

 **COUNTY ASSEMBLY OF KWALE**

 **Tender Document For Insurance Services**

 **TENDER NO. 1356774**

# TENDER NAME: - PROVISION OF MEDICAL COVER FOR MCA, SPEAKER & BOARD MEMBERS

**FINANCIAL YEAR 2023/2024**

**COUNT Y ASSEMBLY OF KWALE**

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

KWALE

**CLOSING DATE; 9TH OCTOBER 2023 TIME: 10.00 A.M (EAST AFRICAN TIME)**

## E-mail: info@kwaleassembly.go.ke Website:

[www.kwaleassembly.go.ke](http://www.kwaleassembly.go.ke/) [www.tenders.go.ke](http://www.tenders.go.ke/)

Contents

[PREFACE **Error! Bookmark not defined.**](#_Toc71729330)

[APPENDIX 2 TO THE PREFACE **Error! Bookmark not defined.**](#_Toc71729331)

[PART 1 - TENDERING PROCEDURES 12](#_Toc71729332)

[SECTION I - INSTRUCTIONS TO TENDERERS 13](#_Toc71729333)

[SECTION II - TENDER DATA SHEET (TDS) 30](#_Toc71729334)

[SECTION IV- TENDERING FORMS 36](#_Toc71729335)

[A. TENDERER'S ELIGIBILITY-CONFIDENTIAL BUSINESS QUESTIONNAIRE 39](#_Toc71729336)

[ii) Conﬂict of interest disclosure 40](#_Toc71729337)

[B. CERTIFICATE OF INDEPENDENT TENDER DETERMINATION 42](#_Toc71729338)

[SELF-DECLARATION FORMS 43](#_Toc71729339)

[SELF DECLARATION THAT THE PERSON/TENDERER IS NOT DEBARRED IN THE MATTER OF THE PUBLIC PROCUREMENT AND ASSET DISPOSAL ACT 2015 43](#_Toc71729340)

[SELF DECLARATION THAT THE TENDERER WILL NOT ENGAGE IN ANY CORRUPT OR FRAUDULENT PRACTICE. 44](#_Toc71729341)

[DECLARATION AND COMMITMENT TO THE CODE OF ETHICS 45](#_Toc71729342)

[SCHEDULE OF PRICES FORM 49](#_Toc71729343)

[TENDERER INFORMATION FORM 50](#_Toc71729344)

[QUALIFICATION INFORMATION 59](#_Toc71729345)

[1.4 Financial reports for the last ﬁve years: balance sheets, proﬁt and loss statements, auditors' reports, etc. List and attach copies. 59](#_Toc71729346)

[6. LETTER OF AWARD 63](#_Toc71729347)

[Form of Contract 65](#_Toc71729348)

[FORM OF TENDER-SECURING DECLARATION 68](#_Toc71729349)

[PART II – SCHEDULE OFINSURANCE REQUIREMENTS 69](#_Toc71729350)

[3. SCHEDULE OF REQUIREMENTS 71](#_Toc71729351)

[PART III – CONDITIONS OF CONTRACT AND CONTRACT FORMS 72](#_Toc71729352)

[APPENDIX TO THE CONTRACT 56](#_Toc71729353)

[BENEFICIAL OWNERSHIP DISCLOSURE FORM 56](#_Toc71729353)

**TENDER DOCUMENTS FOR PROCUREMENT OF INSURANCE SERVICES**

1. **NAME AND CONTACT ADDRESSES OF PROCURING ENTITY**

Name KWALE COUNTY ASSEMBLY.....

Address P.O BOX 231-80403.……

Email address; info@kwaleassembly.go.ke

**2) Invitation to Tender (ITT) No.1356774**

**3) Tender Name** PROVISION **FOR MEDICAL INSURANCE COVER SERVICES FOR MCA,**

**SPEAKER & BOARDMEMBER OF KWALE COUNTY ASSEMBLY**

#### INVITATION TO TENDER

**PROCURING ENTITY:** *KWALE COUNTY ASEMBLY P.O BOX 231-80400*

**CONTRACT NAME AND DESCRIPTION: PROVISION OF MEDICAL INSURANCE COVER SERVICES FOR MCA OF THE COUNTY ASSEMBLY OF KWALE (/2023-2024)**

1. The *County Assembly of Kwale* invites sealed tenders for the provision of Insurance Services for provision of medical cover insurance services MCA of the County Assembly of Kwale for a period of one year.
2. Tendering will be conducted under open competitive tendering method using a standardized tender document and is open to all qualiﬁed and interested Tenderers. Tenderers will be allowed to tender for one or more items.
3. Qualiﬁed and interested tenderers may obtain further information and inspect the Tender Documents during ofﬁce hours **[0900 to 1700 hours]**at the address given below. Tender documents may be viewed and/or downloaded from the website [www.kwaleassembly.go.ke](http://www.kwaleassembly.go.ke) or [www.tenders.go.ke](http://www.tenders.go.ke/)

County Assembly of Kwale offices located opposite kwale water.

1. A complete set of tender documents may be obtained by interested tenders. Tender documents obtained electronically will be free of charge.
2. Tender documents may be viewed and downloaded for free from the website ([www.kwaleassembly.go.ke](http://www.kwaleassembly.go.ke) or [www.tenders.go.ke](http://www.tenders.go.ke/)).
3. A complete set of tender documents may be obtained by interested tenderers be downloaded from the County Assembly website [www.kwaleassembly.go.ke](http://www.kwaleassembly.go.ke) or [www.tenders.go.ke](http://www.tenders.go.ke/)
4. Tenderers who download the tender document must forward their particulars immediately to [info.kwaleassembly.go.ke](http://www.kwaleassembly.go.ke)to facilitate any further clariﬁcation or addendum.
5. All Tenders must be accompanied by a **“tender Security”**Kshs.200, 000.00 in form of a bank guarantee.
6. Tenders will be opened immediately after the deadline date and time speciﬁed above or any deadline date and time speciﬁed later.
7. Late tenders will be rejected.
8. The Tenderer shall chronologically serialize all pages of the tender documents submitted.
9. Completed tenders must be delivered to the address below on or before ***N/A****.* **ONLY**Electronic Tenders BEbe permitted.

#### Address for obtaining further information tender documents

KWALE COUNTY ASSEMBLY

LOCATED OPPOSITE KWALE WATER

P.O BOX 231-80403

 info@kwaleassembly.go.ke

#### Address for Submission of Tenders.

KWALE COUNTY ASSEMBLY

LOCATED OPPOSITE KWALE WATER

P.O BOX 231-80403

info@kwaleassembly.go.ke

#### Address for Opening of Tenders.

KWALE COUNTY ASSEMBLY

LOCATED OPPOSITE KWALE WATER

P.O BOX 231-80403

info@kwaleassembly.go.ke

**The Clerk**

**County Assembly of kwale**

**P.O Box 231-80403**

**Kwale**

Signature…………………….... Date……………………………

Name **Fatuma Hassan Mwalupa**

Designation clerk kwale county Assembly Signature Date

# PART 1 - TENDERING PROCEDURES

## SECTION I - INSTRUCTIONS TO TENDERERS

#### General

#### Scope of Tender

* 1. This tendering document is for the delivery of Insurance services, as speciﬁed in Section V, Procuring Entity's Schedule of Requirements. The name of the Procuring Entity, name and identiﬁcation and number of this tender are speciﬁed in the **TDS.**

#### Deﬁnitions

* 1. Throughout this tendering document:
		+ 1. The term “in writing” means communicated in written form (e.g. by mail, e-mail, including if speciﬁed **in the TDS**, distributed or received through the electronic-procurement system used by the Procuring Entity) with proof of receipt;
			2. If the contexts requires, “singular” means “plural” and vice versa; and
			3. “Day” means calendar day, unless otherwise speciﬁed as “Business Day”. A Business Day is any day that is an ofﬁcial working day of the Procuring Entity. It excludes the Procuring Entity's ofﬁcial public holidays.
	2. The successful Tenderer will be expected to commence providing the Insurance Services by Date provided **in the TDS**. The insurance duration for each item will be one year or the period speciﬁed in the **TDS.**

#### Fraud and Corruption

* 1. The Procuring Entity requires compliance with the provisions of the Public Procurement and Asset Disposal Act, 2015, Section 62 “Declaration not to engage in corruption”. The tender submitted by a person shall include a declaration that the person shall not engage in any corrupt or fraudulent practice and a declaration that the person or his or her sub-contractors are not debarred from participating in public procurement proceedings.
	2. The Procuring Entity requires compliance with the provisions of the Competition Act 2010, regarding collusive practices in contracting. Any tenderer found to have engaged in collusive conduct shall be disqualiﬁed and criminal and/or civils actions may be imposed. To this effect, Tenders shall be required to complete and sign the “Certiﬁcate of Independent Tender Determination” annexed to the Form of Tender.
	3. Unfair Competitive Advantage -Fairness and transparency in the tender process require that the ﬁrms or their Afﬁliates competing for a speciﬁc assignment do not derive a competitive advantage from having provided consulting services related to this tender. To that end, the Procuring Entity shall indicate in the **TDS** and make available to all the ﬁrms together with this tender document all information that would in that respect give such ﬁrm any unfair competitive advantage over competing ﬁrms.
	4. Tenderers shall permit and shall cause their agents (where declared or not), subcontractors, sub-consultants, service providers, suppliers, and their personnel, to permit the Procuring Entity to inspect all accounts, records and other documents relating to any initial selection process, pre-qualiﬁcation process, tender submission, proposal submission, and contract performance (in the case of award), and to have them audited by auditors appointed by the Procuring Entity.

#### Eligible Tenderers

* 1. A Tenderer may be a ﬁrm that is a private entity, a state-owned enterprise or institution subject to ITT 4.7 or any combination of such entities in the form of a joint venture (JV) under an existing agree mentor with the intent to enter into such an agreement supported by a letter of intent. Only Insurance service providers registered by Insurance Regulatory Authority are eligible to tender and sign contracts. In the case of a joint venture, all members shall be jointly and severally liable for the execution of the entire Contract in accordance with the Contract terms. The JV shall nominate a Representative who shall have the authority to conduct all business for and on behalf of any and all the members of the JV during the tendering process and, in the event the JV is awarded the Contract, during contract execution. Members of a joint venture may not also make an individual tender, be a subcontractor in a separate tender or be part of another joint venture for the purposes of the same Tender. The maximum number of JV members shall be speciﬁed in the **TDS.**
	2. Public Ofﬁcers of the Procuring Entity, their spouse, child, parent, brother, sister, child, parent or sister of a spouse, their business associates or agents and ﬁrms/organizations in which they have a substantial or controlling interest shall not be eligible to tender or be awarded a contract. Public Ofﬁcers are also not allowed to participate in any procurement proceedings.
	3. A Tenderer shall not have a conﬂict of interest. Any Tenderer found to have a conﬂict of interest shall be disqualiﬁed. A Tenderer may be considered to have a conﬂict of interest for the purpose of this Tendering process, if the Tenderer:
		+ 1. Directly or in directly controls, is controlled by or is under common control with another Tenderer; or
			2. Receives or has received any direct or indirect subsidy from another Tenderer; or
			3. Has the same legal representative as another Tenderer; or
			4. Has a relationship with another Tenderer, directly or through common third parties, that puts it in a position to inﬂuence the Tender of another Tenderer, or inﬂuence the decisions of the Procuring Entity regarding this Tendering process; or
			5. Or any of its afﬁliates participated as a consultant in the preparation of the Procuring Entity's Requirements (including Schedules of requirements, Performance Speciﬁcations, etc.) for the Insurance services that are the subject of this Tender; or
			6. or any of its afﬁliates has been hired (or is proposed to be hired) by the Procuring Entity for the Contract implementation; or
			7. would be providing goods, works, or services resulting from or directly related to the insurance services speciﬁed in the **TDS** ITT 1.1 that it provided or were provided by any afﬁliate that directly or indirectly controls, is controlled by, or is under common control with that ﬁrm; or
			8. has a close business or family relationship with a professional MCA of the Procuring Entity who: (i) are directly or indirectly involved in the preparation of the tendering document or speciﬁcations of the contract, and/or the Tender evaluation process of such contract; or (ii) would be involved in the implementation or supervision of such contract unless the conﬂict stemming from such relationship has been resolved in a manner acceptable to the Procuring Entity throughout the procurement process and execution of the Contract.
	4. A ﬁrm that is a Tenderer shall not participate in more than one Tender, except for permitted alternative Tenders. Such participation shall result in the disqualiﬁcation of all Tenders in which the ﬁrm is involved.
	5. A Tenderer may have the nationality of any country, subject to the restrictions pursuant to ITT 4.9. A Tenderer shall be deemed to have the nationality of a country if the Tenderer is constituted, incorporated or registered in and operates in conformity with the provisions of the laws of that country, as evidenced by its articles of incorporation (or equivalent documents of constitution or association) and its registration documents, as the case may be. This criterion also shall apply to the determination of the nationality of proposed sub-contractors or sub-consultants for any part of the Contract including related Services.
	6. A Tenderer that has been debarred from participating in public procurement shall be ineligible to tender or be awarded a contract. The list of debarred ﬁrms and individuals is available from the website of PPRA[www.ppra.go.ke](http://www.ppra.go.ke/).
	7. Tenderers that are state-owned enterprises or institutions in Kenya may be eligible to compete and be awarded a Contract(s) if they can establish that they are registered as insurance businesses.
	8. A tenderer under suspension from tendering as the result of the operation of a Tender-Securing Declaration or Proposal-Securing Declaration shall not be eligible to tender.
	9. Firms and individuals may be ineligible if (a) as a matter of law or ofﬁcial regulations, Kenya prohibits commercial relations with that country, or (b) by an act of compliance with a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations, Kenya prohibits any import of goods or contracting of works or services from that country, or any payments to any country, person, or entity in that country.
	10. The Insurance Act of Kenya (Revised 2017) requires that insurance companies that wish to offer insurance services in Kenya should be registered with the Insurance Regulatory Authority (IRA) of Kenya to allow them undertake insurance business in Kenya. Registration shall not be a condition for tender, but it shall be a condition of contract award and signature. A selected tenderer shall be given opportunity to register before contract award and signature of contract. Details on application for registration with Insurance Regulatory Authority may be accessed from the website [www.ira.go.ke](http://www.ira.go.ke/)
	11. The Competition Act of Kenya requires that ﬁrms wishing to tender as Joint Venture undertakings which may prevent, distort or lessen competition in provision of services are prohibited unless they are exempt in accordance with the provisions of Section 25 of the Act. JVs will be required to seek for exemption from the Competition Authority. Exemption shall not be a condition for tender, but it shall be a condition of contract award and signature. A JV tenderer shall be given opportunity to seek such exemption as a condition of award and signature of contract. Application for exemption from the Competition Authority of Kenya may be accessed from the website [www.ira.go.ke](http://www.ira.go.ke/)
	12. A Kenyan tenderer shall provide evidence of having fulﬁlled his/her tax obligations by producing a current tax compliance certiﬁcate or tax exemption certiﬁcate issued by the Kenya Revenue Authority.

#### Qualiﬁcation of the Tenderer

* 1. In the event that pre-qualiﬁcation of Tenderers has been undertaken as stated in ITT 18.4, the provisions on qualiﬁcations of the Section III, Evaluation and Qualiﬁcation Criteria shall not apply.

#### B. Contents of Tendering Document

#### Sections of Tendering Document

* 1. The tendering document consists of Parts1, 2, and 3, which include all the sections indicated below and should be read in conjunction with any Addenda issued in accordance with ITT 9.

#### PART 1: Tendering Procedures

1. Section I - Instructions to Tenderers (ITT)
2. Section II - Tender Data Sheet (TDS)
3. Section III - Evaluation and Qualiﬁcation Criteria
4. Section IV – Tendering Forms

#### PART 2: Procuring Entity's Requirements

1. Section V–Schedule of Requirements

#### PART 3: Contract

1. Section VI-General Conditions of Contract (GCC)
2. Section VII-Special Conditions of Contract (SCC)
3. Appendix to the Contract–Insurance Policy
	1. The Invitation to Tender (ITT) or the notice to pre-qualify Tenderers, as the case may be, issued by the Procuring Entity is not part of this tendering document.
	2. Unless obtained directly from the Procuring Entity, the Procuring Entity is not responsible for the completeness of the document, responses to requests for clariﬁcation, the Minutes of the pre-Tender meeting (if any), or Addenda to the tendering document in accordance with ITT 9. In case of any contradiction, documents obtained directly from the Procuring Entity shall prevail.
	3. The Tenderer is expected to examine all instructions, forms, terms of reference, and speciﬁcations in the tendering document and to furnish with its Tender all information or documentation as is required by the tendering document.

#### Clariﬁcation of Tender Document, Site Visit, Pre-Tender Meeting

* 1. A Tenderer requiring any clariﬁcation of the Tender Document shall contact the Procuring Entity in writing at the Procuring Entity's address speciﬁed in the **TDS** or raise its enquiries during the pre-Tender meeting if provided for in accordance with ITT 7.2. The Procuring Entity will respond in writing to any request for clariﬁcation, provided that such request is received no later than the period speciﬁed in the **TDS** prior to the deadline for submission of tenders. The Procuring Entity shall forward copies of its response to all tenderers who have acquired the Tender D documents in accordance with ITT 7.4, including a description of the inquiry but without identifying its source. If so speciﬁed in the **TDS**, the Procuring Entity shall also promptly publish its response at the web page identiﬁed in the **TDS**. Should the clariﬁcation result in changes to the essential elements of the Tender Documents, the Procuring Entity shall amend the Tender Documents following the procedure under ITT 8 and ITT 22.2.
	2. The Tenderer, at the Tenderer's own responsibility and risk, is encouraged to visit and examine and inspect the site(s) and items of the required contracts and obtain all information that may be necessary for preparing a tender. The costs of visiting the Sites shall be at the Tenderer's own expense. The Procuring Entity shall specify in the **TDS** if a pre-arranged Site visit and or a pre-tender meeting will be held, when and where. The Tenderer's designated representative is invited to attend a pre-arranged site visit and a pre-tender meeting, as the case may be. The purpose of the site visit and the pre-tender meeting will be to clarify issues and to answer questions on any matter that may be raised at that stage.
	3. The Tenderer is requested to submit any questions in writing, to reach the Procuring Entity not later than the period speciﬁed in the **TDS** before the meeting.
	4. Minutes of a pre-arranged site visit and those of the pre-tender meeting, if applicable, including the text of the questions asked by Tenderers and the responses given, together with any responses prepared after the meeting, will be transmitted promptly to all Tenderers who have acquired the Tender Documents. Minutes shall not identify the source of the questions asked.
	5. The Procuring Entity shall also promptly publish anonymized (no names) Minutes of the pre-arranged site visit and those of the pre-tender meeting at the web page identiﬁed in the **TDS**. Any modiﬁcation to the Tender Documents that may become necessary as a result of the pre-arranged site visit and those of the pre-tender meeting shall be made by the Procuring Entity exclusively through the issue of an Addendum pursuant to ITT 8 and not through the minutes of the pre-Tender meeting. Non-attendance at the pre-arranged site visit and the pre- tender meeting will not be a cause ford is qualiﬁcation of a Tenderer.

#### Clariﬁcation of Tendering Document

* 1. A Tenderer requiring any clariﬁcation of the tendering document shall contact the Procuring Entity in writing at the Procuring Entity's address speciﬁed **in the TDS**. The Procuring Entity will respond in writing to any request for clariﬁcation, provided that such request is received prior to the deadline for submission of Tenders within a period speciﬁed **in the TDS**. The Procuring Entity shall forward copies of its response to all Tenderers who have acquired the tendering document in accordance with ITT 6.3, including description of the inquiry but without identifying its source. If so speciﬁed **in the TDS**, the Procuring Entity shall also promptly publish its response at the web page identiﬁed **in the TDS**. Should the clariﬁcation result in changes to the essential elements of the tendering document, the Procuring Entity shall amend the tendering document following the procedure under ITT 9 and ITT 23.2.

#### Amendment of Tendering Document

* 1. At any time prior to the deadline for submission of Tenders, the Procuring Entity may amend the Tendering document by issuing addenda.
	2. Any addendum issued shall be part of the tendering document and shall be communicated in writing to all who have obtained the tendering document from the Procuring Entity in accordance with ITT 6.3. The Procuring Entity shall also promptly publish the addendum on the Procuring Entity's web page in accordance with ITT 8.1.
	3. To give prospective Tenderers reasonable time in which to take an addendum into account in preparing their Tenders, the Procuring Entity shall extend, as necessary, the deadline for submission of Tenders, in accordance with ITT 23.2 below.

#### C. Preparation of Tenders

#### Cost of Tendering

* 1. The Tenderer shall bear all costs associated with the preparation and submission of its Tender, and the Procuring Entity shall not be responsible or liable for those costs, regardless of the conduct or outcome of the Tendering process.

#### Language of Tender

* 1. The Tender as well as all correspondence and documents relating to the Tender exchanged by the Tenderer and the Procuring Entity shall be written in the English language. Supporting documents and printed literature that are part of the Tender maybe in another language provided they are accompanied by an accurate translation of the relevant passages in to the English language, in which case, for purposes of interpretation of the Tender, such translation shall govern.

#### Documents Comprising the Tender

* 1. The Tender shall comprise the following:
		+ 1. **Form of Tender** prepared in accordance with ITT 13;
			2. **Schedules:** priced Activity Schedule completed in accordance with ITT 13 and ITT 15;
			3. **Tender Security or Tender-Securing Declaration** in accordance with ITT 20.1;
			4. **Alternative Tender**: if permissible in accordance with ITT 14;
			5. **Authorization:** written conﬁrmation authorizing the signatory of the Tender to commit the Tenderer, in accordance with ITT 21.3;
			6. **Qualiﬁcations:** documentary evidence in accordance with ITT 18 establishing the Tenderer's qualiﬁcations to perform the Contract if its Tender is accepted;
			7. **Tenderer's Eligibility**: documentary evidence in accordance with ITT 18 establishing the Tenderer's eligibility to Tender;
			8. **Conformity**: documentary evidence in accordance with ITT 17, that the Services con form to the tendering document;
			9. **Sample Insurance Policy** for each type of insurance required, and
			10. Any other document required **in the TDS.**
	2. The Tenderer shall furnish in the Tender Information Form on commissions and gratuities, if any, paid or to be paid to agents or any other party relating to the is Tender.

#### Form of Tender and Schedule of Requirements

* 1. The Form of Tender and priced Schedule of Requirements shall be prepared using the relevant forms furnished in Section IV, Tendering Forms. The forms must be completed without any alterations to the text, and no substitutes shall be accepted except as provided under ITT 21.3. All blank spaces shall be ﬁlled in with the information requested. The Tenderer shall chronologically serialize pages of all tender documents submitted.

#### Alternative Tenders

* 1. Unless otherwise indicated **in the TDS**, alternative Tenders shall not be considered. If alternatives are permitted, only the technical alternatives, if any, of the best Evaluated Tenderer shall be considered by the Procuring Entity.

#### Tender Prices and Discounts

* 1. The prices (or premiums) and discounts (including any price reduction) quoted by the Tenderer in the Form of Tender and in the Schedule of Requirements shall conform to the requirements speciﬁed below.
	2. The Contract shall be for the Insurance Services of the items described in the Schedule of Requirements submitted by the Tenderer.
	3. The Tenderer shall quote any discounts in the Form of Tender in accordance with ITT 13.1.
	4. All duties, taxes, and other levies pay able by the Insurance Provider under the Contract, or for any other cause, as of the date 28 days prior to the deadline for submission of Tenders, shall be included in the total Tender price submitted by the Tenderer.
	5. If provided for in the **TDS**, prices quoted by the Tenderer shall be subject to adjustment during the performance of the Contract in accordance with and the provisions of Clause 6.6 of the General Conditions of Contract and/or Special Conditions of Contract. The Tenderer shall submit with the Tender all the information required under the Special Conditions of Contract and of the General Conditions of Contract.

#### Currencies of Tender and Payment

* 1. The currency of the Tender and the currency of payments shall be Kenya Shillings, unless speciﬁed otherwise in the **TDS.**

#### Documents Establishing Conformity of Services

* 1. To establish the conformity of the Insurance Services to the tendering document, the Tenderer shall furnish as part of its Tender the documentary evidence that Services provided conform to the Procurement Entity's requirements speciﬁed in Section VII, Schedule of Requirements.
	2. Standards for provision of the Insurance Services are intended to be descriptive only and not restrictive. The Tenderer may offer other standards of quality provided that it demonstrates, to the Procuring Entity's satisfaction, that the substitutions ensure substantial equivalence or are superior to those speciﬁed in the Section V, Schedule of Requirements.
	3. Tenderers shall be asked to provide, as part of the data for qualiﬁcation, such information, including details of ownership, as shall be required to determine whether, according to the classiﬁcation established by the Procuring Entity, a Service provider or group of service providers qualiﬁes for a margin of preference. Further the information will enable the Procuring Entity identify any actual or potential conﬂict of interest in relation to the procurement and / or contract management processes, or a possibility of collusion between tenderers, and there by help to prevent any corrupt inﬂuence in relation to the procurement process or contract management.
	4. The purpose of the information described in ITT 6.2 above overrides any claims to conﬁdentiality which a tenderer may have. There can be no circumstances in which it would be justiﬁed for a tenderer to keep information relating to its ownership and control conﬁdential where it is tendering to undertake public sector work and receive public sector funds. Thus, conﬁdentiality will not be accepted by the Procuring Entity as a justiﬁcation for a Tenderer's failure to disclose, or failure to provide required information on its ownership and control.
	5. The Tenderer shall provide further documentary proof, information or authorizations that the Procuring Entity may request in relation to ownership and control which information on any changes to the information which was provided by the tenderer under ITT 6.3.The obligations to require this information shall continue for the duration of the procurement process and contract performance and after completion of the contract, if any change to the information previously provided may reveal a conﬂict of interest in relation to the award or management of the contract.
	6. All information provided by the tenderer pursuant to these requirements must be complete, current and accurate as at the date of provision to the Procuring Entity. In submitting the information required pursuant to these requirements, the Tenderer shall warrant that the information submitted is complete, current and accurate as at the date of submission to the Procuring Entity.
	7. If a tenderer fails to submit the information required by these requirements, its tender will be rejected. Similarly, if the Procuring Entity is unable, after taking reasonable steps, to verify to a reasonable degree the information submitted by a tenderer pursuant to these requirements, then the tender will be rejected.
	8. If information submitted by a tenderer pursuant to these requirements, or obtained by the Procuring Entity (whether through its own enquiries, through notiﬁcation by the public or otherwise), shows any conﬂict of interest which could materially and improperly beneﬁt the tenderer in relation to the procurement or contract management process, then:
1. If the procurement process is still ongoing, the tenderer will be disqualiﬁed from the procurement process,
2. if the contract has been awarded to that tenderer, the contract award will be set aside,
3. the tenderer will be referred to the relevant law enforcement authorities for investigation of whether the tenderer or any other persons have committed any criminal offence.
	1. If a tenderer submits information pursuant to these requirements that is incomplete, inaccurate or out-of-date, or attempts to obstruct the veriﬁcation process, then the consequences ITT 6.7 will ensue unless the tenderer can show to the reasonable satisfaction of the Procuring Entity that any such act was not material, or was due to genuine err or which was not at tribute able to the intentional act, negligence or recklessness of the tenderer.

#### Documents Establishing the Eligibility and Qualiﬁcations of the Tenderer

* 1. To establish Tenderer's their eligibility in accordance with ITT 4, Tenderers shall complete the Form of Tender, and all Tendering Forms included in Section IV.
	2. The documentary evidence of the Tenderer's qualiﬁcations to perform the Contract if its Tender is accepted shall establish to the Procuring Entity's satisfaction that the Tenderer meets each of the qualiﬁcation criterion speciﬁed in Section III, Evaluation and Qualiﬁcation Criteria.
	3. In the event that pre-qualiﬁcation of Tenderers has been under taken as stated **in the TDS**, only Tenders from pre- qualiﬁed Tenderers shall be considered for award of Contract. These qualiﬁed Tenderers should submit with their Tenders any information updating their original pre-qualiﬁcation applications or, alternatively, conﬁrm in their Tenders that the originally submitted pre-qualiﬁcation information remains essentially correct as of the date of Tender submission.
	4. If pre-qualiﬁcation has not taken place before Tendering, the qualiﬁcation criteria for the Tenderers are speciﬁed- in Section III, Evaluation and Qualiﬁcation Criteria.

#### Period of Validity of Tenders

* 1. Tenders shall remain valid for the Tender Validity period speciﬁed **in the TDS.** The Tender Validity period starts from the date ﬁxed for the Tender submission deadline date (as prescribed by the Procuring Entity in accordance with ITT 23.1). A tender valid for a shorter period shall be rejected by the Procuring Entity as non-responsive.
	2. In exceptional circumstances, prior to the expiration of the Tender validity period, the Procuring Entity may request Tenderers to extend the period of validity of their Tenders. The request and the responses shall be made in writing. If a Tender Security is requested in accordance with ITT 20, it shall also be extended for ac or responding period. A Tenderer may refuse the request without forfeiting its Tender Security. A Tenderer granting the request shall not be required or permitted to modify its Tender, except as provided in ITT 19.3.

#### Tender Security

* 1. The Tenderer shall furnish as part of its Tender, either a Tender-Securing Declaration or a Tender security, as speciﬁed **in the TDS**, in original form and, in the case of a Tender Security, in the amount and currency speciﬁed **in the TDS**.
	2. A Tender Securing Declaration shall use the form included in Section IV, Tendering Forms.
	3. If a Tender Security is speciﬁed pursuant to ITT 20.1, from a reputable source, and an eligible country and shall be in any of the following forms at the Tenderer's option:
1. cash;
2. a bank guarantee;
3. a guarantee by an insurance company registered and licensed by the Insurance Regulatory Authority listed by the Authority; or
4. a guarantee issued by a ﬁnancial institution approved and licensed by the Central Bank of Kenya,
	1. If a Tender Security is speciﬁed pursuant to ITT 20.1, any Tender not accompanied by a substantially responsive Tender Security shall be rejected by the Procuring Entity as non-responsive.
	2. If a Tender Security is speciﬁed pursuant to ITT 20.1, the Tender Security of unsuccessful Tenderers shall be returned as promptly as possible upon the successful Tenderer's signing the contract and furnishing the Performance Security pursuant to ITT 46. The Procuring Entity shall also promptly return the tender security to the tenderers where the procurement proceedings are terminated, all tenders were determined non responsive or a bidder declines to extend tender validity period.
	3. The Tender Security of the successful Tenderer shall be returned as promptly as possible once the successful Tenderer has signed the Contract and furnished the required Performance Security.
	4. The Tender Security may be forfeited or the Tender-Securing Declaration executed:
		1. If a Tenderer withdraws its Tender during the period of Tender validity speciﬁed by the Tenderer in the Form of Tender, or any extension thereto provided by the Tenderer; or
		2. If the successful Tenderer fails to:
			1. Sign the Contract in accordance with ITT 45; or
			2. Furnish a performance security in accordance with ITT 46.
	5. Where tender securing declaration is executed, the Procuring Entity shall recommend to the PPRA that PPRA debars the Tenderer from participating in public procurement as provided in the law.
	6. A tenderer shall not issue a tender security to guarantee itself.

#### Format and Signing of Tender

* 1. The Tenderer shall prepare one original of the documents comprising the Tender as described in ITT 12, bound with the volume containing the Form of Tender, and clearly marked “Original.” In addition, the Tenderer shall submit copies of the Tender, in the number speciﬁed in the **TDS**, and clearly marked as “Copies.” In the event of discrepancy between them, the original shall prevail.
	2. Tenderers shall mark as “CONFIDENTIAL” information in their Tenders which is conﬁdential to their business. This may include proprietary information, trade secrets, or commercial or ﬁnancially sensitive information.
	3. The original and all copies of the Tender shall be typed or written in indelible ink and shall be signed by a person or persons duly authorized to sign on behalf of the Tenderer. This authorization shall consist of a written conﬁrmation as speciﬁed in the **TDS** and shall be attached to the Tender. The name and position held by each person signing the authorization must be typed or printed below the signature. All pages of the Tender where entries or amendments have been made shall be signed or initialed by the person signing the Tender.
	4. Any inter-lineation, erasures, or overwriting shall be valid only if they are signed or initialed by the person signing the Tender.

#### D. Submission and Opening of Tenders

#### Sealing and Marking of Tenders

* 1. The Tenderer shall deliver the Tender in a single, sealed envelope. Within the single envelope the Tenderer shall place the following separate, sealed envelopes:
		+ 1. In an envelope marked “ORIGINAL”, all documents comprising the Tender, as described in ITT 12; and
			2. in an envelope marked “COPIES”, all required copies of the Tender; and
			3. if alternative Tenders are permitted in accordance with ITT14, and if relevant:
				1. in an envelope marked “ORIGINAL-ALTERNATIVETENDER”, the alternative Tender; and
				2. in the envelope marked “COPIES –ALTERNATIVE TENDER” all required copies of the alternative Tender.
	2. The inner envelopes shall:
1. Bear the name and address of the Tenderer;
2. Be addressed to the Procuring Entity in accordance with ITT 23.1;
3. Bear the speciﬁc identiﬁcation of this Tendering process speciﬁed in accordance with **TDS** 1.1; and
4. Bear a warning not to open before the time and date for Tender opening.
	1. The outer-envelopes shall:
5. Be addressed to the Procuring Entity in accordance with ITT 23.1;
6. bear the speciﬁc identiﬁcation of this Tendering process speciﬁed in accordance with **TDS** 1.1; and
7. Bear a warning not to open before the time and date for Tender opening.
	1. I fall envelopes are not sealed and marked as required, the Procuring Entity will assume no responsibility for the misplacement or premature opening of the Tender. Tenders that were misplaced or opened prematurely will be not be accepted.

#### Deadline for Submission of Tenders

* 1. Tenders must be received by the Procuring Entity at the address and no later than the date and time speciﬁed **in the TDS**. When so speciﬁed **in the TDS**, Tenderers shall have the option of submitting their Tenders electronically. Tenderers submitting Tenders electronically shall follow the electronic Tender submission procedures speciﬁed **in the TDS**.
	2. The Procuring Entity may, at its discretion, extend the deadline for the submission of Tenders by amending the tendering document in accordance with ITT 9, in which case all rights and obligations of the Procuring Entity and Tenderers previously subject to the deadline shall thereafter be subject to the deadline as extended.

#### 24. Late Tenders

* 1. The Procuring Entity shall not consider any Tender that arrives after the deadline for submission of Tenders, in accordance with ITT 23. Any Tender received by the Procuring Entity after the deadline for submission of Tenders shall be declared late, rejected, and returned unopened to the Tenderer.

#### Withdrawal, Substitution and Modiﬁcation of Tenders

* 1. A Tenderer may withdraw, substitute, or modify its Tender after it has been submitted by sending a written notice, duly signed by an authorized representative, and shall include a copy of the authorization (the power of attorney) in accordance with ITT 21.3, (except that withdrawal notices do not require copies). The corresponding substitution or modiﬁcation of the Tender must accompany the respective written notice. All notices must be:
		1. Prepared and submitted in accordance with ITT 21 and ITT 22 (except that with draw all notices do not require copies), and in addition, the respective envelopes shall be clearly marked “WITHDRAWAL,” “SUBSTITUTION,” or “MODIFICATION;” and
		2. Received by the Procuring Entity prior to the deadline prescribed for submission of Tenders, in accordance with ITT 23.
	2. Tenders requested to be withdrawn in accordance with ITT 25.1 shall be returned unopened to the Tenderers.
	3. No Tender may be withdrawn, substituted, or modiﬁed 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 Form of Tender or any extension thereof.

#### Tender Opening

* 1. Except as in the cases speciﬁed in ITT 23 and ITT 25.2, the Procuring Entity shall, at the Tender opening, publicly open and read out all Tenders received by the deadline at the date, time and place speciﬁed in the **TDS** in the presence of Tenderers' designated representatives and anyone who choose to attend. Any speciﬁc electronic Tender opening procedures required if electronic tendering is permitted in accordance with ITT 23.1, shall be as speciﬁed **in the TDS.**
	2. First, envelopes marked “WITHDRAWAL” shall be opened and read out and the envelope with the corresponding Tender shall not be opened, but returned to the Tenderer. If the withdrawal envelope does not contain a copy of the “power of attorney” conﬁrming the signature as a person duly authorized to sign on behalf of the Tenderer, the corresponding Tender will be opened. No Tender withdrawal shall be permitted unless the corresponding withdrawal notice contains a valid authorization to request the withdrawal and is read out at Tender opening.
	3. Next, envelopes marked “SUBSTITUTION” shall be opened and read out and exchanged with the corresponding Tender being substituted, and the substituted Tender shall not be opened, but returned to the Tenderer. No Tender substitution shall be permitted unless the corresponding substitution notice contains a valid authorization to request the substitution and is read out at Tender opening.
	4. Next, envelopes marked “MODIFICATION” shall be opened and read out with the corresponding Tender. No Tender modiﬁcation shall be permitted unless the corresponding modiﬁcation notice contains a valid authorization to request the modiﬁcation and is read out at Tender opening.
	5. Next, all remaining envelopes shall be opened one at a time, reading out: the name of the Tenderer and whether there is a modiﬁcation; the total Tender Prices, per lot (contract) if applicable, including any discounts and alternative Tenders; the presence or absence of a Tender Security or Tender-Securing Declaration, if required; and any other details as the Procuring Entity may consider appropriate.
	6. Only Tenders, alternative Tenders and discounts that are opened and read out at Tender opening shall be considered further. The Form of Tender and the priced Activity Schedule are to be initialed by representatives of the Procuring Entity attending Tender opening in the manner speciﬁed in the **TDS**.
	7. The Procuring Entity shall neither discuss the merits of any Tender nor reject any Tender (except for late Tenders, in accordance with ITT 24.1).
	8. The Procuring Entity shall prepare a record of the Tender opening that shall include, as a minimum:
		1. the name of the Tenderer and whether there is a withdrawal, substitution, or modiﬁcation;
		2. the Tender Price, per lot (contract) if applicable, including any discounts; and
		3. any alternative Tenders;
		4. the presence or absence of a Tender Security or Tender-Securing Declaration, if one was required.
		5. Number of pages of each tender document submitted.
	9. The Tenderers' representatives who a represent shall be requested to sign the record. The omission of a Tenderer's signature on the record shall not invalidate the contents and effect of the record. A copy of the tender opening register shall be issued to a tenderer upon request.

#### E. Evaluation and Comparison of Tenders

#### Conﬁdentiality

* 1. Information relating to the evaluation of Tenders and recommendation of contract award, shall not be disclosed to Tenderers or any other persons not ofﬁcially concerned with the Tendering process until information on the Intention to Award the Contract is transmitted to all Tenderers in accordance with ITT 41.
	2. Any effort by a Tenderer to inﬂuence the Procuring Entity in the evaluation or contract award decisions may result in the rejection of its Tender.
	3. Notwithstanding ITT 27.2, from the time of Tender opening to the time of Contract Award, if any Tenderer wishes to contact the Procuring Entity on any matter related to the Tendering process, it should do so in writing.

#### Clariﬁcation of Tenders

* 1. To assist in the examination, evaluation, and comparison of Tenders, and qualiﬁcation of the Tenderers, the Procuring Entity may, at the Procuring Entity's discretion, ask any Tenderer for clariﬁcation of its Tender including breakdowns of the prices in the Activity Schedule, and other information that the Procuring Entity may require. Any clariﬁcation submitted by a Tenderer in respect to its Tender and that is not in response to a request by the Procuring Entity shall not be considered. The Procuring Entity's request for clariﬁcation and the response shall be in writing. No change, including any voluntary increase or decrease, in the prices or substance of the Tender shall be sought, offered, or permitted, except to conﬁrm the correction of arithmetic errors discovered by the Procuring Entity in the evaluation of the Tenders, in accordance with ITT 32.
	2. If a Tenderer does not provide clariﬁcations of its Tender by the date and time set in the Procuring Entity's request for clariﬁcation, its Tender may be rejected.

#### Deviations, Reservations, and Omissions

* 1. During the evaluation of Tenders, the following deﬁnitions apply:
		1. “Deviation” is a departure from the requirements speciﬁed in the tendering document;
		2. “Reservation” is the setting of limiting conditions or withholding from complete acceptance of the requirements speciﬁed in the tendering document; and
		3. “Omission” is the failure to submit part or all of the information or documentation required in the tendering document.

#### Determination of Responsiveness

* 1. The Procuring Entity's determination of a Tender's responsiveness is to be based on the contents of the Tender itself, as deﬁned in ITT 12.
	2. A substantially responsive Tender is one that meets the requirements of the tendering document without material deviation, reservation, or omission. A material deviation, reservation, or omission is one that:
		1. If accepted, would:
			1. Affect in any substantial way the scope, quality, or performance of the Insurance Services speciﬁed in the Contract; or
			2. Limit in any substantial way, inconsistent with the tendering document, the Procuring Entity's rights or the Tenderer's obligations under the Contract; or
		2. if rectiﬁed, would unfairly affect the competitive position of other Tenderers presenting substantially responsive Tenders.
	3. TheProcuringEntityshallexaminethetechnicalaspectsoftheTendersubmittedinaccordancewithITT17and ITT 18, in particular, to conﬁrm that all requirements of Section VII, Schedule of Requirements have been met without any material deviation or reservation, or omission.

#### Non-conformities, Errors and Omissions

* 1. If a Tender is not substantially responsive to the requirements of tendering document, it shall be rejected by the Procuring Entity and may not subsequently be made responsive by correction of the material deviation, reservation, or omission. Non-conformities, Errors and Omissions
	2. Provided that a Tender is substantially responsive, the Procuring Entity may waive any non-conformities in the Tender.
	3. Provided that a Tender is substantially responsive, the Procuring Entity may request that the Tenderer submit the necessary information or documentation, within a reasonable period of time, to rectify non-conformities or omissions in the Tender related to documentation requirements. Requesting information or documentation on such non-conformities shall not be related to any aspect of the price of the Tender. Failure of the Tenderer to comply with the request may result in the rejection of its Tender.

#### Arithmetical Errors

* 1. The tender sum as submitted and read out during the tender opening shall be absolute and ﬁnal and shall not be the subject of correction, adjustment or amendment in any way by any person or entity.
	2. Provided that the Tender is substantially responsive, the Procuring Entity shall handle errors on the following basis:
		1. Any error detected if considered a major deviation that affects the substance of the tender, shall lead to disqualiﬁcation of the tender as non-responsive.
		2. Any errors in the submitted tender a rising from am is calculation of unit price, quantity, sub-total and total bid price shall be considered as a major deviation that affects the substance of the tender and shall lead to disqualiﬁcation of the tender as non-responsive. and
		3. If there is a discrepancy between words and ﬁgures, the amount in words shall prevail
	3. Tenderers shall be notiﬁed of any error detected in their bid during the notiﬁcation of award

#### Comparison of Tenders and Conversion to Single Currency

* 1. The Procuring Entity shall compare the evaluated costs of all substantially responsive Tenders established in accordance with ITT 31.2 to determine the Tender that has the lowest evaluated cost. The comparison shall be on the basis of total cost prices for each offered insurance service.
	2. For evaluation and comparison purposes, the currency(ies) of the Tender shall be converted in a single currency as speciﬁed **in the TDS.** The source of exchange rate and the date of such exchange rate shall also be speciﬁed in the **TDS.**

#### Margin of Preference and Reservations

* 1. A margin of preference on local insurance providers may be allowed only when the contract is open to international competitive tendering where foreign contractors are expected to participate in the tendering processandwherethecontractexceedsthevalue/thresholdspeciﬁedintheRegulations.
	2. A margin of preference shall not be allowed unless it is speciﬁed so in the **TDS**.
	3. Contractsprocuredonbasisofinternationalcompetitivetenderingshallnotbesubjecttoreservationsexclusive tospeciﬁcgroupsasprovidedinITT33.4.
	4. Where it is intended to reserve a contract to a speciﬁc group of businesses (these groups are Small and Medium Enterprises, Women Enterprises, Youth Enterprises and Enterprises of persons living with disability, as the case maybe), and who are appropriately registered as such by a competent authority, a procuring entity shall ensure that the invitation to tender speciﬁcally indicates that only businesses or ﬁrms belonging to the speciﬁed group are eligible to tender. No tender shall be reserved to more than one group. If not so stated in the Invitation to Tender and in the Tender documents, the invitation to tender will be open to all interested tenderers.

#### Evaluation of Tenders

* 1. The Procuring Entity shall use the criteria and methodologies listed in this ITT and Section III, Evaluation and Qualiﬁcation Criteria. No other evaluation criteria or methodologies shall be permitted. By applying the criteria and methodologies, the Procuring Entity shall determine the Lowest Evaluated Tender. This is the Tender of the Tenderer that meets the qualiﬁcation criteria and whose Tender has been determined to be:
		1. Substantially responsive to the tendering document; and
		2. The lowest evaluated cost.
	2. In evaluating the Tenders, the Procuring Entity will determine for each Tender the Evaluated Tender Price by adjusting the Tender price as follows:
1. Prices offered by the Tenderer, corrected appropriately in accordance with ITT 32;
2. Price adjustment due to discounts offered in accordance with ITT 15.4;
3. converting the amount resulting from applying (a) and (b) above, if allowed, to a single currency in accordance with ITT 33.2;
4. the additional evaluation factors are speciﬁed in Section III, Evaluation and Qualiﬁcation Criteria.
	1. The estimated effect of the price adjustment provisions of the Conditions of Contract, applied over the period of execution of the Contract, shall not be taken in to account in Tender evaluation.
	2. Where the tender involves multiple items, the tenderer will be allowed to tender for one or more items. Each item will be evaluated in accordance with ITT 35.2. The methodology to determine the lowest evaluated tenderer or tenderers will be base done each item and not a combination of items.

#### Comparison of Tenders

* 1. The Procuring Entity shall compare the evaluated costs of all substantially responsive Tenders established in accordance with ITT 35.2 to determine the Tender that has the lowest evaluated cost.

#### Abnormally Low Tenders and Abnormally high tenders

#### Abnormally Low Tenders

* 1. An Abnormally Low Tender is one where the Tender price, in combination with other constituent elements of the Tender, appears unreasonably low to the extent that the Tender price raises material concerns as to the capability of the Tenderer to perform the Contract for the offered Tender price or that genuine competition between Tenderers is compromised.
	2. In the event of identiﬁcation of a potentially Abnormally Low Tender by the evaluation committee, the Procuring Entity shall seek written clariﬁcations from the Tenderer, including detailed price analysis of its Tender price in relation to the subject matter of the contract, scope, proposed methodology, schedule, allocation of risks and responsibilities and any other requirements of the tendering document.
	3. After evaluation of the price analyses, in the event that the Procuring Entity determines that the Tenderer has failed to demonstrate its capability to perform the Contract for the offered Tender Price, the Procuring Entity shall reject the Tender.

#### Abnormally High Tenders

* 1. An abnormally high tender price is one where the tender price, in combination with other constituent elements of the Tender, appears unreasonably too high to the extent that the Procuring Entity is concerned that it (the Procuring Entity) may not be getting value for money or it may be paying too high a price for the contract compared with market prices or that genuine competition between Tenderers is compromised.
	2. In case of an abnormally high price, the Procuring Entity shall make a survey of the market prices, check if the estimated cost of the contract is correct and review the Tender Documents to check if the speciﬁcations, scope of work and conditions of contract are contributory to the abnormally high tenders. The Procuring Entity may also seek written clariﬁcation from the tenderer on the reason for the high tender price. The Procuring Entity shall proceed as follows:
1. If the tender price is abnormally high based on wrong estimated cost of the contract, the Procuring Entity may accept or not accept the tender depending on the Procuring Entity's budget considerations.
2. If speciﬁcations, cope of work and/or conditions of contract are contributory to the abnormally high tender prices, the Procuring Entity shall reject all tenders and may retender for the contract based on revised estimates, speciﬁcations, scope of work and conditions of contract, as the case may be.
	1. If the Procuring Entity determines that the Tender Price is abnormally too high because genuine competition between tenderers is compromised (*often due to collusion, corruption or other manipulations*), the Procuring Entity shall reject all Tenders and shall institute or cause relevant Government Agencies to institute an investigation on the cause of the compromise, before retendering.

#### Qualiﬁcation of the Tenderer

* 1. The Procuring Entity shall determine to its satisfaction whether the Tenderer that is selected as having submitted the lowest evaluated cost and substantially responsive Tender is eligible and meets the qualifying criteria speciﬁed in Section III, Evaluation and Qualiﬁcation Criteria.
	2. The determination shall be based upon an examination of the documentary evidence of the Tenderer's qualiﬁcations submitted by the Tenderer, pursuant to ITT 18. The determination shall not take in to consideration the qualiﬁcations of other ﬁrms such as the Tenderer's subsidiaries, parent entities, afﬁliates, subcontractors or any other ﬁrm(s) different from the Tenderer that submitted the Tender.
	3. An afﬁrmative determination shall be a prerequisite for award of the Contract to the Tenderer. A negative determination shall result in disqualiﬁcation of the Tender, in which event the Procuring Entity shall proceed to the Tenderer who offers a substantially responsive Tender with the next lowest evaluated cost to make a similar determination of that Tenderer's qualiﬁcations to perform satisfactorily.

#### Procuring Entity's Right to Accept Any Tender, and to Reject Any or All Tenders

* 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 there by incurring any liability to Tenderers. In case of annulment, all Tenderers shall be notiﬁed with reasons and all Tenders submitted and speciﬁcally, Tender securities, shall be promptly returned to the Tenderers.

#### F. Award of Contract

#### Award Criteria

* 1. The Procuring Entity shall award the Contract to the successful tenderer whose tender has been determined to be the Lowest Evaluated Tender.

#### Notice of Intention to enter in to a Contract

* 1. Upon award of the contract and Prior to the expiry of the Tender Validity Period the Procuring Entity shall issue a Notiﬁcation of Intention to Enter in to a Contract/Notiﬁcation of award to all tenderers which shall contain, at a minimum, the following information:
		1. The name and address of the Tenderer submitting the successful tender;
		2. The Contract price of the successful tender;
		3. a statement of the reason(s) the tender of the unsuccessful tenderer to whom the letter is addressed was unsuccessful, unless the price information in(c) above already reveals the reason;
		4. the expiry date of the Standstill Period; and
		5. instructionsonhowtorequestadebrieﬁngand/orsubmitacomplaintduringthestandstillperiod;

#### Standstill Period

* 1. The Contract shall not be signed earlier than the expiry of a Stands till Period of 14days to allow any dissatisﬁed tender to launch a complaint. Where only one Tender is submitted, the Standstill Period shall not apply.
	2. Where a Standstill Period applies, it shall commence when the Procuring Entity has transmitted to each Tenderer the Notiﬁcation of Intention to Enter in to a Contract with the successful Tenderer.

#### Debrieﬁng by the Procuring Entity

* 1. On receipt of the Procuring Entity's Notiﬁcation of Intention to Enter into a Contract referred to in ITT 43, an unsuccessful tenderer may make a written request to the Procuring Entity for a debrieﬁng on speciﬁc issues or concerns regarding their tender. The Procuring Entity shall provide the debrieﬁng within ﬁve days of receipt of the request.
	2. Debrieﬁngs of unsuccessful Tenderers may be done in writing or verbally. The Tenderer shall bear its own costs of attending such a debrieﬁng meeting.

#### Negotiations

* 1. The negotiations shall be held at the place indicated in the **TDS** with the Tenderer's representative(s) who must have written power of attorney to negotiate and sign a Contract on behalf of the Tenderer. The Procuring Entity will constitute a team to negotiate a contract and the terms of the Insurance Policy to be provided.
	2. The negotiations shall start with discussions of the scope of the terms and conditions of the Policy, its conformity to the Procuring Entity's requirements, the conditions and circumstances under which the insured will be ﬁnancially compensated, and the items that would need to be attended to before the contract is signed and an Insurance Policy issued. These discussions shall not substantially alter the original scope of the Procuring Entity's requirements. The items that would need to be attended to by the Procuring Entity before the contract is signed and an Insurance Policy issued should not be so extended as to render the scope of the required service and its price different from the Procuring Entity's requirements.
	3. The Procuring Entity shall prepare minutes of negotiations that are signed by the Procuring Entity and the Tenderers' authorized representative.

#### Letter of Award

* 1. Prior to the expiry of the Tender Validity Period and upon expiry of the Standstill Period speciﬁed in ITT 42.1, upon addressing a complaint that has been ﬁled within the Standstill Period, the Procuring Entity shall transmit the Letter of Award to the successful Tenderer. The letter of award shall request the successful tenderer to furnish the Performance Security within 21days of the date of the letter.

#### Signing of Contract

* 1. Upon the expiry of the fourteen days of the Notiﬁcation of Intention to enter into contract and upon the parties meeting their respective statutory requirements, the Procuring Entity shall send the successful Tenderer the Contract Agreement.
	2. Within fourteen (14) days of receipt of the Contract Agreement, the successful Tenderer shall sign, date, and return it to the Procuring Entity.
	3. The written contract shall be entered into within the period speciﬁed in the notiﬁcation of award and before expiry of the tender validity period.

#### Performance Security

* 1. Within twenty-one (21) days of the receipt of the Letter of Award from the Procuring Entity, the successful Tenderer shall furnish the Performance Security and, any other documents required in the **TDS**, in accordance with the General Conditions of Contract, subject to ITT 38.2 (b), using the Performance Security and other Forms included in Section X, Contract Forms, or another form acceptable to the Procuring Entity. A foreign institution providing a bank guarantee shall have a correspondent ﬁnancial institution located in Kenya, unless the Procuring Entity has agreed in writing that a correspondent bank is not required.
	2. Failure of the successful Tenderer to submit the above-mentioned Performance Security and other documents required in the **TDS** or sign the Contract shall constitute sufﬁcient grounds for the annulment of the award and forfeiture of the Tender Security. In that event the Procuring Entity may award the Contract to the Tenderer offering the next Best Evaluated Tender.
	3. Performance security shall not be required for contracts estimated to cost less than the amount speciﬁed in the Regulations.

####  Publication of Procurement Contract

* 1. Within fourteen days after signing the contract, the Procuring Entity shall publish the awarded contract at its notice boards and websites; and on the Website of the Authority. At the minimum, the notice shall contain the following information:
1. Name and address of the Procuring Entity;
2. Name and reference number of the contract being awarded, a summary of its scope and the selection method used;
3. The name of the successful Tenderer, the ﬁnal total contract price, the contract duration.
4. Dates of signature, commencement and completion of contract;
5. Names of all Tenderers that submitted Tenders, and their Tender prices as read out at Tender opening.

#### Procurement Related Complaint and Administrative Review

* 1. The procedures for making Procurement-related Complaints are as speciﬁed in the **TDS.**
	2. A request for administrative review shall be made in the form provided under contract forms.

## SECTION II - TENDER DATA SHEET (TDS)

The following speciﬁc data for the Insurance services to be procured shall complement, supplement, or amend the provisions in the Instructions to Tenderers (ITT). Whenever there is a conﬂict, the provisions here in shall prevail over those in ITT.

*[Where an e-procurement system is used, modify the relevant parts of the TDS accordingly to reﬂect the e-procurement process]. [Instructions for completing the Tender Data Sheet are provided, as needed, in the notes in italics mentioned for the relevant ITT].*

| **ITT Reference** | **PARTICULARS OF APPENDIX TO INSTRUCTIONS TO TENDERS** |
| --- | --- |
|  | **A. General** |
| **ITT 1.1** | The Tender reference number (ITT) is:1356774 ***/2023/24***The Procuring Entity is: ***COUNTY ASSEMBLY OF KWALE***The name of the ITT is: ***Provision of Medical Insurance cover services for the SPEAKER,MCA & BOARD MEMBERS of the County Assembly of Kwale***  |
| **ITT 2.1(a)** | **Electronic –Procurement System**The Procuring Entity shall use the following electronic-procurement system to manage this Tendering process:[*IFMIS*] [www.kwaleassembly.go.ke](http://www.kwaleassembly.go.ke) or [www.tenders.go.ke](http://www.tenders.go.ke)The electronic-procurement system shall be used to manage All aspects of the Tendering process:*All tendering process* |
| **ITT 2.2** | The Intended date commencing providing the Insurance Services is 1ST NOVEMBER 2023. The insurance duration for each item will be one year. |
| **ITT 4.1** | Maximum number of members in the Joint Venture (JV) shall be: N/A |
|  | **B. Contents of Tendering Document** |
| **ITT 7.1 8.1**  | 1. The Tenderer will submit any request for clarifications in writing at the Address info@kwaleassembly.go.ke to reach the Procuring Entity not later than **[7]** days prior to the submission deadline.
 |
| **ITT 7.2** | (A) A pre-arranged pretender site visit **“shall not”** take place (B) Pre-Tender meeting **shall not**take place  |
| **ITT 7.3** | The Tenderer will submit any questions in writing, to reach the Procuring Entity not later than 7days before the opening meeting. |
|  |  |
| **ITT 7.5** | The Procuring Entity’s website where Minutes of the pre-Tender meeting and the pre-arranged pretender will be published N/A |
| **ITT 12.1 (j)** | The Tenderer shall submit the following additional documents in its Tender **N/A** |
| Other documents required are \_\_\_\_N/A\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| **ITT 14.1** | Alternative Tenders ***“shall not be*** considered. ***Evaluation and Qualification Criteria. See Section III for further details]***  |
| **ITT 15.5** | The prices quoted by the Tenderer ***“shall not”*** be subject to adjustment during the performance of the Contract. |
| **ITT 16.1** | The currency of the Tender and the currency of payments shall be KSH \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| **ITT 18.3** | Prequalification ***“has not” been*** undertaken. |
| **ITT 19.1** | The Tender validity period shall be 120 days after date of tender opening  |
| **ITT 20.1** | A Tender **Security “shall be” required**. A Tender Security shall be required, and the amount and currency of the Tender Security shall be KSH 200,000 valid for 150 days after date of tender opening. |
| **ITT 21.1** | In addition to the original of the Tender, the number of copies is**: UPLOAD IN THE SYSTEM ONE** |
| **ITT 21.3** | The written confirmation of authorization to sign on behalf of the Tenderer shall consist of**: \_\_\_\_\_\_\_\_\_ *[insert the name and description of the documentation required to demonstrate the authority of the signatory to sign the Tender].*** |
|  | **D. Submission and Opening of Tenders** |
| **ITT 23.1**  | For **Tender submission purposes** only, **UPLOAD IN IFMIS**the Procuring Entity’s address is: Attention: Postal Address: 231-80403 KWALE\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Physical Address: ASSEMBLY COMPLEX OPP WATER OFFICES  |
| **ITT 23.1** | The deadline for Tender submission is: 9TH October 2023Tenderers ***“shall”*** have to submit their Tenders electronically.The electronic Tender submission procedures shall be through ifmis |
| **ITT 26.1** | The Tender opening shall take place at: Physical Address: *online*Date:9TH October 2023 |
| **ITT 26.1** | The electronic Tender opening procedures shall be: **online** |
| **ITT 26.6** | The Form of Tender and priced Schedule of requirements shallbe initialed by representatives. |
| **E. Evaluation and Comparison of Tenders** |
| **ITT 33.2** | The currency shall be \_\_\_ksh\_\_\_\_\_\_\_\_\_\_\_\_\_ and the source of exchange rate shall be based\_\_\_\_\_\_cbk\_\_\_\_\_\_\_\_\_\_\_  |
| **ITT 34.2** | Margin of preference shall be **not allowed.** |
|  | **F. Award of Contract** |
| **ITT 44.1** | The negotiations will be held at **N/A**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| **ITT 49.1** | The procedures for making a Procurement-related Complaint are available from the PPRA Website [www.ppra.go.ke](http://www.ppra.go.ke) or email complaints@ppra.go.ke. If a Tenderer wishes to make a Procurement-related Complaint, the Tenderer should submit its complaint following these procedures, in writing (by the quickest means available, that is either by hand delivery or email to:For the attention: *Fatuma Hassan Mwalupa]*Title/position:  **Clerk Kwale County Assembly**Procuring Entity: **County Assembly of Kwale**Email address*:* *info@kwaleassembly.go.ke*In summary, a Procurement-related Complaint may challenge any of the following:1. the terms of the Tender Documents; and
2. the Procuring Entity’s decision to award the contract.
 |

#### SECTION III - EVALUATION AND QUALIFICATION CRITERIA

1. **General Provision**
	1. Wherever a Tenderer is required to state a monetary amount, Tenderers should indicate the Kenya Shilling equivalent using the rate of exchange determined as follows:
		1. For business turn over or ﬁnancial data required for each year - Exchange rate prevailing on the last day of the respective calendar year (in which the amounts for that year is to be converted) was originally established.
		2. Value of single contract-Exchange rate prevailing on the date of the contract signature.
		3. Exchange rates shall be taken from the publicly available source identiﬁed in the ITT. Any error in determining the exchange rates in the Tender may be corrected by the Procuring Entity.
	2. This section contains the criteria that the Employer shall use to evaluate tender and qualify tenderers. No other factors, methods or criteria shall be used other than speciﬁed in this tender document. The Tenderer shall provide all the information requested in the forms included in Section IV, Tendering Forms. The Procuring Entity should use **the Standard Tender Evaluation Report for Goods and Works** for evaluating Tenders.

#### Evaluation and contract award Criteria

The Procuring Entity shall use the criteria and methodologies listed in this Section to evaluate tenders and arrive at the Lowest Evaluated Tender. The tender that (I) meets the qualiﬁcation criteria, (ii) has been determined to be substantially responsive to the Tender Documents, and (iii) is determined to have the Lowest Evaluated Tender price shall be selected for award of contract.

#### Preliminary examination for Determination of Responsiveness

The Procuring Entity will start by examining all tenders to ensure they meet in all respects the eligibility criteria and other requirements in the ITT, and that the tender is complete in all aspects in meeting the requirements of *“Part2–Procuring Entity's Insurance Requirements”*, including checking for tenders with unacceptable errors, abnormally low tenders, abnormally high tenders and tenders that are incomplete. The Standard Tender Evaluation Report for Goods and Works for evaluating Tenders provides clear guidelines on how to deal with review of these requirements. Tenders that do not pass the Preliminary Examination will be considered irresponsive and will not be considered further.

*[The Procuring Entity will provide the preliminary evaluation criteria. To facilitate, a temp late may be attached or clearly described all information and list of documentation to be submitted by Tenderers to enable preliminary evaluation of the Tender].*

1. **Tender Evaluation (ITT 35) Price evaluation**: in addition to the criteria listed in ITT 35.2 (a) – (c) the following criteria shall apply: **Other Criteria; i**f permitted under ITT 35.2 (d): ………………………………

#### Multiple Contracts

Multiple contracts will be not permitted in accordance with ITT 35.4. Tenderers are evaluated on basis of items and the lowest evaluated tenderer identiﬁed for each item.

#### Alternative Tenders (ITT14.1)

*An alternative if permitted under ITT 14.1, will be evaluated as follows:*

The Procuring Entity shall consider Tenders offered for alternatives as speciﬁed in Part 2- Procuring Entity's requirements. Only the technical alternatives, if any, of the Tenderer with the Best Evaluated Tender conforming to the basic technical requirements shall be considered by the Procuring Entity.

1. **MARGIN OF PREFERENCE**

**Apply Margin of Preference**, if so allowed to all evaluated and accepted tenders as follows.

* 1. If the **TDS** so speciﬁes, the Procuring Entity will grant a margin of preference of ﬁfteen percent (15%) to be loaded on evaluated prices of the foreign tenderers, where the percentage of shareholding of Kenyan citizens is less than ﬁfty-one percent (51%).
	2. Contractors applying for such preference shall be asked to provide, as part of the data for qualiﬁcation, such information, including details of ownership, as shall be required to determine whether, according to the classiﬁcation established by the Procuring Entity, a particular contractor or group of contractors qualiﬁes fora margin of preference.
	3. After Tenders have been received and reviewed by the Procuring Entity, responsive Tenders shall be assessed to ascertain their percentage of shareholding of Kenyan citizens. Responsive tenders shall be classiﬁed into the following groups:
1. *Group A:* tenders offered by Kenyan insurers and other Tenderers where Kenyan citizens hold shares of over ﬁfty one percent (51%).
2. *Group B:* tenders offered by foreign insurers and other Tenderers where Kenyan citizens hold shares of less than ﬁfty one percent (51%).
	1. All evaluated tenders in each group shall, as a ﬁrst evaluation step, be compared to determine the lowest tender, and the lowest evaluated tender in each group shall be further compared with each other. If, as a result of this comparison, at tender from Group A is the lowest, it shall be selected for the award. If a tender from Group B is the lowest, an amount equal to the percentage indicated in Item 5.1(c) of the respective tender price, including unconditional discounts, if any, shall be added to the evaluated price offered in each tender from Group B. All tenders shall then be compared using new prices with added prices to Group B and the lowest evaluated tender from Group A. If the tender from Group A is still the lowest tender, it shall be selected for award. If not, the lowest evaluated tender from Group B based on the ﬁrst evaluation price shall be selected.

#### Post Qualiﬁcation Criteria (ITT 38) Post qualiﬁcation and Contract award (ITT39), more speciﬁcally,

1. In case the tender was subject to post-qualiﬁcation, the contract shall be awarded to the lowest evaluated tenderer, subject to conﬁrmation of pre-qualiﬁcation data, if so required.
2. In case the tender was not subject to post-qualiﬁcation, the tender that has been determined to be the lowest evaluated tenderer shall be considered for contract award, subject to meeting each of the following conditions.
	1. The Tenderer shall demonstrate that it has access to, or has available, liquid assets, un encumbered real assets, lines of credit, and other ﬁnancial means (independent of any contractual advance payment) sufﬁcient to meet the services cash ﬂow of Kenya Shillings .
	2. Minimum average annual turnover of Kenya Shillings *[insert amount]*, equivalent calculated as total certiﬁed payments received for contracts in progress and/or completed within the last *[insert of year] years*.]
	3. At least (*insert number)* of contract (s) of a similar nature executed within Kenya, or the East African Community or abroad, that have been satisfactorily and substantially completed as a prime insurer, or joint vent u remember or sub-contractor each of minimum value Kenya shillings

 equivalent.

* 1. Other conditions depending on their seriousness.

#### History of non-performing contracts:

Tenderer and each member of JV in case the Tenderer is a JV, shall demonstrate that Non- performance of a contract did not occur because of the default of the Tenderer, or the member of a JV in the last (*specify years*). The required information shall be furnished in the appropriate form.

#### Pending Litigation

Financial position and prospective long-term proﬁtability of the Single Tenderer, and in the case the Tenderer is a JV, of each member of the JV, shall remain sound according to criteria established with respect to Financial Capability under Paragraph (i) above i fall pending litigation will be resolved against the Tenderer. Tenderer shall provide information on pending litigations in the appropriate form.

#### Litigation History

There shall be no consistent history of court/arbitral award decisions against the Tenderer, in the last

 (*specify years*)*.* All parties to the contract shall furnish the information in the appropriate form about any litigation or arbitration resulting from contracts completed or ongoing under its execution over the years speciﬁed. A consistent history of awards against the Tenderer or any member of a JV may result in rejection of the tender.

1. **PRELIMINARY EVALUATION**

**Stage One: Mandatory Requirements (to be evaluated on a ‘Yes or No’ basis:(ATTACH)**

|  |  |  |
| --- | --- | --- |
| **MR** | **REQUIREMENT** | **EVIDENCE REQUIRED** |
| **INSURANCE COMPANY** |
| **MR1** | Valid Registration Certificate with Insurance Regulatory Authority for the current year/Evidence of current Membership | Evidence to be availed is the certificate from IRA |
| **MR2** | Submit copy of Certificate of Registration/Incorporation from the Registrar of Companies. | Evidence to be availed is the registration certificate |
| **MR3** | Submit Valid Tax Compliance Certificate from Kenya Revenue Authority (KRA) as at the date of tender opening | Evidence to be availed is the tax compliance certificatefrom KRA |
|  | Attach VAT /PIN Certificate from Kenya Revenue Authority (KRA) |  |
| **MR4** | Submit valid membership certificate for year 2022 from the Association of Kenya Insurers (AKI). | Evidence to be availed is the certificate |
| **MR5** | Insurer’s (AKI) or a membership of Association of Medical Insurance Providers | Evidence to be availed is the sample policy document |
| **OTHER REQUIREMENTS** |
| **MR6** | Must Fill the Form of Tender in the format provided in the tender document | Evidence to be availed is the duly filled form |
| **MR7** | Must ProperlyFill the Tenderer's eligibility-confidential signed and stamped Tender Eligibility business questionnaire | Evidence to be availed is the duly filled form |
| **MR8** | Must Properly filled, signed and stamped the Self declaration that the tenderer will not engage in any corrupt or fraudulentpractice. | Evidence to be availed is the duly filled form |
| **MR9** | Must Properly filled, signed and stamped the Declaration and commitment tothe code of ethics | Evidence to be availed is the duly filled form |
| **MR10** | Must fill the Schedule of prices form | Evidence to be availed is the duly filled form |
| **MR11** | Must Submit a Tender Security from the bank or Insurance Company approved by IRA of Kshs. 200,000 valid for 150 days after date of tenderOpening from the date of tender opening | Evidence to be availed is a valid tender security |
| **MR12** | Provide a list of all the exclusions under in-patient 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 non-responsive tothis requirement and therefore disqualified. | Evidence list/Confirmation |
| **MR13** | Must have done gross annual premium on medical of Kshs. 1billion for year 2022 | Evidence report to be confirmed at IRA Website/bidder’s financialstatement. |
| **MR14** | Must have done gross paid up capital of Kshs. 700Million for year 2022 | Evidence report to be confirmed at IRA Website/bidder’s financialstatement. |
| **MR15** | Attach Valid Single Business Permit/Trade license issued by relevant government agencies |  |
| **MR16** | Attach Valid copy of NSSF/NHIF Compliance Certificate |  |
| **MR17** | Evidence of Registration as a Medical Insurance Service provider by the Insurance Regulatory Authority for the current year |  |
| **MR18** | Presentation of a well bound, serialized and properly paginated tender document including the attachments.-NOT HAND WRITTEN |  |
| **MR19** | Attach a current CR 12 for the Directors (Within the last 3 months). |  |
| **MR20** | Duly completed and signed Certificate of Independent Tender Determination |  |
| **MR21** | Properly filled, signed and stamped Self Declaration that the Person/Tenderer is not debarred in the matter of the Public Procurement and Asset Disposal Act 2015 |  |
| **MR22** | Must have a Professional Indemnity Insurance Cover of at least Kshs. 50 million and a valid copy be submitted |  |
| **MR23** | Provide a written declaration of any pending litigation issues either for or against the company (Submit a Dully Filled Tenderer Information Form) |  |
| **MR24** | Tenderers must fill each item by indicating as appropriate in column A or B (complied or NotComplied to each item of the table below (Nos 1-7). | Evidence indicating compliance to all items in thetable **BELOW** |

|  |  |  |
| --- | --- | --- |
| **REQUIREMENT** | **A** | **B** |
| **COMPLIED** | **NOT COMPLIED** |
| **1** | Medical Cover must be for both In-patient andOut-patient as one package  |  |  |
| **2** | Age limits must be as follows Employees:* 1. Main member, spouse and up to four child dependants
	2. Age limit for main member and spouse to be 18 to 75 years.
	3. 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.
	4. MCA- Principal member only and covered up to age of 75 years
 |  |  |
| **3** | Conditions to be covered must include Chronic, Congenital, Pre-existing, HIV/AIDS, Ambulance and air evacuation, Maternity, Dental and Optical in both In-patient and Out-patient and mental health and psychiatric treatment,pandemics including Covid-19. |  |  |
| **4** | Must provide Biometric Identification Systems atno addition premium. |  |  |
| **5** | Allow direct access to the providers not through owned clinics |  |  |
| **6** | Cancellation notice will be 60 days |  |  |
| **7** | The bidder will submit only one bid ONLINE |  |  |

**N/B**

**ALL THE ABOVE REQUIREMENTS MUST BE MET TO QUALIFY FOR FOR THE TECHNICAL STAGE**

1. **TECHNICAL EVALUATION**

**Stage Two: Technical Evaluation (Total Points - 100 Marks)**

**TECHNICAL EVALUATION STAGE**

## Technical evaluation Criteria (TC)

|  |  |  |  |
| --- | --- | --- | --- |
| **TC** | **TECHNICAL REQUIREMENT** | **Total marks** | **Marks earned** |
| **TC1** | Submit letters/contract confirming credit facilities for the last one year from July 2022-July 2023All major Hospitals across the country (1 mark each) (include hospitals in Kwale county)1.DIANI BEACH HOSPITAL2.PALM BEACH HOSPITAL3.AGA KHAN HOSPITAL4.MOMBASA HOSPITAL5.PANDYA HOSPITAL6.NYALI CHILDREN HOSPITAL |  6 |  |
| **TC2** | Service DistributionProvide 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).1- 15 Counties-2 mark16-30 Counties-4 Marks30-47 Counties- 6 Marks | 2 marks4 marks6 marks |  |
| **TC3** | Provide Audited Financial Statements for 3 years (2020, 2021 and 2022) with a net asset base of Kshs. 1billion with ISO 9001;2015 CERTIFIED.**Debt/equity ratio**Current Ratio of 2:1 (Current Assets : Current Liabilities)**Solvency Position**Positive net cash flows from operating activities**Gross Premium**Gross Premium in the year 2021/2022 of not less than 500million excluding motor insurance premium | 5marks2 marks2 marks5 marks |  |
| **TC4** | **Cover benefits**• Indicate the benefits and exclusions/exemption clauses if any that the Policy will not coverDemonstrate ability to offer following service in health facilities;Private rooms rateStandard room rate | 5marks5 mark2 mark |  |
| **TC5** | Attach a comprehensive proposal on; • Underwriting and claims settlement (3Marks) • Case Management (3 Marks) • Service level agreement indicating timelines (3 Marks) and • Sample policy documents indicating all free benefits and exclusions (5 Marks | **3****3****3****5** |  |
| **TC6** | Underwriter to provide a number of FIVE current/done largest clients on medical cover during year 2021/22 and each of the client must have paid a premium of Ksh 25 Million. (CAK reserves the right to confirmdirectly with these firms) (Provide copies of signed Contract documents with corresponding LSOs, LPOs and Award Letters: prorate incase attaching less than five) | **10** |  |
| **TC7** | Facilitate Health Talks at least once every quarter. | **2** |  |
| **TC8** | Executive medical check for Principal members at least once annually covering Blood pressure check, Lipid profile determination (cholesterol check), Kidney check (urinalysis, serum creatinine, KUB ultrasound), Complete Blood Count, Fasting Blood Sugar, Stool analysis with Occult Blood – Fob-Fit, Radiology investigation as necessary and Personal one-on-one consultation with an executive health physician. | **5** |  |
| **TC9** | **Qualifications of key personnel and Experience (6 staff)**a) A bidder must propose a team of three (3) Staff to handle this assignmentb) For the proposed staff, the bidder must provide evidence of professional, technical training and experience of bidder’s Staff;c) As evidence of relevant training and experience the bidder must provide CVs, Academic Certificates, professional certificates and practicing licenses of the key technical staff who will be engaged in the assignment. (3 other STAFF)d) The CVs must be signed by the proposed professional and authorized representative submitting the proposal.e) Current practicing license from the relevant profession should be submitted | **18** |  |
| **Total marks for this section** | **85** |  |

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
|  | **Bidder’s Requirement** | **How Marks Will Be Awarded****(The bidder is expected to do a****write-up confirming each of the items below)** | **Total marks** |  |

|  |  |  |  |
| --- | --- | --- | --- |
| **TC** | **TECHNICAL REQUIREMENT** | **Total marks** | **Marks earned** |
| **TR10** | Evidence of Value Addition Services to the cover eg added benefits not common in other schemes, concessions, Wider Coverage, better Extensions etc. | Proposal on cover for babies for non- term babies (born before 38 weeks) (1marks) | **3** |  |
| Allow automatic addition/deletion ofmembers (2 marks) | **1** |
| Proposal on cover for members withdependents beyond the CAK approved limits (M+5) (1 marks) | **1** |
| Cover jurisdiction to include East African Countries and overseas when on short term visits(1 marks) | **1** |
| Allow treatment outside Kenya (1marks) | **1** |
| Any other two unique addition (4marks) | **4** |
|  |
| **TR11** | Cash claims for areas not covered by provider network or where theattending doctor is not in the panel and if the patient has a long history with the doctor. | **3** |  |
| **Total marks for this section** | **15** |  |
| **TOTAL MARKS TC1-TC9 & TR10-TR11** | **100** |  |

**IMPORTANT NOTES TO THE BIDDER**

* No changes on sub-limits that are to the disadvantage of the procuring entity can be introduced after the award
* For any bidder who have provided this service to CAK before, should they be successful in this tender they will enter into a new contract with the CAK and the cover benefits should not be limited in any way by tying them to the benefits that are currently existing to staff e.g limitation on spectacles to two years that take into account periods in the past covers, number of dependents etc
* CAK will make payments for the premium directly to the successful **underwriter.**

### Negotiations **may be** held with the tenderer with the lowest evaluated bidder, and upon successful negotiations will be awarded the contract. If negotiations fail with the tenderer with the lowest evaluated bidder, the bidder with the second lowest evaluated bidder will be invited by the Kwale County Assembly for negotiations, and upon successful negotiations, be awarded the tender.

#### Eligibility to financial evaluation stage

* To be eligible for the financial evaluation, bidders must score 70 and above Marks at the Technical Evaluation Stage.
* County Assembly of Kwale may carry out due diligence before award of the tender.
1. **FINANCIAL EVALUATION
Stage Three: Financial Evaluation**
2. The bidder with the lowest evaluated financial proposal will be recommended for the award of the contract.
3. County Assembly of Kwale will make payments of premium in installments.
4. Successful tenderer shall furnish the County Assembly of Kwale with a performance security of 10% of the contract amount within 28 days of receipt of the notification of Contract Award

## SECTION IV- TENDERING FORMS

#### Form of Tender

### **(Amended and issued pursuant to PPRA CIRCULAR No. 02/2022)**

***INSTRUCTIONS TO TENDERERS***

1. *All italicized text is to help the Tenderer in preparing this form.*
2. *The Tenderer must prepare this Form of Tender on stationery with its letterhead clearly showing the Tenderer's complete name and business address. Tenderers are reminded that this is a mandatory requirement.*
3. *Tenderer must complete and sign CERTIFICATE OF INDEPENDENT TENDER DETERMINATION and the SELF DECLARATION FORMS OF THE TENDERER as listed under (s) below.*

**Date of this Tender submission** 9TH OCTOBER 2023

**Tender Name PROVISION FOR MEDICAL COVER ISURANCE SERVICES FOR MCA & BOARD MEMBERS OF KWALE COUNTY ASSEMBLY**

 **and Identiﬁcation**:....................*[insert identiﬁcation]* **Alternative No.**:.............................................*[insert identiﬁcation No if this is a Tender for an alternative]*

To: Kwale County Assembly

1. ***No reservations:*** We have examined and have no reservations to the tendering document, including Addenda issued in accordance with ITT 9;
2. ***Eligibility****:* We meet the eligibility requirements and have no conﬂict of interest in accordance with ITT 4;
3. ***Tender-Securing Declaration:*** We have not been suspended nor declared ineligible by the Procuring Entity based on execution of a Tender-Securing Declaration or Proposal-Securing Declaration in Kenya in accordance with ITT 21;
4. ***Conformity:*** We offer to provide the Insurance Services in conformity with the tendering document of the following: [*insert the list of items tendered for and a brief description of the Insurance Services*];

#### SCHEDULE OF TENDERED ITEMS ND PRICES

|  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- |
| 1 | 2 | 3 | 4 | 5 | 6 | 7 |
| **No of item to be insured**  | **Brief description of item to be insured** | **Value of item to be insured** | **Insurance period**  | **Insurance Premium per annum (Tender Price)**  | **Price discount (if any)**  | **Total Tender Price for Insurance Service per annum**  |
| No 1 |  |  |  |  |  |  |
| No 2 |  |  |  |  |  |  |
| No 3 |  |  |  |  |  |  |

1. ***Discounts:*** The discounts offered and the methodology for their application are:
	1. The discounts offered are: N/A
	2. The exact method of calculations to determine the net price after application of discounts is shown below:
2. ***Tender Validity Period:*** Our Tender shall be valid for the period speciﬁed in TDS 19.1(as amended if applicable) from the date ﬁxed for the Tender submission deadline (speciﬁed in TDS 23.1(as amended if applicable), and it shall remain binding upon us and may be accepted at any time before the expiration of that period;
3. ***Performance Security:*** If our Tender is accepted, we commit to obtain a Performance Security in accordance with the tendering document;
4. ***One Tender Per Tenderer:*** We are not submitting any other Tender (s) as an individual Tenderer, and we are not participating in any other Tender (s) as a Joint Venture member or as a subcontractor, and meet the requirements of ITT 4.3, other than alternative Tenders submitted in accordance with ITT 14;
5. ***Suspension and Debarment****:* We, along with any of our subcontractors, suppliers, consultants, manufacturers, or insurance Providers for any part of the contract, are not subject to, and not controlled by any entity or individual that is subject to, a temporary suspension or a debarment imposed by the PPRA. Further, we are not in eligible under Kenya's ofﬁcial regulations or pursuant to a decision of the United Nations Security Council;
6. ***State-owned enterprise or institution****:* [*select the appropriate option and delete the other*] [*We are not a state- owned enterprise or institution*]/ [*We are a state-owned enterprise or institution but meet the requirements of ITT 4.6*];
7. ***Commissions, gratuities and fees****:* We have paid, or will pay the following commissions, gratuities, or fees with respect to the Tendering process or execution of the Contract: *[insert complete name of each Recipient, including Insurance Brokers, its full address, the reason for which each commission or gratuity was paid and the amount and currency of each such commission or gratuity,]*

|  |  |  |  |
| --- | --- | --- | --- |
| **Name of Recipient** | **Address** | **Reason** | **Amount** |
|  |  |  |  |
|  |  |  |  |
|  |  |  |  |
|  |  |  |  |

(If none has been paid or is to be paid, indicate “none.”)

[Delete if not appropriate, or amend to suit] We conﬁrm that we understand the provisions relating to Standstill Period as described in this tendering document and the Procurement Regulations.

1. ***Binding Contract:*** We understand that this Tender, together with your written acceptance thereof included in your Form of Acceptance, shall constitute a binding contract between us, until a formal contract is prepared and executed;
2. ***Not Bound to Accept:*** We understand that you are not bound to accept the lowest evaluated cost Tender, the Best Evaluated Tender or any other Tender that you may receive;
3. ***Fraud and Corruption:*** We here by certify that we have taken steps to ensure that no person acting for us or on our behalf engages in any type of Fraud and Corruption.
4. ***Collusive practices:*** We here by certify and conﬁrm that the tender is genuine, non-collusive and made with the intention of accepting the contract if awarded. To this effect we have signed the “Certiﬁcate of Independent tender Determination” attached below; and
5. ***Code of Ethical Conduct:*** We under take to adhere by the Code of Ethics for Persons Participating in Public Procurement and Asset Disposal, copy available from (specify website) during the procurement process and the execution of any resulting contract.
6. **Beneﬁcial Ownership Information:** We commit to provide to the procuring entity the Beneﬁcial Ownership Information in conformity with the Beneficial Ownership Disclosure Form upon receipt of notiﬁcation of intention to enter into a contract in the event we are the successful tenderer in this subject procurement proceeding.
7. We, the Tenderer, have duly completed, signed and stamped the following Forms as part of our Tender:
8. Tenderer's Eligibility; Conﬁdential Business Questionnaire – to establish we are not in any conﬂict to interest.
9. Certiﬁcate of Independent Tender Determination – to declare that we completed the tender without colluding with other tenderers.
10. Self-Declaration of the Tenderer–to declare that we will, if awarded a contract, not engage in any form of fraud and corruption.
11. Declaration and commitment to the Code of Ethics for Persons Participating in Public Procurement and Asset Disposal.

Further, we conﬁrm that we have read and understood the full content and scope of fraud and corruption as informed in “Appendix 1-Fraud and Corruption” attached to the Form of Tender.

Name of the Tenderer: \*[insert complete name of person signing the Tender]

Name of the person duly authorized to sign the Tender on behalf of the Tenderer: \*\*:................. [insert complete name of person duly authorized to sign the Tender]

Title of the person signing the Tender:................. [insert complete title of the person signing the Tender ] Signature of the person named above :................ [insert signature of person whose name and capacity are shown above]

Date signed:........................................................ [insert date of signing] day of [insert month], [insert year].

## TENDERER'S ELIGIBILITY-CONFIDENTIAL BUSINESS QUESTIONNAIRE

#### Instruction to Tenderer

Tender is instructed to complete the particulars required in this Form, *one form for each entity if Tender is a JV.* Tenderer is further reminded that it is an offence to give false information on this Form.

#### a) Tenderer's details

|  |  |  |
| --- | --- | --- |
|  | **ITEM** | **DESCRIPTION** |
| 1 | Name of the Procuring Entity |  |
| 2 | Reference Number of the Tender |  |
| 3 | Date and Time of Tender Opening |  |
| 4 | Name of the Tenderer |  |
| 5 | Full Address and Contact Details of the Tenderer. | 1. Country
2. City
3. Location
4. Building
5. Floor
6. Postal Address
7. Name and email of contact person.
 |
| 6 | Current Trade License Registration Number and Expiring date |  |
| 7 | Name, country and full address (*postal and physical addresses, email, and telephone number*) of Registering Body/Agency  |  |
| 8 | Description of Nature of Business |  |
| 9 | Maximum value of business which the Tenderer handles. |  |
| 10 | If a Kenyan tenderer, he/she has provided a current tax clearance certificate or tax exemption certificate issued by the the Kenya Revenue Authority.  |  |
| 11 | State if Tenders Company is listed in stock exchange, give name and full address (*postal and physical addresses, email, and telephone number*) of state which stock exchange |  |

**General and Speciﬁc Details**

(b) **Sole Proprietor, provide** the following details.

Name in full Age Nationality Country of Origin Citizenship

1. **Partnership,** provide the following details.

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
|  | **Names of Partners** | **Nationality** | **Citizenship** | **% Shares owned** |
| 1 |  |  |  |  |
| 2 |  |  |  |  |
| 3 |  |  |  |  |

1. **Registered Company,** provide the following details.

i) Private or publicCompany..................................................................................................

ii) State the nominal and issued capital of theCompany.........................................................

Nominal Kenya Shillings (Equivalent)................................................................................

Issued Kenya Shillings (Equivalent)....................................................................................

1. Give details of Directors as follows.

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
|  | **Names of Director** | **Nationality** | **Citizenship** | **% Shares owned** |
| 1 |  |  |  |  |
| 2 |  |  |  |  |
| 3 |  |  |  |  |

#### DISCLOSURE OF INTEREST-Interest of the Firm in the Procuring Entity.

* 1. Are there any person/persons in…………………… (*Name of Procuring Entity) who* has/ have an interest or relationship in this ﬁrm? Yes/No………………………

If yes, provide details as follows.

|  |  |  |  |
| --- | --- | --- | --- |
|  | **Names of Person** | **Designation in the Procuring Entity** | **Interest or Relationship with Tenderer** |
| 1 |  |  |  |
| 2 |  |  |  |
| 3 |  |  |  |

## Conﬂict of interest disclosure

|  | **Type of Conflict** | **Disclosure****YES OR NO** | **If YES provide details of the relationship with Tenderer** |
| --- | --- | --- | --- |
| 1 | Tenderer is directly or indirectly controls, is controlled by or is under common control with another tenderer. |  |  |
| 2 | Tenderer receives or has received any direct or indirect subsidy from another tenderer. |  |  |
| 3 | Tenderer has the same legal representative as another tenderer |  |  |
| 4 | Tender has a relationship with another tenderer, directly or through common third parties that puts it in a position to influence the tender of another tenderer, or influence the decisions of the Procuring Entity regarding this tendering process. |  |  |
| 5 | Any of the Tenderer’s affiliates participated as a consultant in the preparation of the design or technical specifications of the works that are the subject of the tender.  |  |  |
| 6 | Tenderer would be providing goods, works, non-consulting services or consulting services during implementation of the contract specifiedin this Tender Document.  |  |  |
| 7 | Tenderer has a close business or family relationship with a professional MCA of the Procuring Entity who are directly or indirectly involved in the preparation of the Tender document or specifications of the Contract, and/or the Tender evaluation process of such contract. |  |  |
| 8 | Tenderer has a close business or family relationship with a professional MCA of the Procuring Entity who would be involved in the implementation or supervision of the Contract.  |  |  |
| 9 | Has the conflict stemming from such relationship stated in item 7 and 8 above been resolved in a manner acceptable to the Procuring Entity throughout the tendering process and execution of the Contract? |  |  |

#### Certiﬁcation

On behalf of the Tenderer, I certify that the information given above is complete, current and accurate as at the date of submission.

Full Name Title or Designation

*(Signature) (Date)*

## CERTIFICATE OF INDEPENDENT TENDER DETERMINATION

I, the undersigned, in submitting the accompanying Letter of Tender to the\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ [Name of Procuring Entity] for: [Name and number of tender] in response to the request for tenders made by: [Name of Tenderer] do hereby make the following statements that I certify to be true and complete in every respect:

I certify, on behalf of [Name of Tenderer] that:

1. I have read and I understand the contents of this Certiﬁcate;
2. IunderstandthattheTenderwillbedisqualiﬁedifthisCertiﬁcateisfoundnottobetrueandcompleteinevery respect;
3. I am the authorized representative of the Tenderer with authority to sign this Certiﬁcate, and to submit the Tender on behalf of the Tenderer;
4. For the purposes of this Certiﬁcate and the Tender, I understand that the word “competitor” shall include any individual or organization, other than the Tenderer, whether or not afﬁliated with the Tenderer, who:
	1. Has been requested to submit a Tender in response to this request for tenders;
	2. could potentially submit a tender in response to this request for tenders, based on their qualiﬁcations, abilities or experience;
5. The Tenderer discloses that [check one of the following, as applicable]:
	1. The Tenderer has arrived at the Tender independently from, and without consultation, communication, agreement or arrangement with, any competitor;
	2. The Tenderer has entered into consultations, communications, agreements or arrangements with one or more competitors regarding this request for tenders, and the Tenderer discloses, in the attached document (s), complete details thereof, including the names of the competitors and the nature of, and reasons for, such consultations, communications, agreements or arrangements;
6. In particular, without limiting the generality of paragraphs (5)(a) or (5)(b) above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
	1. prices;
	2. methods, factors or formulas used to calculate prices;
	3. the intention or decision to submit, or not to submit, a tender; or
	4. the submission of a tender which does not meet the speciﬁcations of the request for Tenders; except as speciﬁcally disclosed pursuant to paragraph (5)(b) above;
7. In addition, there has been no consultation, communication, agreement or arrangement with any competitor regarding the quality, quantity, speciﬁcations or delivery particulars of the works or services to which this request for tenders relates, except as speciﬁcally authorized by the procuring authority or as speciﬁcally disclosed pursuant to paragraph (5)(b) above;
8. The terms of the Tender have not been, and will not be, knowingly disclosed by the Tenderer, directly or indirectly, to any competitor, prior to the date and time of the ofﬁcial tender opening, or of the awarding of the Contract, whichever comes ﬁrst, unless otherwise required by law or as speciﬁcally disclosed pursuant to paragraph (5)(b) above.

Name Title Date *[Name, title and signature of authorized agent of Tenderer and Date]*

## SELF-DECLARATION FORMS

**FORM SD1**

## 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

**FORM SD2**

## SELF DECLARATION THAT THE 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.

1. THAT the aforesaid Bidder, its servants and/or agents /subcontractors will not engage in any corrupt or fraudulent practice and has not been requested to pay any inducement to any member of the Board, Management, MCA and /or employees and /or agents of……………………. *(Insert name of the Procuring entity)* which is the procuring entity.
2. THAT the aforesaid Bidder, its servants and/or agents /subcontractors have not offered any inducement to any member of the Board, Management, MCA and /or employees and /or agents of……………………. *(Name of the procuring entity)*.
3. THAT the aforesaid Bidder will not engage /has not engaged in any corrosive practice with other bidders participating in the subject tender
4. THAT what is deponed to herein above is true to the best of my knowledge, information and belief.

…………………………………. ………………………………. ………………

 (Title) (Signature) (Date)

Bidder Ofﬁcial Stamp

##

## DECLARATION AND COMMITMENT TO THE CODE OF ETHICS

I, ......................................................................................................(person) on behalf of ***(Name of the Business/***

***Company/ Firm***) ……………………………………………………. declare that I have read and fully understood the contents of the Public Procurement & Asset Disposal Act, 2015, Regulations and the Code of Ethics for persons participating in Public Procurement and Asset Disposal and my responsibilities under the Code.

I do hereby commit to abide by the provisions of the Code of Ethics for persons participating in Public Procurement and Asset Disposal.

Name of Authorized Signatory ..........................................……………………………… Sign……………....................................................................................................................

Position……………........................................................................................................................................

Ofﬁce address………………………………………………. Telephone…………….......…………………. E-mail ................................................……

Name of the Firm/Company………................................................................................…………

Date ……………………………………..............................................................................…………

#### (Company Seal/ Rubber Stamp where applicable)

Witness Name ....................................................................…..………………….

Sign ……………………….........................................................................................…………

Date …………………………………………….................................................................................

#### APPENDIX 1-FRAUD AND CORRUPTION

*(Appendix 1 shall not be modiﬁed)*

#### Purpose

* + 1. The Government of Kenya's Anti-Corruption and Economic Crime laws and their sanction's policies and procedures, Public Procurement and Asset Disposal Act *(no. 33 of 2015)* and its Regulation, and any other Kenya's Acts or Regulations related to Fraud and Corruption, and similar offences, shall apply with respect to Public Procurement Processes and Contracts that are governed by the laws of Kenya.

#### Requirements

* + 1. The Government of Kenya requires that all parties including Procuring Entities, Tenderers, (applicants/proposers), Consultants, Contractors and Suppliers; any Sub-contractors, Sub-consultants, Service providers or Suppliers; any Agents(whether declared or not); and any of their Personnel, involved and engaged in procurement under Kenya's Laws and Regulation, observe the highest standard of ethics during the procurement process, selection and contract execution of all contracts, and refrain from Fraud and Corruption and fully comply with Kenya's laws and Regulations as per paragraphs1.1above.
		2. Kenya's public procurement and asset disposal act *(no. 33 of 2015)* under Section 66 describes rules to be followed and actions to be taken in dealing with Corrupt, Coercive, Obstructive, Collusive or Fraudulent practices, and Conﬂicts of Interest in procurement including consequences for offences committed. A few of the provisions noted below highlight Kenya's policy of no tolerance for such practices and behavior:
			1. A person to whom this Act applies shall not be involved in any corrupt, coercive, obstructive, collusive or fraudulent practice; or conﬂicts of interest in any procurement or asset disposal proceeding;
			2. A person referred to under subsection (1) who contravenes the provisions of that sub-section commits an offence;
			3. Without limiting the generality of the subsection (1) and (2), the person shall be: -
				1. disqualiﬁed from entering into a contract for a procurement or asset disposal proceeding; or
				2. if a contract has already been entered into with the person, the contract shall be voidable;
			4. The voiding of a contract by the procuring entity under subsection (7) does not limit any legal remedy the procuring entity may have;
			5. An employee or agent of the procuring entity or a member of the Board or committee of the procuring entity who has a conﬂict of interest with respect to a procurement—
				1. Shall not take part in the procurement proceedings;
				2. shall not, after a procurement contract has been entered into, take part in any decision relating to the procurement or contract; and
				3. shall not be a subcontractor for the tenderer to whom was awarded contract, or a member of the group of tenderers of whom the contract was awarded, but the subcontractor appointed shall meet all the requirements of this Act.
			6. An employee, agent or member described in subsection (1) who refrains from doing anything prohibited under that subsection, but for that subsection, would have been within his or her duties shall disclose the conﬂict of interest to the procuring entity;
			7. If a person contravenes subsection (1) with respect to a conﬂict of interest described in subsection (5)(a) and the contract is awarded to the person or his relative or to another person in whom one of them had a direct or indirect pecuniary interest, the contract shall be terminated and all costs incurred by the public entity shall be made good by the awarding ofﬁcer. Etc.
		3. Incompliance with Kenya's laws, regulations and policies mentioned above, the Procuring Entity:
1. Deﬁnes broadly, for the purposes of the above provisions, the terms set forth below as follows:
	1. “corrupt practice” is the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to inﬂuence improperly the actions of another party;
	2. “fraudulent practice” is any act or omission, including misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain ﬁnancial or other beneﬁt or to avoid an obligation;
	3. “collusive practice” is an arrangement between two or more parties designed to achieve an improper purpose, including to inﬂuence improperly the actions of another party;
	4. “coercive practice” is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to inﬂuence improperly the actions of a party;
	5. “obstructive practice” is:
		* Deliberately destroying, falsifying, altering, or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede investigation by Public Procurement Regulatory Authority (PPRA) or any other appropriate authority appointed by Government of Kenya into allegations of a corrupt, fraudulent, coercive, or collusive practice; and/ or threatening, harassing, or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation; or
		* acts intended to materially impede the exercise of the PPRA's or the appointed authority's inspectionandauditrightsprovidedforunderparagraph2.3e. below.
2. Deﬁnes more speciﬁcally, in accordance with the above procurement Act provisions set forth for fraudulent and collusive practices as follows:

"fraudulent practice" includes a misrepresentation of fact in order to inﬂuence a procurement or disposal process or the exercise of a contract to the detriment of the procuring entity or the tenderer or the contractor, and includes collusive practices amongst tenderers prior to or after tender submission designed to establish tender prices at artiﬁcial non-competitive levels and to deprive the procuring entity of the beneﬁts of free and open competition.

1. Rejects a proposal for award1of a contract if PPR A determines that the ﬁrm or individual recommended for award, any of its personnel, or its agents, or its sub-consultants, sub-contractors, service providers, suppliers and/ or their employees, has, directly or indirectly, engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices in competing for the contract in question;
2. Pursuant to the Kenya's above stated Acts and Regulations, may sanction or debar or recommend to appropriate authority (I e s) for sanctioning and debarment of a ﬁrm or individual, as applicable under the Acts and Regulations;
3. Requires that a clause be included in Tender documents and Request for Proposal documents requiring(i) Tenderers (applicants/proposers), Consultants, Contractors, and Suppliers, and their Sub-contractors, Sub- consultants, Service providers, Suppliers, Agents personnel, permit the PPRA or any other appropriate authority appointed by Government of Kenya to inspect2all accounts, records and other documents relating to the procurement process, selection and/or contract execution, and to have them audited by auditors appointed by the PPRA or any other appropriate authority appointed by Government of Kenya; and
4. Pursuant to Section 62 of the above Act, requires Applicants/Tenderers to submit along with their Applications/Tenders/Proposals a “Self-Declaration Form” as included in the procurement document declaring that they and all parties involved in the procurement process and contract execution have not engaged/will not engage in any corrupt or fraudulent practices.

*1 For the avoidance of doubt, a party's ineligibility to be awarded a contract shall include, without limitation, (i) applying for pre-qualification, expressing interest in a consultancy, and tendering, either directly or as a nominated sub-contractor, nominated consultant, nominated manufacturer or supplier, or nominated service provider, in respect of such contract, and (ii) entering into an addendum or amendment introducing a material modification to any existing contract.*

*2Inspections in this context usually are investigative (i.e., forensic) in nature. They involve fact-finding activities undertaken by the Investigating Authority or persons appointed by the Procuring Entity to address specific matters related to investigations/audits, such as evaluating the veracity of an allegation of possible Fraud and Corruption, through the appropriate mechanisms. Such activity includes but is not limited to: accessing and examining a firm's or individual's financial records and information, and making copies thereof as relevant; accessing and examining any other documents, data and information (whether in hard copy or electronic format) deemed relevant for the investigation/audit, and making copies thereof as relevant; interviewing MCA and other relevant individuals; performing physical inspections and site visits; and obtaining third party verification of information.*

35

## SCHEDULE OF PRICES FORM

**IN AND OUTPATIENT, MATERNIITY, OPTICAL AND DENTAL OPTION FOR MCA OF KWALECOUNTY 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 | 3,000,000 | 200,000 | 100,000 | 50,000 | 50,000 |  |
| **K-Q** | 32 | 3,000,000 | 200,000 | 100,000 | 50,000 | 50,000 |  |
| **Grand Total** |  |  |  |  |  |  |  |

Name of Tenderer *...........................................................................................................................................*

Signature of Tenderer*...................................................................................................................................*

Date*..............................................................................................................................................................*

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

1. Hospitalization (admission in NHIF accredited hospitals) including full diagnosis and treatment, discharge from hospital and the cost of treatment.
2. Accommodation and meals for caretaker, parent/ guardian accompanying a child below 7 years.
3. Non accidental dental and non-accidental optical cover
4. Specialist’s fee including surgeons, anesthetics psychiatrists e.tc
5. Laboratory investigations, X-rays, ultra sound, ECG, MRI Scans
6. Prescribed drugs, dressings surgical appliances and nursing procedures
7. Operating theatre fee
8. Intensive care unit (ICU) High Dependency Unit (HDU)
9. Radiotherapy, Chemotherapy, physiotherapy
10. Gynecological treatment
11. Day care surgery
12. Accident hospitalization
13. Rescue and evacuation in case of emergency
14. Treatment overseas if not locally available when advised by medical practitioner
15. Chronic recurrent conditions
16. Worldwide cover
17. HIV /AIDS related conditions and prescribed ARV’s
18. Psychiatric and psychological illness treatment.

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

**For out-patient the scope of the cover shall be on Administration and shall include the conditions listed herein among others.**

1. Routine outpatient consultation;

2. Diagnostic Laboratory and Radiology services;

3. Prescribed Physiotherapy;

4. Prescribed drugs and dressings;

5. HIV/AIDS related conditions and prescribed ARV’s

6. Routine Immunization (KEPI)

7. Routine Antenatal checkups (Max 1 U/S exam)

8. Postnatal care up to six weeks post-delivery;

9. Chronic and recurring conditions;

10. Outpatient Emergency Ambulance Services;

11. Dental services: extraction, filling, scaling, polishing and ex ray

12. Optical services: ophthalmologist expenses, prescribed lenses (including Antiglare Lenses and contact lenses

13. Immunizations/vaccination;

14. Counseling services;

15. Specialist opinion on referral basis

16. Health Education

17.Treatment for any major pandemic e.g., COVID 19 including testing and treatment within full inpatient cover

18. Any additional benefits should be specified by the bidder

19. pre-existing and chronic condition to be covered to the full benefit within the in-patient cover.

**Exclusions**

1. Weight management treatment and drugs;

2. Cosmetic Treatments;

3. Nutritional supplements unless prescribed as part of medical treatment of specified conditions;

4. Self-referred or self-prescribed treatment;

5. Alternative (acupuncture, chiropractor, homeopathy etc.) and herbal medicine;

6. Experimental treatment.

7. Participating in extreme sports

## Age limit must be as follows;

## Main member, spouse and up to four children below 25years fully dependent on main member.

## Age limit for main member and spouse to be 18 to 75 years

## Children with disability to be covered for as long as they continue to be dependent on the principal member

## Children to be covered from birth to 18 years or up to 25 years if in school.

Name of Tenderer *...........................................................................................................................................[insert complete name of Tenderer]*

Signature of Tenderer*................................................................................................................................... [signature of person signing the Tender]*

Date*.............................................................................................................................................................. [insert date]*

## TENDERER INFORMATION FORM

*[The Tenderer shall ﬁll in this Form in accordance with the instructions indicated below. No alterations to its format shall be permitted and no substitutions shall be accepted.]*

Date: .............................................................*[insert date (as day, month and year) of Tender submission]*

ITT No.: ........................................................*[insert number of Tendering process]*

Alternative No.: ...........................................*[insert identiﬁcation No if this is a Tender for an alternative]*

|  |
| --- |
| 1. Tenderer’s Name *[insert Tenderer’s legal name]* |
| 3. Tenderer’s actual or intended country of registration: *[insert actual or intended country of registration]* |
| 4. Tenderer’s year of registration: *[insert Tenderer’s year of registration]* |
| 5. Tenderer’s Address in country of registration: *[insert Tenderer’s legal address in country of registration]* |
| 6. Tenderer’s Authorized Representative Information Name: *[insert Authorized Representative’s name]* Address: *[insert Authorized Representative’s Address]* Telephone: *[insert Authorized Representative’s telephone/fax numbers]* Email Address: *[insert Authorized Representative’s email address]* |
| 7. Attached are copies of original documents of *[check the box(es) of the attached original documents]*🞎 Articles of Incorporation (or equivalent documents of constitution or association), and/or documents of registration of the legal entity named above, in accordance with ITT 4.4.🞎 A current tax clearance certificate or tax exemption certificate issued by the the Kenya Revenue Authority, if tender is a Kenyan tenderer, in accordance with ITT 4.15.🞎 In case of state-owned enterprise or institution, in accordance with ITT 4.6 documents establishing:* Legal and financial autonomy
* Operation under commercial law
* Establishing that the Tenderer is not under the supervision of the agency of the Procuring Entity

2. Included are the organizational chart and a list of Board of Directors |

## QUALIFICATION INFORMATION

1.1 Constitution or legal status of Tenderer: ..........................................................................[*attach copy]*

Place of registration: ....................................................................................................... [*insert]*

Principal place of business: ............................................................................................. [*insert]*

Power of attorney of signatory of Tender: ........................................................................ [*attach]*

1.2 Total annual volume of services performed in ﬁve years, in the internationally traded currency speciﬁed **in the TDS**: ...............................................[*insert]*

1.3 Services performed as prime Insurance Provider on the provision of Services of a similar nature and volume over the last ﬁve years. The values should be indicated in the same currency used for Item 1.2 above. Also list details of Services underway or committed, including expected completion date.

|  |  |  |  |
| --- | --- | --- | --- |
| **Item Insured and name of country** | **Name of Procuring Entity and contact person** | **Type of Services provided and year of completion** | **Value of contract** |
| (a)(b) |  |  |  |

### 1.4 Financial reports for the last ﬁve years: balance sheets, proﬁt and loss statements, auditors' reports, etc. List and attach copies.

 1.5 Name, address, and telephone, and facsimile numbers of banks that may provide references if contacted by the Procuring Entity.

 1.6 Information regarding any litigation, current or within the last ﬁve years, in which the Tenderer is or has been involved.

Other party(ies) Cause of dispute Details of litigation award Amount involved

* + 1. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
		2. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 1.7 Statement of compliance with the requirements of ITT 4.2.

 1.8 Any additional information required

## NOTIFICATION OF INTENTION TO AWARD

##### [This Notiﬁcation of Intention to Award shall be sent to each Tenderer that submitted a Tender.] [Send this Notiﬁcation to the Tenderer's Authorized Representative named in the Tenderer Information Form]

1. For the attention of Tenderer's Authorized Representative Name: ...................................................... *[insert Authorized Representative’s name]*

Address: ..........................................................*[insert Authorized Representative's Address]*

Telephone numbers: ..................................*......[insert Authorized Representative's telephone/fax numbers]*

Email Address: ...............................................*[insert Authorized Representative's email address]*

##### [IMPORTANT: insert the date that this Notiﬁcation is transmitted to Tenderers. The Notiﬁcation must be sent to all Tenderers simultaneously. This means on the same date and as close to the same time as possible.]

**DATEOFTRANSMISSION**: This Notiﬁcation is sent by: [*email/fax*] on [*date*](local time) **ProcuringEntity:**..............................................*[insertthenameoftheProcuringEntity]*

**Contract title:** ..............................................*.....[insert the name of the contract]*

**ITT No:** .............................................................*[insert ITT reference number from Procurement Plan]*

This Notiﬁcation of Intention to Award (Notiﬁcation) notiﬁes you of our decision to award the above contract. The transmission of this Notiﬁcation begins the Standstill Period. During the Standstill Period you may:

1. Request a debrieﬁng in relation to the evaluation of your Tender, and/or
2. Submit a Procurement-related Complaint in relation to the decision to award the contract.

**The successful Tenderers are listed below.**

|  |  |  |  |
| --- | --- | --- | --- |
| **1** | **2** | **3** | **3** |
| **No of item to be insured**  | **Description of Item** | **Name of Tenderer** | **Tender Price**  |
| No 1 |  |  |  |
| No 2 |  |  |  |
| No 3 |  |  |  |

1. **Other Tenderers [INSTRUCTIONS: insert names of all Tenderers that submitted a Tender. If the Tender's price was evaluated include the evaluated price as well as the Tender price as read out.]**

|  |  |  |  |
| --- | --- | --- | --- |
| **1** | **2** | **3** | **3** |
| **No of item to be insured**  | **Description of Item** | **Name of Tenderer** | **Tender Price**  |
| No 1 |  |  |  |
| No 2 |  |  |  |
| No 3 |  |  |  |

1. **How to request a debrieﬁng**

**DEADLINE: The deadline to request a debrieﬁng expires at midnight on [*insert date*] (local time).**

You may request a debrieﬁng in relation to the results of the evaluation of your Tender. If you decide to request a debrieﬁng your written request must be made within three (3) Business Days of receipt of this Notiﬁcation of Intention to Award.

Provide the contract name, reference number, name of the Tenderer, contact details; and address the request for debrieﬁng as follows:

**Attention**:.......................................................................[*insert full name of person, if applicable*]

**Title/position**: ................................................................[*insert title/position*]

**Agency**:...........................................................................[*insert name of Procuring Entity*]

**Email address**:................................................................[*insert email address*]

If your request for a debrieﬁng is received within the 3 Business Days deadline, we will provide the debrieﬁng within ﬁve (5) Business Days of receipt of your request. If we are unable to provide the debrieﬁng within this period, the Standstill Period shall be extended by ﬁve (5) Business Days after the date that the debrieﬁng is provided. If this happens, we will notify you and conﬁrm the date that the extended Standstill Period will end.

The debrieﬁng may be in writing, by phone, video conference call or in person. We shall promptly advise you in writing how the debrieﬁng will take place and conﬁrm the date and time.

If the deadline to request a debrieﬁng has expired, you may still request a debrieﬁng. In this case, we will provide the debrieﬁng as soon as practicable, and normally no later than ﬁfteen (15) Business Days from the date of publication of the Contract Award Notice.

1. **How to make a complaint**

**Period: Procurement-related Complaint challenging the decision to award shall be submitted by [*insert date and time*].**

Providethecontractname,referencenumber,nameoftheTenderer,contactdetails; and address the Procurement- related Complaint as follows:

**Attention**:...............................................................[*insert full name of person, if applicable*]

**Title/position**:.........................................................[*insert title/position*]

**Agency**:...................................................................[*insert name of Procuring Entity*]

**Email address**:.........................................................[*insert email address*]

At this point in the procurement process, you may submit a Procurement-related Complaint challenging the decision to award the contract. You do not need to have requested, or received, a debrieﬁng before making this complaint. Your complaint must be submitted with in the Standstill Period and received by us before the Standstill Period ends.

In summary, there are four essential requirements:

* 1. You must be an 'interested party'. In this case, that means a Tenderer who submitted a Tender in this tendering process, and is the recipient of a Notiﬁcation of Intention to Award.
	2. The complaint can only challenge the decision to award the contract.
	3. You must submit the complaint with in the period stated above.
	4. You must include, in your complaint, all of the information required to support the complaint.
	5. The application must be accompanied by the fees set out in the Procurement Regulations, which shall not be refundable (information available from the Public Procurement Authority at [complaints@ppra.go.ke](http://complaints@ppra.go.ke/) or info@ppra.go.ke
1. **Standstill Period**

DEADLINE: The Standstill Period is due to end at midnight on [*insert date*] (local time). The Standstill Period lasts ten (10) Business Days after the date of transmission of this Notiﬁcation of Intention to Award.

The Standstill Period may be extended as stated in Section 4 above. If you have any questions regarding this Notiﬁcation please do not hesitate to contact us.

On behalf of the Procuring Entity:

#### Signature Name: Title/position: Telephone: Email:

## REQUEST FOR REVIEW

**FORM FOR REVIEW(r.203(1))**

**PUBLIC PROCUREMENT ADMINISTRATIVE REVIEW BOARD**

**APPLICATION NO…………….OF……….….20……...**

**BETWEEN**

**…………………………...……………………………….APPLICANT**

**AND**

**…………………………………RESPONDENT (Procuring Entity)**

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

**REQUEST FOR REVIEW**

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

1.

2.

By this memorandum, the Applicant requests the Board for an order/orders that:

1.

2.

SIGNED ……………….(Applicant) Dated on…………….day of ……………/…20……

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

FOR OFFICIAL USE ONLY Lodged with the Secretary Public Procurement Administrative Review Board on…………day of ………....20….………

**SIGNED**

**Board Secretary**

## LETTER OF AWARD

*[Form head paper of the Procuring Entity]*

*........................................[date]*

To:....................................*[name and address of the Insurance Provider]*

This is to notify you that your Tender dated.............................*[date]* for execution of the...........................*[name of the Contract and identiﬁcation number, as given in the Special Conditions of Contract]* for the Contract Price of the equivalent of.............................................*[amount in numbers and words] [name of currency]*, as corrected and modiﬁed in accordance with the Instructions to Tenderers is here by accepted by us (Procuring Entity).

You are requested to furnish the Performance Security within 28 days in accordance with the Conditions of Contract, using, for that purpose, one of the Performance Security Forms included in Section X, Contract Forms, of the tender document.

Please return the attached Contract dully signed Authorized Signature ...................................................

Name and Title of Signatory :....................................................................................................

Name of Agency: ......................................................................................................................

Attachment: Contract

## FORM OF CONTRACT

*[Form head paper of the Procuring Entity]*

#### LUMP-SUM REMUNERATION

This CONTRACT (here in after called the “Contract”) is made the *[day]* day of the month of *[month]*, *[year]*, between, on the one hand, *[name of Procuring Entity]* (here in after called the “Procuring Entity”) and, on the other hand, *[name of Insurance Provider]*(here in after called the“ Insurance Provider”).

[***Note****: In the text below text in brackets is optional; all notes should be deleted in ﬁnal text*. *If the Insurance Provider consist of more than one entity, the above should be partially amended to read as follows:*“… (here in after called the “Procuring Entity”) and, on the other hand, a joint venture consisting of the following entities, each of which will be jointly and severally liable to the Procuring Entity for all the Insurance Provider's obligations under this Contract, namely, *[name of Insurance Provider]* and *[name of Insurance Provider]* (here in after called the “Insurance Provider”).]

WHEREAS

1. the Procuring Entity has requested the Insurance Provider to provide certain Services as deﬁned in the General Conditions of Contract attached to this Contract (here in after called the “Services”);
2. the Insurance Provider, having represented to the Procuring Entity that they have the required professional skills, and personnel and technical resources, have agreed to provide the Services on the terms and conditions set forth in this Contract at a contract price of……………………;

NOW THEREFORE the parties hereto hereby agree as follows:

1. The following documents shall be deemed to form and be read and construed as part of this Agreement, and the priority of the documents shall be as follows:
	1. The Form of Acceptance;
	2. The Insurance Provider's Tender
	3. The General Conditions of Contract;
	4. The Special Conditions of Contract;
	5. The Priced Schedule of Requirements; and
	6. The following Appendices: Appendix: Negotiated and Signed Insurance Policy (I e s)
2. The mutual rights and obligations of the Procuring Entity and the Insurance Provider shall be as set forth in the Contract, in particular:
	1. The Insurance Provider shall carry out the Services in accordance with the provisions of the Contract; and
	2. The Procuring Entity shall make payments to the Insurance Provider in accordance with the provisions of the Contract.

IN WITNESS WHERE OF, the Parties here to have caused this Contract to be signed in the irrespective names as of the day and year ﬁrst above written.

For and on behalf of............................................. *[name of Procuring Entity] [Authorized Representative]*

For and on behalf of *[name of Insurance Provider] [Authorized Representative]*

[***Note****: If the Insurance Provider consists of more than one entity, all these entities should appear as signatories, e.g., in the following manner*:]

For and on behalf of each of the Members of the Insurance Provider.................................................*[name of member] [Authorized Representative]*

*[name of member] [Authorized Representative]*

#### FORM OF TENDER SECURITY-[Option 1–Demand Bank Guarantee]

###### Beneﬁciary: Request for Tenders No: Date: TENDER GUARANTEE No.:

**Guarantor:**

1. We have been informed that (here inafter called "the Applicant") has submitted or will submit to the Beneﬁciary its Tender (here inafter called" the Tender") for the execution of under Request for Tenders No. (“the ITT”).
2. Furthermore, we understand that, according to the Beneﬁciary's conditions, Tenders must be supported by a Tender guarantee.
3. At the request of the Applicant, we, as Guarantor, hereby irrevocably undertake to pay the Beneﬁciary any sum or sums not exceeding in total an amount of ( ) upon receipt by us of the Beneﬁciary's complying demand, supported by the Beneﬁciary's statement, whether in the demand itself or a separate signed document accompanying or identifying the demand, stating that either the Applicant:

(a) has withdrawn its Tender during the period of Tender validity set forth in the Applicant's Letter of Tender (“the Tender Validity Period”), or any extension thereto provided by the Applicant; or

b) having been notiﬁed of the acceptance of its Tender by the Beneﬁciary during the Tender Validity Period or any extension there to provided by the Applicant, (i) has failed to execute the contract agreement, or (ii) has failed to furnish the Performance.

1. This guarantee will expire: (a) if the Applicant is the successful Tenderer, upon our receipt of copies of the contract agreement signed by the Applicant and the Performance Security and, or (b) if the Applicant is not the successful Tenderer, upon the earlier of (i) our receipt of a copy of the Beneﬁciary's notiﬁcation to the Applicant of the results of the Tendering process; or (ii) thirty days after the end of the Tender Validity Period.
2. Consequently, any demand for payment under this guarantee must be received by us at the ofﬁce indicated above onor before that date.

*[signature(s)]*

#### *Note: All italicized text is for use in preparing this form and shall be deleted from the ﬁnal product.*

**FORMAT OF TENDER SECURITY [Option 2–Insurance Guarantee]**

**TENDER GUARANTEE No.:**

1. 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”) for the execution of under Request for Tenders No. (“the ITT”).
2. KNOW ALL PEOPLE by these presents that WE ………………… of ………… [**Name of Insurance Company**] 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, jointly and severally, firmly by these presents.

 Sealed with the Common Seal of the said Guarantor this \_\_\_day of \_\_\_\_\_\_ 20 \_\_.

1. NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that if the Applicant:
	1. has withdrawn its Tender during the period of Tender validity set forth in the Principal's Letter of Tender (“the Tender Validity Period”), or any extension thereto provided by the Principal; or
	2. having been notiﬁed of the acceptance of its Tender by the Procuring Entity during the Tender Validity Period or any extension thereto provided by the Principal; (i) failed to execute the Contract agreement; or (ii) has failed to furnish the Performance Security, in accordance with the Instructions to tenderers (“ITT”) of the Procuring Entity's Tendering document.

then the guarantee undertakes to immediately pay to the Procuring Entity up to the above amount upon receipt of the Procuring Entity's ﬁrst written demand, without the Procuring Entity having to substantiate its demand, provided that in its demand the Procuring Entity shall state that the demand arises from the occurrence of any of the above events, specifying which event(s) has occurred.

1. This guarantee will expire: (a) if the Applicant is the successful Tenderer, upon our receipt of copies of the contract agreement signed by the Applicant and the Performance Security and, or (b) if the Applicant is not the successful Tenderer, upon the earlier of (i) our receipt of a copy of the Beneﬁciary's notiﬁcation to the Applicant of the results of the Tendering process; or (ii)twenty-eight days after the end of the Tender Validity Period.
2. Consequently, any demand for payment under this guarantee must be received by us at the ofﬁce indicated above on or before that date.

 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 *[Date ] [Signature of the Guarantor]*

 *\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_*

 *[Witness] [Seal]*

#### *Note: All italicized text is for use in preparing this form and shall be deleted from the ﬁnal product.*

## FORM OF TENDER-SECURING DECLARATION

*[The Bidder shall complete this Form in accordance with the instructions indicated]*

Date:....................................................*[insert date (as day, month and year) of Tender Submission]*

Tender No.:..........................................*[insert number of tendering process]*

To:.......................................................*[insert complete name of Purchaser]*

I/We, the undersigned, declare that:

1. I/We understand that, according to your conditions, bids must be supported by a Tender-Securing Declaration.
2. I/We accept that I/we will automatically be suspended from being eligible for tendering in any contract with the Purchaser for the period of time of [insert number of months or years] starting on [insert date], if we are in breach of our obligation (s) under the bid conditions, because we– (a) have withdrawn our tender during the period of tender validity speciﬁed by us in the Tendering Data Sheet; or (b) having been notiﬁed of the acceptance of our Bid by the Purchaser during the period of bid validity, (i) fail or refuse to execute the Contract, if required, or (ii) fail or refuse to furnish the Performance Security, in accordance with the instructions to tenders.
3. I/We understand that this Tender Securing Declaration shall expire if we are not the successful Tenderer (s), upon the earlier of:
	1. Our receipt of a copy of your notiﬁcation of the name of the successful Tenderer; or
	2. Thirty days after the expiration of our Tender.
4. I/We understand that if I am/we are/ in a Joint Venture, the Tender Securing Declaration must be in the name of the Joint Venture that submits the bid, and the Joint Venture has not been legally constituted at the time of bidding, the Tender Securing Declaration shall be in the names of all future partners as named in the letter of intent.

Signed:…………………………………………………………………....…..……….. Capacity / title (director or partner or sole proprietor, etc.) ………..........………………. Name:………………………………………………………………………………….. Duly authorized to sign the bid for and on behalf of: .................................*[insert complete name of Tenderer]* Dated on………………….day of……………................…….*[Insert date of signing]*

Seal or stamp

# PART II – SCHEDULE OFINSURANCE REQUIREMENTS

#### SECTION V – SCHEDULE OF REQUIREMENTS

46

**Notes for Preparing the Schedule of Requirements**

1. **Objectives**
	1. The objectives of the Schedule of Requirements are:
		1. To provide sufﬁcient information on the Insurance Services to be performed to enable Tenders to be prepared efﬁciently and accurately; and
		2. When a Contract has been entered into, to provide a priced Schedule of Requirements for use in preparing

#### Insurance Policies.

* 1. The Schedule of Requirements shall be included in the Tendering Document by the Procuring Entity, and shall cover, at a minimum, a description of the Insurance Policies required. In particular, Schedule of Requirements, together with the Price Schedule, should serve as a basis in the event of quantity variation at the time of award of contract.

#### List of items to be insured

The Procuring Entity shall list and number each required Insurance Service and provide full descriptions of the main features of the items to be insured, including the timing of cover. These features shall include physical location (of where the item to insured, as the case may be) and full descriptions of the insurance contingencies to be covered, etc. Care should be taken not to be too restrictive as to limit competition and or availability. The list of the Items to be insured is then summarized on the Table below (Schedule of Requirements). *The Examples given on the Schedule of Requirements below should not be in the ﬁnal Tender Document.*

E.g.

1. Insurance Item N 1. Ofﬁce Building (*Give full Descriptions of the required item to be insured) and contingencies to be covered.*

##### Name and location of the building Number of Floors Estimated area of square meters

***Complete with Constructed of Estimated value Contingencies to be insured (ﬁre, earthquake/hurricane, civil riot, etc.) Etc.***

1. **InsuranceItemN10.Goodsontransit**(*GivefullDescriptionsoftherequiredGoods*).

##### Description of Goods Value of the Goods Location where they are Final destination Mode of transport Duration of transport Percentage of value of Goods to be covered

***Contingencies to be insured (ﬁre, theft, loss of a sinking vessel, etc.) Etc.***

47

## SCHEDULE OF REQUIREMENTS

|  |  |  |  |
| --- | --- | --- | --- |
| JOB GROUP | NO OF MEMBERS | TOTAL NUMBER | TOTAL PREMIUM |
| **R-T** |  M | 0 |  |
|  |  M+2 | 0 |  |
|  |  M+3 | 1 |  |
|  |  M+4 | 0 |  |
|  |  M+5 | 0 |  |
|  |  **TOTAL** | **4** |  |

|  |  |  |  |
| --- | --- | --- | --- |
| JOB GROUP | NO OF MEMBERS | TOTAL NUMBER | TOTAL PREMIUM |
| **K-Q** |  M | 0 |  |
|  |  M+1 | 0 |  |
|  |  M+2 | 15 |  |
|  |  M+3 | 32 |  |
|  |  M+4 | 30 |  |
|  |  M+5 | 78 |  |
|  |  **TOTAL** | **155** |  |

|  |
| --- |
| ***Name of Tenderer:***  |
|  |
| ***Signature of Tenderer:*** |
|  |
| ***Date:*** |

**KEY**

**M+0-Employee Only**

**M+1-Employee and 1 dependent
M+2–Employee and 2 dependents
 M+3–Employee and 3 dependents**

**M+4–Employee and 4dependents**

**M+5–Employee and 5 dependents**

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **NO OF MEMBERS** | **R-T** | **K-Q** | **TOTAL** | **TOTAL PREMIUM** |
|  M+0 |  | 0 | 0 |  |
|  M+1 |  | 0 | 0 |  |
|  M+2 |  | 5 | 15 |  |
|  M+3 | 1 | 8 | 36 |  |
|  M+4 |  | 6 | 30 |  |
|  M+5 |  | 13 | 78 |  |
| **TOTAL** |  |  | **159** |  |

*[The Procuring Entity shall ﬁll in this Form to indicate the List of Insurance Services required by the Procuring Entity [Columns 1-4 and the Tenderer shall complete columns 5- 7 as his/her Tender].*

|  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- |
| **1** | **2** | **3** | **4** | **5** | **6** | **7** | **8** |
| **No of item to be insured**  | **Description of item to be insured** | **Value of item to be insured** | **Major contingencies requiring insurance** | **Insurance period**  | **Insurance Premium per specified period (Tender Price)**  | **Price discount (if any)**  | **Total Tender Price for Insurance Service** **(Col. 6-7)** |
| No 1 |  |  |  |  |  |  |  |
| No 2 |  |  |  |  |  |  |  |
| No 3 |  |  |  |  |  |  |  |

NameofTenderer.............................................................................................................................................................................................*[insertcompletenameofTenderer]*

SignatureofTenderer................................................................................................................................................................................*[signatureofpersonsigningtheTender]*

Date .....................................................................................................................................................................................................................................................*[insert date]*

# PART III – CONDITIONS OF CONTRACT AND CONTRACT FORMS

#### SECTION VI - GENERAL CONDITIONS OF CONTRACT

**A. General Provisions**

* 1. Deﬁnitions

Unless the context otherwise requires, the following terms whenever used in this Contract have the following meanings:

* + 1. “Schedule of Requirements” is the priced and completed list of items of Services to be performed by the Insurance Provider forming part of his Tender;
		2. “Completion Date” means the date of completion of the Services by the Insurance Provider as certiﬁed by the Procuring Entity
		3. “Contract” means the Contract signed by the Parties, to which these General Conditions of Contract (GCC) are attached, together with all the documents listed in Clause1 of such signed Contract;
		4. “Contract Price” means the price to be paid for the performance of the Services, in accordance with Clause 6;
		5. “Procuring Entity” means the Procuring Entity or party who employs the Insurance Provider
		6. “Foreign Currency” means any currency other than the currency of Kenya;
		7. “GCC” means these General Conditions of Contract;
		8. “Government” means the Government of Kenya;
		9. “Local Currency” means Kenya shilling;
		10. “Party” means the Procuring Entity or the Insurance Provider, as the case may be, and “Parties” means both of them;
		11. “Personnel” means persons hired by the Insurance Provider;
		12. “Insurance Provider” is a person or corporate body whose Tender to provide the Services has been accepted by the Procuring Entity;
		13. “Insurance Provider's Tender” means the completed Tendering Document submitted by the Insurance Provider to the Procuring Entity
		14. “SCC” means the Special Conditions of Contract by which the GCC may be amended or supplemented;
		15. “Services” means the work to be performed by the Insurance Provider pursuant to this Contract, as described in Schedule of Requirements included in the Insurance Provider's Tender.
		16. “Public Procurement Regulatory Authority (PPRA)” shall mean the Government Agency responsible for oversight of public procurement.

#### 1.2 Applicable Law

The Contract shall be interpreted in accordance with the laws of Kenya**.**

#### 1.3 Language

This Contract has been executed in the English language**,** which shall be the binding and controlling language for all matters relating to the meaning or interpretation of this Contract.

#### 1.4 Notices

Any notice, request, or consent made pursuant to this Contract shall be in writing and shall be deemed to have been made when delivered in person to an authorized representative of the Party to whom the communication is addressed, or when sent by registered mail, hand delivery, or email to such Party at the address **speciﬁed in the SCC.**

#### 1.5 Location

The Services shall be performed at such locations as are speciﬁed in Appendix A, in the speciﬁcations and, where the location of a particular task is not so speciﬁed, at such locations, whether in Kenya or elsewhere, as the Procuring Entity may approve.

#### 1.6 Authorized Representatives

Any action required or permitted to be taken, and any document required or permitted to be executed, under this Contract by the Procuring Entity or the Insurance Provider may be taken or executed by the ofﬁcials **speciﬁed in the SCC.**

#### 1.7 Inspection and Audit by the PPRA

Pursuant to paragraph 2.2e. of Attachment1 to the General Conditions, the Insurance Provider shall permit and shall cause its subcontractors and sub-consultants to permit, PPRA and/ or persons appointed by PPRA to inspect the Site and/ or the accounts and records relating to the procurement process, selection and/ or contract execution, and to have such accounts and records audited by auditors appointed by PPRA. The Insurance Provider's and its Subcontractors' and sub-consultants' attention is drawn to Sub-Clause 3.10 which provides, inter alia, that acts intended to materially impede the exercise of PPRA's inspection and audit rights constitute a prohibited practice subject to contract termination (as well as to a determination of ineligibility pursuant to PPRA's prevailing sanctions procedures).

#### 1.8 Taxes and Duties, e t c

The Insurance Provider shall pay such taxes, duties, fees, levies and other impositions as may be levied under the Applicable Law, the amount of which is deemed to have been included in the Contract Price.

#### Commencement, Completion, Modiﬁcation, and Termination of Contract

* 1. **2.1 Effectiveness of Contract**

This Contract shall come in to effect on the date the Contract is signed by both parties or such other later date as may be **stated in the SCC.**

* 1. 2.2 Duration and Commencement of Services the Commencement date and duration of the insurance cover shall be **speciﬁed in the SCC.**

#### 2.3. Modiﬁcation

Modiﬁcation of the terms and conditions of this Contract, including any modiﬁcation of the scope of the Services or of the Contract Price, may only be made by written agreement between the Parties.

#### 2.4 Force Majeure

* + 1. **2.4.1 Deﬁnition**

For the purposes of this Contract, “Force Majeure” means an event which is beyond the reasonable control of a Party and which makes a Party's performance of its obligations under the Contract impossible or so impractical as to be considered impossible under the circumstances.

#### 2.4.2 No Breach of Contract

The failure of a Party to fulﬁll any of its obligations under the contract shall not be considered to be a breach of, or default under, this Contract insofar as such inability arises from an event of Force Majeure, provided that the Party affected by such an event (a) has taken all reasonable precautions, due care and reasonable alternative measures in order to carry out the terms and conditions of this Contract, and (b) has informed the other Party as soon as possible about the occurrence of such an event.

#### 2.4.3 Extension of Time

Any period within which a Party shall, pursuant to this Contract, complete any action or task, shall be extended for a period equal to the time during which such Party was unable to perform such action as a result of Force Majeure.

#### 2.4.4 Payments

During the period of their inability to perform the Services as a result of an event of Force Majeure, the Insurance Provider shall been titled to continue to be paid under the terms of this Contract, as well as to be reimbursed for additional costs reasonably and necessarily incurred by them during such period for the purposes of the Services and in reactivating the Service after the end of such period.

#### 2.5. Termination

* + 1. **By the Procuring Entity**

The Procuring Entity may terminate this Contract, by not less than thirty (30) days' written notice of termination to the Insurance Provider, to be given after the occurrence of any of the events speciﬁed in paragraphs (a) through of this Sub-Clause 2.5.1:

1. If the Insurance Provider does not remedy a failure in the performance of its obligations under the Contract, within thirty (30) days after being notiﬁed or within any further period as the Procuring Entity may have subsequently approved in writing;
2. If the Insurance Provider become in solvent or bankrupt;
3. if, as the result of Force Majeure, the Insurance Provider is unable to perform a material portion of the Services for a period of not less than sixty (60) days; or
4. if the Insurance Provider, in the judgment of the Procuring Entity has engaged in Fraud and Corruption, as deﬁned in paragraph 2.2a. of Attachment1 to the GCC, in competing for or in executing the Contract

#### 2.5.2 By the Insurance Provider

The Insurance Provider may terminate this Contract, by not less than thirty (30) days' written notice to the Procuring Entity, such notice to be given after the occurrence of any of the events speciﬁed in paragraphs (a) and (b) of this Sub-Clause 2.5.2:

1. If the Procuring Entity fails to pay any monies due to the Insurance Provider pursuant to this Contract and not subject to dispute pursuant to Clause 7 within forty-ﬁve (45) days after receiving written notice from the Insurance Provider that such payment is overdue; or
2. if, as the result of Force Majeure, the Insurance Provider is unable to perform a material portion of the Services for a period of not less than sixty (60) days.

#### 2.5.3 Payment upon Termination

Upon termination of this Contract pursuant to Sub-Clauses 2.5.1 or 2.5.2, the Procuring Entity shall make the following payments to the Insurance Provider:

* + - 1. remuneration pursuant to Clause 5 for Services satisfactorily performed prior to the effective date of termination;
			2. except in the case of termination pursuant to paragraphs (a), (b), (d) of Sub-Clause 2.5.1, reimbursement of any reasonable cost incident to the prompt and orderly termination of the Contract.
			3. The Insurance provider shall pay or refund to the Procuring Entity any moneys paid but for which no consume rate services were provided.

#### Obligations of the Insurance Provider

* 1. **3.1 General**

The Insurance Provider shall perform the Services in accordance with the terms of the signed Insurance Policy and the Schedule of Requirements, and carry out its obligations with all due diligence, efﬁciency, and economy, in accordance with generally accepted professional techniques and practices, and shall observe sound management practices, and employ appropriate advanced technology and safe methods. The Insurance Provider shall always act, in respect of any matter relating to this Contract or to the Services, as faithful adviser to the Procuring Entity, and shall at all times support and safeguard the Procuring Entity's legitimate interests in any dealings with Subcontractors or third parties.

#### 3.2 Conﬂict of Interests

* + 1. 3.2.1 Insurance Provider Not to Beneﬁt from Commissions and Discounts.

The remuneration of the Insurance Provider pursuant to Clause 6 shall constitute the Insurance Provider's sole

remuneration in connection with this Contract or the Services, and the Insurance Provider shall not accept for their own beneﬁt any trade commission, discount, or similar payment in connection with activities pursuant to this Contract or to the Services or in the discharge of their obligations under the Contract, and the Insurance Provider shall use their best efforts to ensure that the Personnel, any Subcontractors, and agents of either of them similarly shall not receive any such additional remuneration.

* + 1. 3.2.2 Insurance Provider and Afﬁliates Not to be Otherwise Interested in Services other than the insurance Services

The Insurance Provider agree that, during the term of this Contract and after its termination, the Insurance Provider and its afﬁliates, as well as any Subcontractor and any of its afﬁliates, shall be disqualiﬁed from providing goods, works, or Services (other than the insurance Services and any continuation thereof) for any contingency resulting from or closely related to the Services.

* + 1. 3.2.3 Prohibition of Conﬂicting Activities

Neither the Insurance Provider nor its Subcontractors nor the Personnel shall engage, either directly or indirectly, in any of the following activities:

* + - 1. During the term of this Contract, any business or professional activities in Kenya which would conﬂict with the activities as signed to them under this Contract;
			2. during the term of this Contract, neither the Insurance Provider nor their Subcontractors shall hire public employees in active duty or on any type of leave, to perform any activity under this Contract;
			3. after the termination of this Contract, such other activities as may be **speciﬁed in the SCC.**

#### 3.3 Conﬁdentiality

The Insurance Provider, its Subcontractors, and the Personnel of either of them shall not, either during the term or within two (2) years after the expiration of this Contract, disclose any proprietary or conﬁdential information relating to the Project, the Services, this Contract, or the Procuring Entity's business or operations without the prior written consent of the Procuring Entity.

#### 3.4 Reporting Obligations

The Insurance Provider shall submit to the Procuring Entity there ports and documents speciﬁed in Appendix B in the form, in the numbers, and within the periods set for thin the said Appendix.

#### 3.5 Documents Prepared by the Insurance Provider to Be the Property of the Procuring Entity.

All reports, and other documents and software submitted by the Insurance Provider in accordance with Sub- Clause 3.4 shall become and remain the property of the Procuring Entity, and the Insurance Provider shall, not later than upon termination or expiration of this Contract, deliver all such documents and software to the Procuring Entity, together with a detailed inventory thereof. The Insurance Provider may retain a copy of such documents and software. Restrictions about the future use of these documents, if any, shall be **speciﬁed in the SCC.**

#### 3.6 Liquidated Damages

3.6.1 Payments of Liquidated Damages

The Insurance Provider shall pay liquidated damages to the Procuring Entity at the rate per day **stated in the SCC** for each day that the Insurance Provider fails to pay the agreed compensation costs beyond or later the agreed date when such compensation should be made. The date by when the compensation costs should be made is speciﬁed in **the SCC**. The total amount of liquidated damages shall not exceed the amount **deﬁned in the SCC.** The Procuring Entity may deduct liquidated damages from payments due to the Insurance Provider. Payment of liquidated damages shall not affect the Insurance Provider's liabilities.

3.6.2 Correction for Over-payment

The Procuring Entity shall correct any overpayment of liquidated damages by the Insurance Provider by adjusting the next payment premium or certiﬁcate. The Insurance Provider shall be paid interest on the overpayment, calculated from the date of payment to the date of repayment, at the rates speciﬁed in Sub-Clause 6.5.

####  Performance Security

The Insurance Provider shall not be required to provide any Performance Security to the Procuring Entity.

####  Fraud and Corruption

The Procuring Entity requires compliance with the Government's Anti-Corruption laws and its prevailing sanctions. The Procuring Entity requires the Insurance Provider to disclose any commissions or fees that may have been paid or are to be paid to agents or any other party with respect to the tendering process or execution of the Contract. The information disclosed must include at least the name and address of the agent or other party, the amount and currency, and the purpose of the commission, gratuity or fee.

#### Insurance Provider's Personnel

TheContractshallnotobligatetheInsuranceProvidertoprovideanyspeciﬁcpersonnelforcarryingoutofthe Services.

#### Obligations of the Procuring Entity

* 1. **Change in the Applicable Law**

If, after the date of this Contract, there is any change in the Applicable Law with respect to taxes and duties which increases or decreases the cost of the Services rendered by the Insurance Provider, then the remuneration and reimbursable expenses otherwise payable to the Insurance Provider under this Contract shall be increased or decreased accordingly by agreement between the Parties, and corresponding adjustments shall be made to the amounts referred to in Sub-Clauses 6.2 (a) or (b),as the case may be.

#### Payments to the Insurance Provider

* 1. **Lump-Sum Remuneration**

The Insurance Provider's remuneration shall not exceed the Contract Price and shall be a ﬁxed lump-sum. Except as provided in Sub-Clause 5.1, the Contract Price may only be increased above the amounts stated in Sub- Clause 6.2 if the Parties have agreed to additional payments in accordance with Sub-Clauses 2.3 and 6.3.

#### 6.2 Contract Price

The price payable is **set forth in the SCC.**

#### 6.3 Terms and Conditions of Payment

Payments will be made to the Insurance Provider according to the payment schedule **stated in the SCC.**

#### 6.4 Interest on Delayed Payments

If the Procuring Entity has delayed payments beyond thirty (30) days after the due date stated in the SCC, interest shall be paid to the Insurance Provider for each day of delay at the rate stated in **the SCC**.

#### Quality Control

The contract shall not have any quality control modalities as this is not envisaged in the industry

#### Settlement of Disputes

* 1. **Amicable Settlement**

Any party with dispute against the other party shall give notice to the other party, requesting the party to make

Good the matters of the dispute. The Parties shall attempt to settle the dispute amicably. If the dispute cannot be settled amicably, the complaining party should move to commence arbitration after thirty days from the day on which a notice was given, even if no attempt at an amicable settlement has been made.

####  Arbitration if the Insurance Provider is a Kenyan ﬁrm

* + 1. Any claim or dispute between the Parties arising out of or in connection with the Contract not settled amicably in accordance with Sub-Clause 8.1 shall be ﬁnally settled by arbitration. Arbitration shall be conducted in accordance with the Arbitration Laws of Kenya.
		2. The arbitrators shall have full power to open up, review all matters relevant to the dispute. Nothing shall disqualify representatives of the Parties from being called as a witness and giving evidence before the arbitrators on any matter whatsoever relevant to the dispute.
		3. Arbitration may be commenced prior to or after completion of the services. The obligations of the Parties shall not be altered by reason of any arbitration being conducted during the progress of the services.
		4. The terms of the remuneration of each or all the members of Arbitration shall be mutually agreed upon bythe Parties when agreeing the terms of appointment. Each Party shall be responsible for paying one-half of this remuneration.
		5. In case of any claim or dispute, such claim or dispute shall be notiﬁed in writing by either party to the other with a request to submit it to arbitration and to concur in the appointment of an Arbitrator within thirty days of the notice. The dispute shall be referred to the arbitration and ﬁnal decision of a person to be agreed between the parties. Failing agreement to concur in the appointment of an Arbitrator, the Arbitrator shall be appointed, on the request of the applying party, by the Chairman or Vice Chairman of any of the following institutions the:
1. Law Society of Kenya, or
2. Chartered Institute of Arbitrators (Kenya Branch), or
3. Insurance Institute of Kenya, or
4. The Actuarial Society of Kenya.
	* 1. The institution written to ﬁrst by the aggrieved party shall take precedence over all other institutions.
		2. The award of such Arbitrator shall be ﬁnal and binding upon the parties.

####  Failure to Comply with Arbitrator's Decision

* + 1. In the event that a Party fails to comply with a ﬁnal and binding Arbitrator's decision, then the other Party may, without prejudice to any other right sit may have, refer the matter to a competent Court of law.

####  Arbitration if the Insurance Provider is a foreign ﬁrm

* + 1. Arbitration proceedings shall be conducted in accordance with the rules of procedure speciﬁed in the **SCC.**

**SECTION VII - SPECIAL CONDITIONS OF CONTRACT**

| **Number of GC Clause**  | **Amendments of, and Supplements to, Clauses in the General Conditions of Contract** |
| --- | --- |
| **1.1**  | **The Parties to the Contract are:**The Procuring Entity is *KWALE COUNTY ASSEMBLY*The Insurance Provider is *\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_*The contract name is *Provision of medical cover insurance services for the MCA of the County Assembly of Kwale* |
| **1.4**  | For **notices**, the Procuring Entity’s address shall be:Attention: *clerk*Postal address 231-80403Physical Address (full Location Address- *kwake assembly complex opposite to kwale water*Telephone: Electronic mail address*: info@kwaleassembly.go.ke* |
| **1.6**  | The Authorized Representatives are:For the Procuring Entity: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_*[Name, Postal Address, Email, Telephone Number*]For the Insurance Provider: *[Name, Postal Address, Email, Telephone Number]* |
| **2.1** | The date on which this Contract shall come into effect is *\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_*. |
| **2.2**  | The Commencement date and duration of the insurance cover shall be:Commencement date \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Completion or Expiry Date\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Duration of the coverage \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| **3.2.3 (c )**  | After the termination of this Contract, the activities are:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| **3.6.1** | The liquidated damages per day is \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_The date by when the compensation costs should be made is \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ days. The total amount of liquidated damages shall not exceed \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  |
| **6.2 – 6.3** | Contract Price is \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_The price shall be made in one lump sum on contract signature or the price shall be made on monthly installments of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| **6.4** | Interest shall be paid to the Insurance Provider for each day of delayed payment at the rate of \_\_\_\_\_\_\_\_\_\_% per month. |
| **8.4.1** | The rules of procedure for arbitration proceedings ***with a foreign Insurance Provider*** shall be as follows:*[For contracts entered into with foreign sellers, International commercial arbitration may have practical advantages over other dispute settlement methods].** + - 1. ***If the Procuring Entity chooses the UNCITRAL Arbitration Rules, the following sample clause should be inserted:***

Any dispute, controversy or claim arising out of or relating to this Contract, or breach, termination or invalidity thereof, shall be settled by arbitration in accordance with the UNCITRAL Arbitration Rules as at present in force.* + - 1. ***If the Procuring Entity chooses the Rules of ICC, the following sample clause should be inserted:***

All disputes arising in connection with the present Contract shall be finally settled under the Rules of Conciliation and Arbitration of ***the International Chamber of Commerce*** by one or more arbitrators appointed in accordance with said Rules.* + - 1. ***If the Procuring Entity chooses the Rules of Arbitration Institute of Stockholm Chamber of Commerce, the following sample clause should be inserted:***

Any dispute, controversy or claim arising out of or in connection with this Contract, or the breach termination or invalidity thereof, shall be settled by arbitration in accordance with the Rules of the Arbitration Institute of the Stockholm Chamber of Commerce.* + - 1. ***If the Procuring Entity chooses the Rules of the London Court of International Arbitration, the following clause should be inserted:***

Any dispute arising out of or in connection with this Contract, including any question regarding its existence, validity or termination shall be referred to and finally resolved by arbitration under the Rules of the London Court of International Arbitration, which rules are deemed to be incorporated by reference to this clause. |

## APPENDIX TO THE CONTRACT

The Appendix to the contract shall be an **Insurance Policy** that shall provide a description of the Services, compensation procedure and all the contingencies that shall lead to the compensation claim. The Policy is an industry form (the norm) but would be negotiated before signature to ensure all parties concerns are taken into account. No provision or Clause in the Insurance Policy shall negate any Condition of Contract.

## BENEFICIAL OWNERSHIP DISCLOSURE FORM

## (Amended and issued pursuant to PPRA CIRCULAR No. 02/2022)

***INSTRUCTIONS TO TENDERERS: DELETE THIS BOX ONCE YOU HAVE COMPLETED THE FORM***

*This Beneﬁcial Ownership Disclosure Form (“Form”) is to be completed by the successful tenderer pursuant to Regulation 13 (2A) and 13 (6) of the Companies (Beneficial Ownership Information) Regulations, 2020. In case of joint venture, the tenderer must submit a separate Form for each member. The beneﬁcial ownership information to be submitted in this Form shall be current as of the date of its submission.*

*For the purposes of this Form, a Beneﬁcial Owner of a Tenderer is any natural person who ultimately owns or controls the legal person (tenderer) or arrangements or a natural person on whose behalf a transaction is conducted, and includes those persons who exercise ultimate effective control over a legal person (Tenderer) or arrangement.*

Tender Reference No.: [*insert identiﬁcation no*] Name of the Tender Title/Description: *[insert name of the assignment]* to: *[insert complete name of Procuring Entity]*

In response to the requirement in your notiﬁcation of award dated *[insert date of notiﬁcation of award]* to furnish additional information on beneﬁcial ownership: *[select one option as applicable and delete the options that are not applicable]*

1. We here by provide the following beneﬁcial ownership information.

###### Details of beneﬁcial ownership

|  | **Details of all Beneficial Owners**  | **% of shares a person holds in the company Directly or indirectly**  | **% of voting rights a person holds in the company** | **Whether a person directly or indirectly holds a right to appoint or remove a member of the board of directors of the company or an equivalent governing body of the Tenderer** (Yes / No) | **Whether a person directly or indirectly exercises significant influence or control over the Company (tenderer) (Yes / No)** |
| --- | --- | --- | --- | --- | --- |
| **1.** | Full Name |  | Directly----------- % of shares Indirectly---------- % of shares | Directly…………….% of voting rightsIndirectly----------% of voting rights | 1. Having the right to appoint a majority of the board of the directors or an equivalent governing body of the Tenderer: Yes -----No----
2. Is this right held directly or indirectly?:

 Direct…………………  Indirect………………... | 1. Exercises significant influence or control over the Company body of the Company (tenderer**)**

Yes -----No----1. Is this influence or control exercised directly or indirectly?

Direct………….. Indirect………… |
| National identity card number or Passport number |  |
| Personal Identification Number (where applicable) |  |
| Nationality |  |
| Date of birth *[dd/mm/yyyy]* |  |
| Postal address |  |
| Residential address |  |
| Telephone number |  |
| Email address |  |
| Occupation or profession |  |
|  |
| **2.** | Full Name |  | Directly----------- % of shares Indirectly---------- % of shares | Directly…………….% of voting rightsIndirectly----------% of voting rights | 1. Having the right to appoint a majority of the board of the directors or an equivalent governing body of the Tenderer: Yes -----No----
2. Is this right held directly or indirectly?:

 Direct…………………  Indirect………………... | 1. Exercises significant influence or control over the Company body of the Company (tenderer**)**

 Yes -----No----1. Is this influence or control exercised directly or indirectly?

Direct………….. Indirect………… |
| National identity card number or Passport number |  |
| Personal Identification Number (where applicable) |  |
| Nationality(ies) |  |
| Date of birth *[dd/mm/yyyy]* |  |
| Postal address |  |
| Residential address |  |
| Telephone number |  |
| Email address |  |
| Occupation or profession |  |
|  |
| **3.****e.t.c** |  |  |  |  |  |  |
|  |  |  |
|  |  |  |
|  |  |  |

1. Am fully aware that beneficial ownership information above shall be reported to the Public Procurement Regulatory Authority together with other details in relation to contract awards and shall be maintained in the Government Portal, published and made publicly available pursuant to Regulation 13(5) of the Companies (Beneficial Ownership Information) Regulations, 2020.(Notwithstanding this paragraph Personally Identifiable Information in line with the Data Protection Act shall not be published or made public). *Note that Personally Identifiable Information (PII) is defined as any information that can be used to distinguish one person from another and can be used to deanonymize previously anonymous data. This information includes National identity card number or Passport number, Personal Identification Number, Date of birth, Residential address, email address and Telephone number.*
2. In determining who meets the threshold of who a beneficial owner is, the Tenderer must consider a natural person who in relation to the company:
3. holds at least ten percent of the issued shares in the company either directly or indirectly;
4. exercises at least ten percent of the voting rights in the company either directly or indirectly;
5. holds a right, directly or indirectly, to appoint or remove a director of the company; or
6. exercises significant influence or control, directly or indirectly, over the company.
7. What is stated to herein above is true to the best of my knowledge, information and belief.

*Name of the Tenderer: .......................\*[insert complete name of the Tenderer]*

*Name of the person duly authorized to sign the Tender on behalf of the Tenderer: \*\* [insert complete name of person duly authorized to sign the Tender]*

*Designation of the person signing the Tender: ....................... [insert complete title of the person signing the Tender]*

*Signature of the person named above: ....................... [insert signature of person whose name and capacity are shown above]*

*Date this ....................... [insert date of signing] day of....................... [Insert month], [insert year]*

Bidder Ofﬁcial Stamp

 **Public Procurement Regulatory Authority (PPRA)**

 KISM Towers, 6th Floor, Ngong Rd

 P.O Box 58535- 00200, Nairobi Kenya

 Website: [www.ppra.go.ke](http://www.ppra.go.ke/)

Website: [www.ppra.go.ke](http://www.ppra.go.ke/)