

**REPUBLIC OF KENYA**



**MANDERA COUNTY GOVERNMENT**

**TENDER DOCUMENT**

**TENDER NO.MCG/OT/03/2020-2021**

**PROVISION OF MEDICAL INSURANCE COVER TO THE EXECUTIVE AND STAFF MEMBERS (OPEN TO REGISTERED MEDICAL INSURANCE BROKERAGE FIRMS REGISTERED AND OPERATING IN KENYA)**

**CLOSING AND OPENING DATE AND TIME: MONDAY 3RD AUGUST 2020 AT 10.00AM**

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## INTRODUCTION

The Constitution of Kenya, 2010, introduced a bicameral Legislature in Kenya and the Devolved system of Governance. Mandera County Government is one of the 47 Counties that came into being following the General Elections on Monday 4th March, 2013 and commenced operations on Thursday, April 18th, 2013.

The Mandera county government wishes to engage the services of an eligible and competent **Insurance Brokerage Firm** for the **PROVISION OF MEDICAL INSURANCE COVER TO THE EXECUTIVE AND STAFF MEMBERS (OPEN TO REGISTERED MEDICAL INSURANCE BROKERAGE FIRMS REGISTERED AND OPERATING IN KENYA)**

Interested eligible candidates are expected to comply with the requirements of the standard tender document for insurance services. The eligible candidate should also furnish us with the **Mandatory** requirements stipulated under the **Special Conditions of Contract contained in SECTION IV of this tender document.**

## EVALUATION CRITERIA

The mandatory requirements contained in APPENDIX TO INSTRUCTIONS TO TENDERERS & SECTION IV of this tender document will form the basis of the evaluation criteria.

## TENDER SECURITY

The interested eligible candidates must submit tender security of 2% of their tender sum from a reputable bank or an insurance firm approved by the public procurement regulatory authority (PPRA).

## SECTION 1 - TENDER NOTICE

**TENDER NO. MCG/OT/03/2020-2021 FOR PROVISION OF MEDICAL INSURANCE COVER TO THE EXECUTIVE AND STAFF MEMBERS (OPEN TO REGISTERED MEDICAL INSURANCE BROKERAGE FIRMS REGISTERED AND OPERATING IN KENYA)**

- 1.1 The Mandera county government wishes to engage the services of eligible and competent Insurance brokerage Firm for **PROVISION OF MEDICAL INSURANCE COVER TO THE EXECUTIVE AND STAFF MEMBERS (OPEN TO REGISTERED MEDICAL INSURANCE BROKERAGE FIRMS REGISTERED AND OPERATING IN KENYA)**
- 1.2 Interested Prospective candidates may obtain further information from the office of the director supply chain management services at the county treasury during normal working hours and via email on [supplychain@mandera.go.ke](mailto:supplychain@mandera.go.ke).
- 2 **Prospective bidders may download the Tender documents free of charge from our website [www.mandera.go.ke](http://www.mandera.go.ke).** For any more information/clarification interested applicants can visit the office of the **Director of Supply Chain Management Office, next to Read sea resort - mandera**, during normal working hours..
- 2.1 Completed tender documents are to be enclosed in plain sealed envelopes marked with tender reference number and be deposited in the Tender Box at COUNTY TREASURY BUILDING.
- 2.2 Prices quoted should be net inclusive of all taxes and delivery must be in Kenya Shillings and shall remain valid for (120) days from the closing date of the tender.
- 2.3 Tenders will be opened immediately thereafter in the presence of the Candidates or their representatives who choose to attend at MANDERA COUNTY GOVERNMENT Headquarters.

Tenders should be addressed to:-

**COUNTY CHIEF OFFICER ACCOUNTING & FINANCIAL SERVICES  
P. O. BOX13 – 70300,  
MANDERA- KENYA**

Tenders must be accompanied by a Tender Security of **2% of tender sum** FROM a REPUTABLE BANK OR AN INSURANCE FIRM APPROVED BY THE PUBLIC PROCUREMENT REGULATORY AUTHORITY (PPRA).

Opening of tender documents will take place immediately thereafter on **MONDAY 3RD AUGUST 2020 AT 10.00AM**, at procurement office **at 10.00 am** in the presence of the candidates' representatives who choose to be present?

## SECTION II -

## INSTRUCTION TO TENDERERS

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## SECTION II - INSTRUCTIONS TO TENDERERS

### 2.1. Eligible Tenderers

- 2.1.1 This Invitation for Tenders is open to all tenderers eligible as described in the Appendix to Instructions to Tenderers. Successful tenderers shall provide the services for the stipulated duration from the date of commencement (hereinafter referred to as the term) specified in the tender documents.
- 2.1.2 The procuring entity's employees, committee members, board members and their relatives (spouse and children) are not eligible to participate in the tender unless where specially allowed under section 131 of the Act.
- 2.1.3 Tenderers shall provide the qualification information statement that the tenderer (including all members of a joint venture and subcontractors) is not associated, or have been associated in the past, directly or indirectly, with a firm or any of its affiliates which have been engaged by the Procuring entity to provide consulting services for the preparation of the design, specifications, and other documents to be used for the procurement of the services under this Invitation for tenders.
- 2.1.4 Tenderers involved in the corrupt or fraudulent practices or debarred from participating in public procurement shall not be eligible.

### 2.2 Cost of Tendering

- 2.2.1 The Tenderer shall bear all costs associated with the preparation and submission of its tender, and the procuring entity, will in no case be responsible or liable for those costs. Regardless of the conduct or outcome of the tendering process
- 2.2.2 The price to be charged for the tender document shall not exceed Kshs.1,000/=
- 2.2.3 The procuring entity shall allow the tenderer to review the tender document free of charge before purchase.

### 2.3 Contents of Tender Document

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

- (ix) Confidential Business Questionnaire Form
- (x) Tender security Form
- (xi) Performance security Form
- (xii) Insurance Company's Authorization Form
- (xiii) Declaration Form

2.3.2 The Tenderer is expected to examine all instructions, forms, terms and specification in the tender documents.

2.3.3 Failure to furnish all information required by the tender documents or to submit a tender not substantially responsive to the tender documents in every respect will be at the tenderers risk and may result in rejection of its tender.

## **2.4 Clarification of Tender Documents**

2.4.1 A Candidate making inquiries of the tender documents may notify the Procuring entity by post, fax or by email at the procuring entity's address indicated in the Invitation for tenders. The Procuring entity will respond in writing to any request for clarification of the tender documents, which it receives not later than seven (3) days prior to the deadline for the submission of the tenders, prescribed by the procuring entity. Written copies of the Procuring entities response (including an explanation of the query but without identifying the source of inquiry) will be sent to all candidates who have received the tender documents.

2.4.2 The procuring entity shall reply to any clarifications sought by the tenderer within 3 days of receiving the request to enable the tenderer to make timely submission of its tender.

2.4.3 Preference where allowed in the evaluation of tenders shall not exceed 15%

## **2.5 Amendment of Tender Documents**

2.5.1 At any time prior to the deadline for submission of tenders, the Procuring entity, for any reason, whether at its own initiative or in response to a clarification requested by a prospective tenderer, may modify the tender documents by issuing an addendum.

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

2.5.3 In order to allow prospective tenderers reasonable time in which to take the amendment into account in preparing their tenders, the Procuring entity, at its discretion, may extend the deadline for the submission of tenders.

## **2.6 Language of Tenders**

2.6.1 The tender prepared by the tenderer, as well as all correspondence and documents relating to the tender exchanged by the tenderer and the Procuring entity, shall be written in English language. Any printed literature furnished by the tenderer may be written in another language provided they are accompanied by an accurate English translation of the relevant passages in which case, for purposes of interpretation of the tender, the English translation shall govern.

## **2.7 Documents Comprising the Tender**

2.7.1 The tender prepared by the tenderer shall comprise the following components:

- (a) A Tender Form and a Price Schedule completed in accordance with paragraph 2.8, 2.9 and 2.10 below
- (b) Documentary evidence established in accordance with paragraph 2.1.2 that the tenderer is eligible to tender and is qualified to perform the contract if its tender is accepted;
- (c) Tender security furnished in accordance with paragraph 2.12 (if applicable)
- (d) Declaration Form.

## **2.8 Form of Tender**

2.8.1 The tenderer shall complete the Tender Form and the Price Schedule furnished in the tender documents, indicating the services to be provided.

## **2.9 Tender Prices**

The tenderer shall indicate on the form of tender and the appropriate Price Schedule the unit prices and total tender price of the services it proposes to provide under the contract.

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

Prices quoted by the tenderer shall remain fixed during the Term of the contract unless otherwise agreed by the parties. A tender submitted with an adjustable price quotation will be treated as non-responsive and will be rejected, pursuant to paragraph 2.20.5

## **2.10 Tender Currencies**

Prices shall be quoted in Kenya Shillings.



## 2.11. Tenderers Eligibility and Qualifications

- 2.11.1 Pursuant to paragraph 2.1 the tenderer shall furnish, as part of its tender, documents establishing the tenderers eligibility to tender and its qualifications to perform the contract if it's tender is accepted.
- 2.11.2 The documentary evidence of the tenderer's qualifications to perform the contract if its tender is accepted shall establish to the Procuring entity's satisfaction that the tenderer has the financial and technical capability necessary to perform the contract.

## 2.12. Tender Security

- 2.12.1 The tenderer shall furnish, as part of its tender, a tender security for the amount and form specified in the Appendix to Instructions to Tenderers.
- 2.12.2 The tender security shall not exceed 2 per cent of the tender price.
- 2.12.3 The tender security is required to protect the Procuring entity against the risk of Tenderer's conduct which would warrant the security's forfeiture, pursuant to paragraph 2.12.7
- 2.12.4 The tender security shall be denominated in Kenya Shillings or in another freely convertible currency, and shall be in the form
- a) Cash.
  - b) A bank guarantee.
  - c) Such insurance guarantee approved by the Authority.
  - d) Letter of credit.
- 2.12.5 Any tender not secured in accordance with paragraph 2.12.1. and 2.12.3 shall be rejected by the Procuring entity as non-responsive, pursuant to paragraph 2.20.5
- 2.12.6 Unsuccessful Tenderer's tender security will be discharged or returned as promptly as possible but not later than thirty (30) days after the expiration of the period of tender validity
- 2.12.7 The successful Tenderer's tender security will be discharged upon the tenderer signing the contract, pursuant to paragraph 2.29, and furnishing the performance security, pursuant to paragraph 2.30
- 2.12.8 The tender security may be forfeited:
- (a) If a tenderer withdraws its tender during the period of tender validity.
  - (b) in the case of a successful tenderer, if the tenderer fails:
    - (i) to sign the contract in accordance with paragraph 2.29 or
    - (ii) to furnish performance security in accordance with paragraph 2.30.

- (c) If the tenderer reject correction of an arithmetic error in the tender.

### 2.13. Validity of Tenders

2.13.1 Tenders shall remain valid for 90 days after date of tender opening pursuant to paragraph 2.18. A tender valid for a shorter period shall be rejected by the Procuring entity as non-responsive.

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

### 2.14. Format and Signing of Tenders

2.14.1 **Tenderer shall prepare a Technical Proposal and Financial Proposal each with one copy to be submitted before or on MONDAY 3RD AUGUST 2020 at 10:00 am. In the event of any discrepancy between them, the original shall govern.**

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

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

### 2.15 Sealing and Marking of Tenders

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

2.15.2 The inner and outer envelopes shall:

- (a) Be addressed to the Procuring entity at the address given in the Invitation to Tender, bear tender number and name in the invitation to tender and the words, **"DO NOT OPEN BEFORE MONDAY 3RD AUGUST 2020 at 10:00 am"**

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

2.15.4 If the outer envelope is not sealed and marked as required by paragraph 2.15.2, the Procuring entity will assume no responsibility for the tender's misplacement or premature opening.

## 2.16. Deadline for Submission of Tenders

Tenders must be received by the Procuring entity at the address specified under paragraph 2.15.2 not later than **MONDAY 3RD AUGUST 2020 at 10:00 am**

2.16.1 The Procuring entity may, at its discretion, extend this deadline for the submission of tenders by amending the tender documents in accordance with paragraph 2.5.3 in which case all rights and obligations of the Procuring entity and candidates previously subject to the deadline will thereafter be subject to the deadline as extended.

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

## 2.17. Modification and Withdrawal of Tenders

2.17.1 The tenderer may modify or withdraw its tender after the tender's submission, provided that written notice of the modification, including substitution or withdrawal of the tenders, is received by the Procuring entity prior to the deadline prescribed for submission of tenders.

2.17.2 The tenderer's modification or withdrawal notice shall be prepared, sealed, marked and dispatched in accordance with the provisions of paragraph 2.15. A withdrawal notice may also be sent by fax or email but followed by a signed confirmation copy, postmarked not later than the deadline for submission of tenders.

2.17.3 No tender may be modified after the deadline for submission of tenders.

2.17.4 No tender may be withdrawn in the interval between the deadline for submission of tenders and the expiration of the period of tender validity. Withdrawal of a tender during this interval may result in the Tenderer's forfeiture of its tender security, pursuant to paragraph 2.12.7.

## 2.18. Opening of Tenders

The Procuring entity will open all tenders in the presence of tenderers' representatives who choose to attend, at **county treasury at 10:00 AM, MONDAY 3RD AUGUST 2020 at 10:00 am**

2.18.1 And in the location specified in the invitation for tenders. The tenderers' representatives who are present shall sign a register evidencing their attendance.

- 2.18.2 The tenderers' names, tender modifications or withdrawals, tender prices, discounts, and the presence or absence of requisite tender security and such other details as the Procuring entity, at its discretion, may consider appropriate, will be announced at the opening.
- 2.18.3 The Procuring entity will prepare minutes of the tender opening, which will be submitted to tenderers that signed the tender opening register and will have made the request.

## **2.19 Clarification of Tenders**

- 2.19.1 To assist in the examination, evaluation and comparison of tenders the Procuring entity may, at its discretion, ask the tenderer for a clarification of its tender. The request for clarification and the response shall be in writing, and no change in the prices or substance of the tender shall be sought, offered, or permitted.
- 2.19.2 Any effort by the tenderer to influence the Procuring entity in the Procuring entity's tender evaluation, tender comparison or contract award decisions may result in the rejection of the tenderers' tender.

## **2.20 Preliminary Examination and Responsiveness**

- 2.20.1 The Procuring entity will examine the tenders to determine whether they are complete, whether any computational errors have been made, whether required sureties have been furnished, whether the documents have been properly signed, and whether the tenders are generally in order.
- 2.20.2 Arithmetical errors will be rectified on the following basis. If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail, and the total price shall be corrected. If the candidate does not accept the correction of the errors, its tender will be rejected, and its tender security forfeited. If there is a discrepancy between words and figures, the amount in words will prevail
- 2.20.3 The Procuring entity may waive any minor informality or non-conformity or irregularity in a tender which does not constitute a material deviation provided such waiver does not prejudice or affect the relative ranking of any tenderer.
- 2.20.4 Prior to the detailed evaluation, pursuant to paragraph 2.20, the Procuring entity will determine the substantial responsiveness of each tender to the tender documents. For purposes of these paragraphs, a substantially responsive tender is one which conforms to all the terms and conditions of the tender documents without material deviations the Procuring entity's determination of a tender's responsiveness is to be based on the contents of the tender itself without recourse to extrinsic evidence.
- 2.20.5 If a tender is not substantially responsive, it will be rejected by the procuring entity and may not subsequently be made responsive by the tenderer by correction of the nonconformity.

## **2.21. Conversion to single currency**

2.21.1 Where other currencies are used, the Procuring entity will convert those currencies to Kenya Shillings using the selling exchange rate on the date of tender closing provided by the Central Bank of Kenya.

## **2.22. Evaluation and Comparison of Tenders**

2.22.1 The Procuring entity will evaluate and compare the tenders which have been determined to be substantially responsive, pursuant to paragraph 2.20

2.22.2 The Procuring entity's evaluation of a tender will take into account, in addition to the tender price, the following factors, in the manner and to the extent indicated in paragraph 2.22.3.

(a) Operational plan proposed in the tender;

(b) Deviations in payment schedule from that specified in the Special Conditions of Contract

2.22.3 Pursuant to paragraph 2.22.2. The following evaluation methods will be applied.

(a) Operational Plan

(i) The Procuring entity requires that the services under the Invitation for Tenders shall be performed at the time specified in the Schedule of Requirements. Tenders offering to perform longer than the procuring entity's required delivery time will be treated as non-responsive and rejected.

(b) Deviation in payment schedule

(i) Tenderers shall state their tender price for the payment on schedule outlined in the special conditions of contract. Tenders will be evaluated on the basis of this base price. Tenderers are, however, permitted to state an alternative payment schedule and indicate the reduction in tender price they wish to offer for such alternative payment Schedule. The Procuring entity may consider the alternative payment schedule offered by the selected tenderer.

2.22.4 The tender evaluation committee shall evaluate the tender within 30 days from the date of opening the tender.

## **2.23. Contacting the Procuring entity**

2.23.1 Subject to paragraph 2.19 no tenderer shall contact the Procuring entity on any matter relating to its tender, from the time of the tender opening to the time the contract is awarded.

2.23.2 Any effort by a tenderer to influence the Procuring entity in its decisions on tender evaluation, tender comparison, or contract award may result in the rejection of the Tenderers' tender.

## **2.24 Post-qualification**

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

2.24.2 The determination will take into account the tenderer financial and technical capabilities. It will be based upon an examination of the documentary evidence of the tenderers qualifications submitted by the tenderer, pursuant to paragraph 2.11.2 as well as such other information as the Procuring entity deems necessary and appropriate

2.24.3 An affirmative determination will be a prerequisite for award of the contract to the tenderer. A negative determination will result in rejection of the Tenderer's tender, in which event the Procuring entity will proceed to the next lowest evaluated tender to make a similar determination of that Tenderer's capabilities to perform satisfactorily.

## **2.25 Award Criteria**

2.25.1 Subject to paragraph 2.29 the Procuring entity will award the contract to the successful tenderer whose tender has been determined to be substantially responsive and has been determined to be the lowest evaluated tender, provided further that the tenderer is determined to be qualified to perform the contract satisfactorily.

### **2.25.2 To qualify for contract awards, the tenderer shall have the following:-**

- (b) Necessary qualifications, capability experience, services, equipment and facilities to provide what is being procured.
- (c) Legal capacity to enter into a contract for procurement
- (d) Shall not be insolvent, in receivership, bankrupt or in the process of being wound up and is not the subject of legal proceedings relating to the foregoing.
- (e) Shall not be debarred from participating in public procurement.

## **2.26. Procuring entity's Right to accept or Reject any or all Tenders**

- 2.26.1 The Procuring entity reserves the right to accept or reject any tender, and to annul the tendering process and reject all tenders at any time prior to contract award, without thereby incurring any liability to the affected tenderer or tenderers or any obligation to inform the affected tenderer or tenderers of the grounds for the Procuring entity's action. If the Procuring entity determines that none of the tenders is responsive, the Procuring entity shall notify each tenderer who submitted a tender.
- 2.26.2 The procuring entity shall give prompt notice of the termination to the tenderers and on request give its reasons for termination within 14 days of receiving the request from any tenderer.
- 2.26.3 A tenderer who gives false information in the tender document about its qualification or who refuses to enter into a contract after notification of contract award shall be considered for debarment from participating in future public procurement.

## **2.27 Notification of Award**

- 2.27.1 Prior to the expiration of the period of tender validity, the Procuring entity will notify the successful tenderer in writing that its tender has been accepted.
- 2.27.2 The notification of award will signify the formation of the contract subject to the signing of the contract between the tenderer and the procuring entity pursuant to clause 2.9. Simultaneously the other tenderers shall be notified that their tenders were not successful.
- 2.27.3 Upon the successful Tenderer's furnishing of the performance security pursuant to paragraph 2.29 the Procuring entity will promptly notify each unsuccessful Tenderer and will discharge its tender security, pursuant to paragraph 2.12

## **2.28 Signing of Contract**

- 2.28.1 At the same time as the Procuring entity notifies the successful tenderer that its tender has been accepted, the Procuring entity will simultaneously inform the other tenderers that their tenders have not been successful.
- 2.28.2 Within fourteen (14) days of receipt of the Contract Form, the successful tenderer shall sign and date the contract and return it to the Procuring entity.
- 2.28.3 The contract will be definitive upon its signature by the two parties.
- 2.28.4 The parties to the contract shall have it signed within 30 days from the date of notification of contract award unless there is an administrative review request.

## **2.29 Performance Security**

- 2.29.1 The successful tenderer shall furnish the performance security in accordance with the Conditions of Contract, in a form acceptable to the Procuring entity.
- 2.29.2 Failure by the successful tenderer to comply with the requirement of paragraph 2.29 or paragraph 2.30.1 shall constitute sufficient grounds for the annulment of the award and forfeiture of the tender security, in which event the Procuring entity may make the award to the next lowest evaluated tender or call for new tenders.

## **2.30 Corrupt or Fraudulent Practices**

- 2.30.1 The Procuring entity requires that tenderers observe the highest standard of ethics during the procurement process and execution of contracts. A tenderer shall sign a declaration that he has not and will not be involved in corrupt or fraudulent practices.
- 2.30.2 The Procuring entity will reject a proposal for award if it determines that the tenderer recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question
- 2.30.3 Further a tenderer who is found to have indulged in corrupt or fraudulent practices risks being debarred from participating in public procurement in Kenya.



## Appendix to instructions to Tenderers

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

### (I) Provisions of Appendix to instructions to Tenderers

Instructions to Tenderers	to Particulars of appendix to instructions to tenderers
2.31.1	Particulars of eligible tenderers: Eligible tenderers shall be Kenyan registered brokers facilitating MEDICAL INSURANCE COVER with valid operation license issued by Insurance Regulatory Authority (IRA) – Kenya. The eligible broker should submit the tender to offer the sort service from his best underwriter. Submission of more than one underwriter will lead to disqualification.
2.31.3	Particulars of currencies allowed. Kenya Shillings Only
2.31.4	Particulars of tender security is 2% of tender sum valid for 120 days after date of tender opening.
2.31.5	Form of Tender Security: The Tender Security shall be in the form of a guarantee from a reputable bank or an insurance company approved by PPRA. Self-guaranteed tender security not allowed.
2.31.6	Validity of Tenders: Tenders Shall remain valid for 120 days after date of tender opening.
2.31.7	Bulky tenders which do not fit in the tender box shall be delivered to the Head, Supply Chain Office at THE COUNTY TREASURY
2.14.1	The bid document should be serialized with a clear table of content outlining the submitted documents.
2.15.2 (b)	The Financial proposal shall be opened after completion of technical evaluation. Only Financial Proposal for technically responsive bidders shall be opened. Financial Proposal for technically non-responsive bidders shall not be opened.
2.20 & 2.22	In addition, the evaluation criteria provided in the special condition of contract shall be taken into account

2.31.8	<p>EVALUATION CRITERIA</p> <p>The proposals will be evaluated in Three stages as follows;</p> <ol style="list-style-type: none"><li>1) Preliminary (mandatory) evaluation.</li><li>2) Technical evaluation- Pass mark of 85%.</li><li>3) Financial evaluation. Lowest evaluated broker.</li></ol> <p><b>NB: Any additional staff by MCG to be covered at the same rate quoted during the time of bidding.</b></p>
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## SECTION III - GENERAL CONDITIONS OF CONTRACT

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## SECTION III GENERAL CONDITIONS OF CONTRACT

### 3.1. Definitions

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

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

### 3.2. Application

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

### 3.3. Standards

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

### 3.4. Use of Contract Documents and Information

3.4.1 The Contractor shall not, without the Procuring entity’s prior written consent, disclose the Contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the Procuring entity in connection therewith, to any person other than a person employed by the contractor in the performance of the Contract.

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

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

### **3.5. Patent Rights**

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

### **3.6 Performance Security**

3.6.1 Within twenty eight (28) days of receipt of the notification of Contract award, the successful tenderer shall furnish to the Procuring entity the performance security where applicable in the amount specified in SCC.

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

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

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

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

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

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

### **3.8. Payment**

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

3.8.2. Payment shall be made promptly by the Procuring entity, but in no case later than sixty (60) days after submission of an invoice or claim by the Service provider.

### **3.9. Prices**

3.9.1 Prices charged by the Service provider for Services performed under the Contract shall not, with

the exception of any price adjustments authorized in SCC vary from the prices quoted by the tenderer in its tender or in the procuring entity's request for tender validity extension the case may be. No variation in or modification to the terms of the contract shall be made except by written amendments signed by the parties.

- 3.9.2 Contract price variations shall not be allowed for contracts not exceeding one year (12 months)
- 3.9.3 Where contract price variation is allowed the variation shall not exceed 10% of the original contract price
- 3.9.4 Price variation requests shall be processed by the procuring entity within 30 days of receiving the request.

### **3.10. Assignment**

- 3.10.1 The Service Provider shall not assign, in whole or in part, its obligations to perform under this Contract, except with the Procuring entity's prior written consent.

### **3.11. Termination for Default**

- 3.11.1 The Procuring entity may, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the Service Provider terminate this Contract in whole or in part:
  - (a) If the Service Provider fails to provide any or all of the services within the period(s) specified in the Contract, or within any extension thereof granted by the Procuring entity.
  - (b) If the Service Provider fails to perform any other obligation(s) under the Contract
  - (c) If the Contract in the judgment of the Procuring entity has engaged in corrupt or fraudulent practices in competing for or in executing the contract
- 3.11.2 In the event the Procuring entity terminates the contract in whole or in part, it may procure, upon such terms and in such manner as it deems appropriate, services similar to those un-delivered and the Service Provider shall be liable to the Procuring entity for any excess costs for such similar services. However the Service Provider shall continue performance of the contract to extent not terminated.

### **3.12. Termination for Insolvency**

- 3.12.1 The Procuring entity may at any time terminate the contract by giving written notice to the Service Provider if the Service Provider becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the contractor, provided that such termination will not prejudice or affect any right of action or remedy, which has accrued or will accrue thereafter to the procuring entity.

### **3.13. Termination for Convenience**

- 3.13.1 The Procuring entity by written notice sent to the Service Provider may terminate the contract in whole or in part, at any time for its convenience. The notice of termination shall specify that the termination is for the procuring entities convenience, the extent to which performance of the Service Provider of the contract is terminated and the date on which such termination becomes effective.
- 3.13.2 For the remaining part of the contract after termination the procuring entity may elect to cancel the services and pay to the Service Provider contractor an agreed amount for partially completed services.

### **3.14 Resolution of Disputes**

3.14.1 The procuring entity and the Service Provider shall make every effort to resolve amicably by direct informal negotiations and disagreement or disputes arising between them under or in connection with the contract

3.14.2 If after thirty (30) days from the commencement of such informal negotiations both parties have been unable to resolve amicably a contract dispute either party may require that the dispute be referred for resolution to the formal mechanisms specified in the SCC.

### **3.15. Governing Language**

3.15.1. The contract shall be written in the English language. All correspondence and other documents pertaining to the contract, which are exchanged by the parties, shall be written in the same language.

### **3.16. Applicable Law**

3.16.1 The Service Provider shall be interpreted in accordance with the laws of Kenya unless otherwise expressly specified in the SCC.

### **3.17 Force Majeure**

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

### **3.18 Notices**

3.18.1 Any notices given by one party to the other pursuant to this contract shall be sent to the other party by post or by Fax or Email and confirmed in writing to the other party's address specified in the SCC.

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

## SECTION IV - SPECIAL CONDITIONS OF CONTRACT

4. Special Conditions of Contract shall supplement the General Conditions of Contract. Whenever there is a conflict, the provisions herein shall prevail over those in the General Conditions of Contract.

### 4.1 Tendering Notes

4.1.1 The Tenderer is required to check the number of pages and if any is found to be missing or in duplicate or the figure or writing indistinct, then MANDERA COUNTY GOVERNMENT must be informed at once and have the same rectified.

4.1.2 Should the Tenderer be in doubt about the prices, meaning of any item, word or figure for any reason whatsoever or observe any apparent omission of words or figures, he must inform MANDERA COUNTY GOVERNMENT in order that the correct meaning may be decided upon before the date for submission of the Tender.

4.1.3 No liability whatsoever will be admitted nor is claim allowed in respect of errors in the Tenderer's Tender due to mistakes which should have been rectified in the manner described above.

4.1.4 It is the sole responsibility of the tenderer to ensure all the documents submitted are well bound and MANDERA COUNTY GOVERNMENT shall not take any responsibility or liability for any loss or misplacement of loose documents.

4.1.5 The Tenderer shall not alter or otherwise qualify the text of this Tender Document. Any alteration or qualification made without authority will be ignored and the text of the Tender Document as printed will be adhered to.

4.1.6 The Tenderer shall ensure that the conditions set out below are met in full. Failure to provide the same shall lead to rejection of the tender.

4.1.7 The Insurance broker shall be required to demonstrate honesty and integrity in handling and delivery of the required services within the stipulated time. They shall also be required to exhibit professionalism through prompt response to queries on policy wording and interpretation. Please note that this will form part of MANDERA COUNTY GOVERNMENT's assessments on performance through the contract period and failure to meet the above may jeopardize future business with MANDERA COUNTY GOVERNMENT. Any Insurance broker with past adverse performance shall be eliminated at preliminary stage.

4.1.8. A broker should make one submission from his best Underwriter. Any submission of more than one Underwriter shall render the broker unresponsive.

4.1.8 The duration of the contract shall be one (1) year.



4.1.9 The procurement entity also retains the right to terminate the contract at any stage on the basis of poor performance on the part of the Insurance broker.

4.1.10 The tender is open to brokers only.

#### 4.1.11 EVALUATION OF BIDS

#### 4.1.12 Preliminary Evaluation

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

#### 4.1.13 EVALUATION CRITERIA

The tender shall be evaluated in three stages namely:-

- Mandatory Evaluation of Brokerage Firms
- Mandatory Evaluation of Underwriter as proposed by the broker. (One underwriter per broker).
- Technical evaluation - 85% /100% shall be the Pass mark.
- Financial evaluation. – Lowest evaluated Bidder shall be recommended for award.

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

NO	Item Description (all certification to be done by commissioner of oath registered in kenya)	Yes/No.
1	Submission of an (original and copy) of Tender. <b>Technical and financial proposals</b> to be submitted in separate envelopes and be well labelled. <i>A broker should make one submission from his best Underwriter. Any submission of more than one Underwriter shall render the broker un responsive.</i>	
2	Certified Certificate of incorporation of the brokerage firm	
3	Certified Valid Tax Compliance Certificate)	
4	Certified copy of KRA PIN/VAT certificate	
5	Certified copy of current business permit	
6	Certified Copy of the current membership certificate of the Association of Insurance Brokers of Kenya (AIB).	
7.	Submission of a duly completed Confidential Business Questionnaire	
8	Certified copy of valid Certificate of Registration with Insurance Regulatory Authority as an Insurance Broker. The Broker MUST have been in existence as an Insurance Broker for at least five (5) Years.	
9	Submission of Tender Form duly completed, signed, stamped and serialized(paginated)	

10	Submission of valid Tender Security amounting to 2% of the tender sum from reputable bank or insurance company recommended by PPRA	
11	Submission of Declaration Form duly completed, signed and stamped	
12	Must submit copies of the audited financial statements for the last (3) three years. 2019, 2018 &2017.	
13	Evidence of valid professional indemnity policy of at least Ksh.100 million with a reputable underwriter	
14	Attach a CR12 form (current) obtained showing the shareholders of the firm, citizenship or a list of directors of shareholders, shareholding and citizenship	
15	List of 4 lead Officers proposed for execution of the services being sought in this tender; Their Titles in the firm and CV indicating the academic and professional qualifications and experience.	
16	Attach Authorization letter from the proposed Underwriter	
17	Duly filed, signed and stamped form of power of attorney	

(b) **Conditions to be met by the Underwriting Firms in the preliminary evaluation.**

N0	Item Description (all certification to be done by commissioner of oath registered in kenya)	YES/NO
1.	Should be limited liability companies registered under the Companies Act. Attach certified certificate of incorporation	
2.	Must have been in existence for a minimum period of five (5) years. Attach evidence.	
3.	Must have been underwriting the quoted business for a minimum period of seven (5) years. Attach evidence	
4.	Must indicate physical address and registered office (copy of lease or tenancy agreement)	
5.	Must attach valid tax compliance certificate.	
6.	Attach certified copy of KRA PIN/VAT certificate	
7.	Certified copy of current business permit	
8.	Attach a CR12 form (current) obtained showing the shareholders of the firm, citizenship or a list of directors of shareholders, shareholding and citizenship	
9.	Must be licensed by the Commissioner of Insurance/ Insurance Regulatory Authority (IRA) , submit certified copy of current license	
10.	Must be a Member of the Association of Kenya Insurers (AKI). submit a certified copy of the current Membership certificate	
12.	Must submit a list of at least five (5) reputable clients with a minimum of 300 Employees (excluding MANDERA COUNTY GOVERNMENT) in the last three years and indicate the clients' premium together with contacts of the client. The county reserves the right to verify information provided.	
13	Must submit copies of the audited financial statements for the last (3) three years. 2019, 2018 &2017.	
14	<p>The underwriter must meet the following liquidity and solvency parameters:</p> <p><b>Solvency Ratio</b> i.e. Debts to Assets Ratio – acceptable threshold shall be a maximum of 2.</p> <p><b>Claims Coverage Ratio</b> i.e. Net Liquid Assets to Outstanding Claims Ratio – <i>the acceptable threshold shall be a minimum of 1</i></p> <p><b>Current Ratio</b> i.e. Current Assets to Current Liabilities Ratio – <i>the acceptable threshold shall be a minimum of 1.</i></p>	
15	Must submit evidence of qualification for CEO and Principal with a University Degree, Professional qualification from college of Insurance or ACII and over 5 years' experience in Insurance.	
15	Give a detailed write up that This cover shall have NO exclusions for terrorism, political, riots and strike	
16	Country wide service provider list with at least 3 medical facilities In Mander county	
17	Provision of private wards to members insured under Job group R and above and	

	General Ward for those insured under job group K-Q and job group A-F & G-J	
18	Provision of six weeks medical cover to employees whenever travelling outside the country.	
19	KEPI/ Baby friendly vaccines to be covered in full within the out-patient cover	
20	Cater for accommodation/ Lodger fees for those accompanying children below 7 years	
21	All chronic illnesses, all pre-existing conditions and HIV Aids to be covered within inpatient and outpatient covers as applicable depending on the amount of benefit.	
22	Treatment of congenital defects /x-rays/MRI/CT-SCAN ETC	
23	Valid signed contract with medical travel agency capable of facilitating international treatment i.e in india/s.africa/china etc on credit basis for the purpose of advanced treatment or cost-effective treatment	

### C) Technical Evaluation. Combined for the Broker and the Underwriter.

At the technical evaluation stage, the bids shall be subjected to the technical evaluation criteria as stipulated in the table below. The maximum score shall be 100%. Pass mark to proceed to financial evaluation is 85% and above out of 100%.

<b>N O</b>	<b>EVALUATION CRITERIA</b>	<b>MAX SCORE</b>	<b>Score</b>
1.	Evidence of the broker's ability and capability to provide the insurance services tendered for <ul style="list-style-type: none"> <li>Qualifications and experience of key personnel (5no.) and capacity to deliver service <b>(15 marks)</b></li> </ul>	<b>15</b>	
2.	Premium Turnover: Must have underwritten at least Kshs. 500 Million and above for the last two years (2018 and 2019)	<b>5</b>	
3.	Strength of the Insurers used (Underwriter) (refer to Solvency, Claims Coverage Ratio and Current Ratio). <i>(Note that minimum score for Insurers is Mandatory.)</i>	<b>5</b>	
4.	Particulars of professional indemnity cover held by the broker (Kshs.300,000,000 and above)	<b>10</b>	
5.	Provision of a list of five (5) current and reputable clients (excluding MANDERA COUNTY GOVERNMENT) for whom similar insurance services are being offered <b>and</b> duly completed Clients Reference Forms for each of the clients) <b>3 mrk for each.</b>	<b>15</b>	

6.	Must submit copies of the audited financial statements for the last (3) three years. 2019, 2018 &2017.	<b>15</b>	
7.	Evidence of credit worthiness from the underwriter's Bankers, letter of credit.	<b>5</b>	
8.	Must provide evidence of the least period used to settle previous claims upon presentation of all required documents. (At least 5 claims)	<b>10</b>	
9	Declaration and Undertaking by the Underwriter on material representation, processing of claim, settlement of claim and No Award conditions.	<b>5</b>	
10	Must provide proposal or methodology of how to administer the scheme including Messengerial, Desermination of information, Claim coordination, claim settlement and reports.	<b>10</b>	
11	Must provide proposal or methodology of how to deal with claims from undeclared members and unreported.	<b>5</b>	
		<b>100%</b>	
	<b>Pass mark.</b>	<b>85%</b>	

(c) **Financial Evaluation**

The firms that qualify at the technical evaluation stage shall have attained 85% and above. At this stage, their financial proposals shall be opened by the evaluation committee. Financial proposals for the bidders who fail to attain the pass mark shall be returned unopened.

The evaluation committee shall determine whether the financial proposals are complete, correct and without any computational errors.

The evaluation committee shall recommend award to the lowest quote most responsive evaluated bidder.

**Note:** Tenderers will be expected to quote in Kenya Shillings inclusive of all taxes.

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

Reference of general conditions of contract	Special condition of contract
3.6 Performance security	The successful bidder will furnish the procuring entity with a performance security equivalent to 10% of the bid price within 15 days from the date of notification of award
3.7 delivery of services	This tender is for an initial period of one (1) year with an option of renewal for an additional one year subject to satisfactory performance.
3.8 Payment	Annual premium will be paid either once or in equal installments at the beginning of the policy
3.9 Price adjustment	Not allowed-however, the policy should be able to provide for additional assets or reduction of reduction of assets through disposal or depreciation as negotiated.
3.16 Applicable law	Shall be the laws of Kenya
3.18 Notices	MANDERA COUNTY GOVERNMENT P.O. Box 13 – 70300 MANDERA

**SECTION V - SCHEDULE OF REQUIREMENTS (TERMS OF REFERENCES)****TERMS OF REFERENCE (TOR) FOR PROVISION OF GROUP MEDICAL COVER****Scope and Eligibility**

The medical scheme should cover the public officer (employee/principal member), a spouse and up to 4 dependent children.

<b>Job Group</b>	<b>Inpatient Annual Cover Limit</b>	<b>Outpatient Annual Cover Limit</b>	<b>Maternity Annual Cover Limit</b>	<b>Dental Annual Cover Limit</b>	<b>Optical Annual Cover Limit</b>
Governor	10,000,000	300,000	150,000	75,000	75,000
Dep. Governor	7,000,000	250,000	150,000	75,000	75,000
Chairman, CEC, CPSB, County Secretary	2,000,000	250,000	150,000	30,000	35,000
R-T	2,000,000	250,000	150,000	30,000	35,000
K-Q	1,500,000	200,000	150,000	30,000	35,000
G-J	750,000	80,000	100,000	10,000	10,000
A-F	750,000	80,000	100,000	10,000	10,000

<b>Job Group</b>	<b>Number of principals</b>
Governor	1
Dep. Governor	1
Chairman, CEC, CPSB, County Secretary and R-T	92
K-Q	461
A-F & G-J	1626
<b>TOTAL</b>	<b>2181</b>

**Mandatory and Eligibility**

The medical scheme should cover the public officer (employee/principal member), a spouse and up to 4 dependent children.



## SECTION VI : STANDARD FORMS

### Notes on the standard Forms

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

**FORM OF TENDER**

To:

Date.....

MANDERA COUNTY GOVERNMENT

Tender No. MCG/OT/03/2020-2021

Tender Name: PROVISION OF MEDICAL INSURANCE COVER TO THE EXECUTIVE AND STAFF MEMBERS (OPEN TO REGISTERED MEDICAL INSURANCE BROKERAGE FIRMS REGISTERED AND OPERATING IN KENYA)

Gentlemen and/or Ladies:-

1. Having examined the Tender documents including Addenda No. (Insert numbers) ..... the receipt of which is hereby duly acknowledged, we the undersigned, offer to provide Insurance Services under this tender in conformity with the said Tender document for the sum of ..... [Total Tender amount in words] and..... figures] or such other sums as may be ascertained in accordance with the Schedule of Prices attached herewith and made part of this Tender.

2. We undertake, if our Tender is accepted, to provide the MEDICAL INSURANCE Cover Services in accordance with the conditions of the tender.

3. We agree to abide by this Tender for a period of .....[number] days from the date fixed for Tender opening of the Instructions to Tenderers, and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

4. This Tender, together with your written acceptance thereof and your notification of award, shall constitute a Contract between us subject to the signing of the contract by both parties.

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

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 2015

[Signature]

[In the capacity of]

Duly authorized to sign tender for and on behalf of .....

**PRICE SCHEDULE FORM**

Prices shall be inclusive of all taxes; claims for lack of understanding or omission in this regard will not be accepted after the award of the tender.

The bidder **MUST** complete and submit the tables below. The premiums must be quoted on basis of all the categories stated below.

**Price Schedule Form**

S/No	Item Description	Premium in Ksh inclusive of all taxes and levies
1.	Provision of medical cover for Mandera county Government staff and Executive members	
	<b>TOTAL</b>	

**TOTAL PREMIUMS KSHS IN WORDS**

.....  
 .....

Authorized Official:  
 Name.

Signature

.....

.....

Date.....

Stamp.....

**CONTRACT FORM**

THIS AGREEMENT made the \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_ between  
 [MANDERA COUNTY GOVERNMENT] of \_\_\_\_\_ [KENYA] (hereinafter called  
 “the Procuring entity”) of the \_\_\_\_\_  
 one part and \_\_\_\_\_ [name of tenderer] of \_\_\_\_\_ [city  
 and country of tenderer] (hereinafter called “the tenderer”) of the other part:

WHEREAS the Procuring entity invited tenders for the MEDICAL INSURANCE COVER and has accepted a tender by the tenderer for the supply of the services in the sum of \_\_\_\_\_  
 \_\_\_\_\_ [contract price in  
 words in figures] (hereinafter called “the Contract Price”).

NOW THIS AGREEMENT WITNESSTH AS FOLLOWS:-

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Agreement, viz:
  - (a) the Tender Form and the Price Schedule submitted by the tenderer;
  - (b) the Schedule of Requirements
  - (c) the Details of cover
  - (d) the General Conditions of Contract
  - (e) the Special Conditions of Contract; and
  - (f) the Procuring entity’s Notification of Award
3. In consideration of the payments to be made by the Procuring entity to the tenderer as hereinafter mentioned, the tenderer hereby covenants with the Procuring entity to provide the MEDICAL INSURANCE COVER and to remedy defects therein in conformity in all respects with the provisions of the Contract.
4. The Procuring entity hereby covenants to pay the tenderer in consideration of the provision of the services and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the contract at the times and in the manner prescribed by the contract.

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

Signed, sealed, delivered by \_\_\_\_\_ the \_\_\_\_\_ (for the Procuring entity)

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

**8.2 CONFIDENTIAL BUSINESS QUESTIONNAIRE**

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

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

<p>Part 1 General</p> <p>Business Name .....</p> <p>Location of Business Premises .....</p> <p>Plot No, .....Street/Road .....</p> <p>Postal address .Tel No. ....Fax Email.....</p> <p>Nature of Business .....</p> <p>Registration Certificate No. ....</p> <p>Maximum value of business which you can handle at any one time – Kshs. .</p> <p>Name of your bankers.....</p> <p>Branch.....</p>
---

	Part 2 (a) – Sole Proprietor																				
	Your name in full.....Age..... Nationality.....Country of Origin..... Citizenship details .....																				
	Part 2 (b) – Partnership																				
	Given details of partners as follows <table style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 15%;">Name</th> <th style="width: 25%;">Nationality</th> <th style="width: 35%;">Citizenship details</th> <th style="width: 25%;">Shares</th> </tr> </thead> <tbody> <tr> <td>1. ....</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> <tr> <td>2. ....</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> <tr> <td>3. ....</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> <tr> <td>4. ....</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> </tbody> </table>	Name	Nationality	Citizenship details	Shares	1. ....	.....	.....	.....	2. ....	.....	.....	.....	3. ....	.....	.....	.....	4. ....	.....	.....	.....
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1. ....	.....	.....	.....																		
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4. ....	.....	.....	.....																		
	Part 2 (c) – Registered Company																				
	Private or Public State the nominal and issued capital of company Nominal Kshs. Issued Kshs. Given details of all directors as follows <table style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 15%;">Name</th> <th style="width: 25%;">Nationality</th> <th style="width: 35%;">Citizenship details</th> <th style="width: 25%;">Shares</th> </tr> </thead> <tbody> <tr> <td>1. ....</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> <tr> <td>2. ....</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> <tr> <td>3. ....</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> <tr> <td>4. ....</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> </tbody> </table>	Name	Nationality	Citizenship details	Shares	1. ....	.....	.....	.....	2. ....	.....	.....	.....	3. ....	.....	.....	.....	4. ....	.....	.....	.....
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1. ....	.....	.....	.....																		
2. ....	.....	.....	.....																		
3. ....	.....	.....	.....																		
4. ....	.....	.....	.....																		
	Date.....Signature of Candidate.....																				

## TENDER SECURITY FORM

Whereas [*name of Bidder*] (hereinafter called <the tenderer> has submitted its bid dated [*date of submission of bid*] for the provision of insurance services (hereinafter called <the tender>

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

THE CONDITIONS of this obligation are:-

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

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

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

[Authorized Signatories and official stamp of the Bank]

*(Amend accordingly if PROVIDED by Insurance Company)*

**PERFORMANCE SECURITY FORM**

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

WHEREAS ..... *[Name of tenderer]*  
 (Hereinafter called "the tenderer") has undertaken, in pursuance of Contract No. \_\_\_\_\_  
 \_\_\_\_\_ *[Reference number of the contract]* dated \_\_\_\_\_ 20 \_\_\_\_\_  
 \_\_\_\_\_ to provide .....  
*[Description of insurance services]* (Hereinafter called "the Contract")

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

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

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

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

Signature and seal of the Guarantors

*[Name of bank of financial institution]*

*[Address]*

*[Date]*

*(Amend accordingly if PROVIDED by Insurance Company)*

# ***FORM OF POWER OF ATTORNEY***

*(All bidders shall complete this form otherwise, their bids shall be considered non-responsive)*

We \_\_\_\_\_ (Name of Bidder)

having our offices located in \_\_\_\_\_ (Name of Town and Building) duly authorize

\_\_\_\_\_ (Name of person appointed to act for and on behalf of the bidder) to

act for and on our behalf on all matters pertaining to the Provision of General Insurance cover as stipulated under PROVISION OF MEDICAL INSURANCE COVER TO THE EXECUTIVE AND STAFF MEMBERS (OPEN TO REGISTERED MEDICAL INSURANCE BROKERAGE FIRMS REGISTERED AND OPERATING IN KENYA)

Duly signed and delivered:

Name of appointed attorney: \_\_\_\_\_

Signature of appointed attorney: \_\_\_\_\_

Witnessed by:

1. Name of First Company Director: \_\_\_\_\_

Signature: \_\_\_\_\_

2. Name of Second Company Director: \_\_\_\_\_

Signature: \_\_\_\_\_

Company Seal:

\_\_\_\_\_



**Performance Evaluation**

(The insured to indicate client rating by ticking the appropriate box)

<i>How do you rate the performance of the insurance company as per their responsiveness to the following:- Excellent</i>	<i>Excellent</i>	<i>Good</i>	<i>Average</i>	<i>Poor</i>
<i>1. Claims handling</i>				
<i>2. Underwriting responsiveness</i>				
<i>3. General customer care</i>				

*Name of authorized signatory .....*

*Title.....*

*Signature.....*

*Date.....*

*Official stamp of the Insured.....*

*Telephone contacts:-.....*