier shall not enter into a contract with a procuring entity if the supplier is:
 - (i) An employee of the procuring entity or a member of a board or committee of the procuring entity;
 - (ii) A State Officer, public Officer or a member of a board or committee of the Government or any department of the Government or a person appointed to any position by the President or a Cabinet Secretary;
 - (iii) A person, including a corporation, who is related to a person described in paragraph (a) or (b). A relative has meaning assigned to it in section 33(2) of the Public Procurement and Asset Disposal Act, 2015 or any amendment or modification thereof applies
 - (iv) Debarred from participating in procurement proceedings.

8. Performance of Duties

- 1) A supplier shall:
 - a. Duly sign this code of ethics and include it in a tender, proposal or quotation submitted.
 - b. Obtain and submit bid documents in the manner prescribed in the tender notice and tender documents
 - c. Supply the right quantity and quality of the contracted item and deliver at the stipulated time(s) and shall not abandon the work that they have been contracted to do.
 - d. Perform the obligations of the contracts efficiently and effectively
- 2) Suppliers shall not participate in procurement proceedings without invitation to tender and understanding the instructions to tenderers.

3) While responding to tenders, quotations or request for proposals, bidders should not include unfair, discriminatory or unreasonable conditions in their bids.

4) Suppliers should

- a. Ensure that their deliverables provide value for money in terms of cost, quality, quantity and timeliness of the delivered works, goods or services.
- b. Ensure that competent persons carry out the contractual obligations of the supplier.
- c. Accept full responsibility for all works, services or supplies provided

5) A supplier shall not

- a. Obstruct or hinder an officer of the Authority or any other authorized person from carrying out a duty or function or exercising a power relating to procurement and disposal.
- b. Knowingly or in collusion with others lie to or mislead a person carrying out a duty or function or exercising a power relating to procurement and disposal.

9. Communication and Accuracy of Information

A supplier shall:

- 1) Observe strict communication limitations during the bidding process and as provided for in the Act
- 2) Respond promptly and courteously to all proper requests for information, clarifications, complaints or enquiries from procuring entities, the Authority or any law enforcement agency.
- 3) Ensure that all information provided to procuring entities is given in writing by Authorized Officers.
- 4) Ensure that certified copies of all mandatory certificates are availed
- 5) Ensure that information given while participating in public procurement or disposal is true, accurate and fair, and not designed to mislead.

10. Confidentiality

Information obtained in the course of performance of a procurement contract in shall not be disclosed to unauthorized persons and shall not be used for the Supplier's advantage or material gain or for furtherance of private interest. The obligation to preserve the confidential information continues even after the business/contractual relationship with the Procuring Entity ends.

11. Duty to report impropriety/corruption

A supplier shall reject and report to the PPOA and/or the relevant agency any procurement practice which might be deemed improper.

PART III - OVERSIGHT BY THE PPOA

- 12. PPOA shall assist in undertaking continuous training of the suppliers to eliminate malpractices which might arise due to ignorance of the public procurement system.
- 13. PPOA will exercise oversight in the enforcement of this Code of Ethics, including taking remedial measures where the Code of Ethics is breached
- 14. PPOA shall revise the code of ethics as appropriate in consultation with the relevant stakeholders

PART IV - COMPLIANCE & MONITORING

- 15. A Procuring Entity may conduct due diligence, on-site evaluations and inspections of suppliers’ facilities and/or project site, including those of their subcontractors and Joint Venture partners to review their compliance to this Code during execution of the Contract.
- 16. PPOA shall, on its own motion or upon receipt of a complaint, inquire into the allegation of the violation of the Code of Ethics and institute debarment proceedings in line with Regulation 90 of the Public Procurement And Disposal Regulations, 2006
- 17. PPOA shall establish a complaints management system for reporting and receipt of complaints on alleged violations of the Code of Ethics
- 18. PPOA may collaborate and partner with other agencies, organizations and professional bodies in enforcement of this Code of Ethics.
- 19. All Procuring Entities shall submit a report to PPOA, annually or upon request, of any breaches by suppliers, and any action taken against the breach, in such format as is provided by PPOA.

PART V - ENFORCEMENT OF THE CODE

- 20. Any person may lodge a complaint alleging a breach of this code by a supplier to the Authority or a Procuring entity.
- 21. Upon receipt of the complaint, the Authority or the Procuring entity shall register and carry out investigations into the complaint, and may take action against the supplier in accordance with the Act and any Regulations
- 22. A breach of this Code shall be subject to a debarment process as stipulated in the Act which may attract a debarment for a period not less than five years. The breach may further be subjected to a Court process that may lead to the imposition of other penalties as stipulated in the Act and other Laws.
- 23. A Procuring Entity may disqualify a supplier from further participation in a procurement or disposal proceeding or terminate a contract if it establishes a breach of this Code
- 24. A breach of this Code shall lead to termination of registration of a supplier
- 25. A supplier who violate the law or engage in unethical business dealings may be subject to disciplinary proceedings.

COMMITMENT TO THE CODE OF ETHICS (to be submitted as part of any quotation or tender)

I..... (Supplier) Confirm that I have read and fully understood the contents of the Public Procurement & Asset Disposal Act 2015 and the Code of Ethics for Suppliers and my responsibilities under the Code.
 I also certify that I am duly authorized to sign this Code on my own behalf and on behalf of my organization, and agree to comply with the Code of Ethics.
 Name..... Sign.....
 Position.....
 Office address.....
 Telephone E-mail.....
 Name of the Firm.....

(Company Seal/ Rubber Stamp where applicable)

Sworn at..... }

By the said }

Deponent

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

Before Me }

}

Commissioner for Oaths/Magistrate}