

REPUBLIC OF KENYA

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*P.O BOX 4221-30200
KITALE*

COUNTY ASSEMBLY OF TRANS NZOIA

TENDER DOCUMENT

**PROVISION OF MEDICAL INSURANCE
COVER FOR THE FINANCIAL YEAR
2023/2024**

CLOSING DATE AND TIME: 13TH DECEMBER 2023 AT 11:30 AM.

COUNTY ASSEMBLY OF TRANSNZOIA

P. O. BOX 4221 – 30100, KITALE – KENYA Web:

www.transnzoiaassembly.go.ke

TENDER NOTICE

The County Assembly of Transnzoia invites eligible competent bidders for the Tender for Provision of Medical Insurance Cover for MCA's and Staff.

TENDER NUMBER	Tender Item Description
CATN/MED/11/23-24	Provision of MCAs and Staff Medical Cover

Tender documents with detailed specifications of the required services may be obtained from the county assembly website www.transnzoiaassembly.go.ke at no cost.

Completed tender documents must be submitted in enclosed plain sealed envelopes, clearly marked with the Tender Number and written either, "Tender for Supply /Provision" – "Category Reference/Description" and be deposited in the tender box situated at the County Assembly Reception, so as to be received on or before **13th December 2023 AT 11.30AM.**

Opening of tender documents will take place immediately thereafter at boardroom in the presence of the candidates' representatives who may choose to attend.

Tenders should be addressed to:-

THE CLERK
COUNTY ASSEMBLY OF TRANSNZOIA
P. O. BOX 4221 – 30100,
KITALE - KENYA

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INTRODUCTION

- 1.1 This standard tender document for procurement of insurance services has been prepared for use by public entities in Kenya in the procurement of all types of insurance covers as per the Public Procurement and Asset Disposal Act 2015.
- 1.2 The following general directions should be observed when using the document;
 - (a) Specific details should be furnished in the invitation to tender notice and in the special conditions of contract. The final document to be provided to the tenderers should not have blank spaces or give options.

- (b) The instructions to tenderers and the General conditions of contract should remain unchanged. Any necessary amendments to these parts should be made through the special conditions of contract and appendix to instructions to tenderers respectively.
- 1.3 (a) Information contained in the invitation to tender shall conform to the data and information in the tender documents to enable potential tenderers to decide whether or not to participate in the tender and shall indicate any important tender requirements.
- (c) The invitation to tender shall be issued as an advertisement in accordance with the regulations or a letter of invitation addressed to tenderers who have expressed interest following an invitation for expression of interest for which the invitation is issued.

1.4 The cover of the tender document should be modified to include:

- I. Tender number.
- II. Tender name.
- III. Name of procuring entity.

SECTION I - INVITATION FOR TENDERS

TENDER REF. NO: *CATN/MED/11/23-24*
TENDER NAME: *Provision of MCAs and staff Medical Cover*

- 1.1 The County Assembly of Transnzoia invites sealed tenders from eligible candidates for Provision of Medical Insurance service
- 1.2 Interested eligible candidates may obtain further information from and inspect the tender documents at the Procurement Office during normal office working hours, or visit the website www.transnzoiaassembly.go.ke.
- 1.3 A complete set of tender documents may be obtained by interested candidates by downloading the tender documents from our website www.transnzoiaassembly.go.ke
- 1.4 Prices quoted should be net inclusive of all taxes, and delivery costs, must be in Kenya Shillings and shall remain valid for 120 days from the closing date of the tender.
- 1.5 Completed tender documents are to be enclosed in plain sealed envelopes, marked with the tender number and name and be deposited in the Tender Box County Assembly of Transnzoia at the main Reception, **to be addressed to Clerk, County Assembly of Transnzoia, Box 4221-30100 Kitale so as to be received on or before 13th December 2023 AT 11.30 AM.**
- 1.6 Tenders will be opened immediately thereafter in the presence of the candidates' representatives who choose to attend at county assembly boardroom, **11.30 AM.**

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 (**16th January, 2024 to 15th, January 2025**) specified in the tender documents.
- 2.1.2 The C.A.T employees, honorable/committee members, board members and their relatives (spouse and children) are not eligible to participate in the tender unless where specially allowed under section 66 of the PPADA Act 2015.
- 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 CAT 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 CAT, will in no case be responsible or liable for those costs. Regardless of the conduct or outcome of the tendering process
- 2.2.2 There is no price charged for downloading the tender documents.
- 2.2.2 The CAT shall allow the tenderer to review the tender document free of charge in the website.

2.3 Contents of Tender Document

- 2.3.1 The tender documents comprise the documents listed below and addenda issued in accordance with clause 2.5 of these instructions to tenderers.

- (i) Instructions to Tenderers
- (ii) General Conditions of Contract
- (iii) Special Conditions of Contract
- (iv) Schedule of Requirements
- (v) Details of Insurance Cover

- (vi) Form of Tender
- (vii) Price Schedules
- (viii) Contract Form
- (ix) Confidential Business Questionnaire Form
- (x) Tender security Form
- (xi) Performance security Form
- (xii) Insurance Company's Authorization Form
- (xiii) Declaration Form
- (xiv) Request for Review Form

2.3.2 The Tenderer is expected to examine all instructions, forms, terms and specification in the tender documents. Failure to furnish all information required by the tender documents or to submit a tender not substantially responsive to the tender documents in every respect will be at the tenderers risk and may result in the rejection of its tender.

2.4 Clarification of Tender Documents

2.4.1 A Candidate making inquiries of the tender documents may notify the CAT by post, or by email at the procuring entity's address indicated in the Invitation for tenders. The CAT will respond in writing to any request for clarification of the tender documents, which it receives not later than seven (7) days prior to the deadline for the submission of the tenders, prescribed by the CAT.

2.4.2 The CAT shall reply to any clarifications sought by the tenderer within three (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 CAT, for any reason, whether at its own initiative or in response to a clarification requested by a prospective tenderer, may modify the tender documents by issuing an addendum.

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

2.5.3 In order to allow prospective tenderers reasonable time in which to take the amendment into account in preparing their tenders, the CAT, 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 CAT, 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

- 2.9.1 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.
- 2.9.2 Prices indicated on the Price Schedule shall be the cost of the services quoted including all customs duties and VAT and other taxes payable.
- 2.9.3 Prices quoted by the tenderer shall remain fixed during the Term of the contract unless otherwise agreed by the parties. A tender submitted with an adjustable price quotation will be treated as non-responsive and will be rejected, pursuant to paragraph 2.20.5

2.10. Tender Currencies

- 2.10.1 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 CAT 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 be less than 2% of quoted /Bid price**

2.12.3 The tender security is required to protect the CAT 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 PPRA.
- 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 **120 days** after date of tender opening pursuant to paragraph 2.18. **A tender valid for a shorter period shall be rejected by the Procuring entity as non-responsive.**

2.13.2 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 The presentation of tender will be in two copies; The tenderer shall prepare and clearly marking each "ORIGINAL TENDER" and "COPY OF TENDER," as appropriate. In the event of any discrepancy between them, the original shall govern.

2.14.2 The original 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 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 CAT at the address given in the Invitation to Tender.
- (b) bear tender number and name in the invitation to tender and the words, **"DO NOT OPEN BEFORE 13TH DECEMBER 2023 AT 11:30 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 CAT will assume no responsibility for the tender's misplacement or premature opening. The tender document must be tape / book bound. Spiral binding and use of spring or box files will not be accepted and will lead to automatic disqualification.

2.16. Deadline for Submission of Tenders

2.16.1 Tenders must be received by the CAT at the address specified under paragraph 2.15.2 not later than **13TH DEC 2023 AT 11:30 AM**

2.16.2 The CAT 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 CAT and candidates previously subject to the deadline will thereafter be subject to the deadline as extended.

2.16.3 Bulky tenders which will not fit 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 CAT 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 Post 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

2.18.1 The CAT will open all tenders in the presence of tenderers' representatives who choose to attend, on **13TH DEC 2023 AT 11:30AM.**

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 CAT 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 CAT 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 CAT in the 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 CAT 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 CAT 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 CAT 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 CAT will evaluate and compare the tenders which have been determined to be substantially responsive, pursuant to paragraph 2.20

2.22.2 The CAT 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 CAT 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 CAT 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 CAT 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 CAT 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 CAT 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 CAT 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 CAT will award the contract to the successful tenderer whose tender has been determined to be substantially responsive and has been determined to be the lowest evaluated tender, provided further that the tenderer is determined to be qualified to perform the contract satisfactorily.
- 2.25.2 To qualify for contract awards, the tenderer shall have the following:-
- (a) Necessary qualifications, capability experience, services, equipment and facilities to provide what is being procured.
 - (b) Legal capacity to enter into a contract for procurement
 - (c) Shall not be insolvent, in receivership, bankrupt or in the process of being wound up and is not the subject of legal proceedings relating to the foregoing.
 - (d) Shall not be debarred from participating in public procurement.

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

- 2.26.1 The CAT 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 CAT action. If the CAT determines that none of the tenders is responsive, the CAT shall notify each tenderer who submitted a tender.
- 2.26.2 The CAT shall give prompt notice of the termination to the tenderers and on request give its reasons for termination within **14 days** of receiving the request from any tenderer.
- 2.26.3 A tenderer who gives false information in the tender document about his qualification or who refuses to enter into a contract after notification of contract award shall be considered for debarment from participating in future public procurement.

2.27 Notification of Award

- 2.27.1 Prior to the expiration of the period of tender validity, the CAT 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 CAT 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 CAT will promptly notify each unsuccessful Tenderer and will discharge its tender security, pursuant to paragraph 2.12.

2.27 Signing of Contract

- 2.28.1 At the same time as the CAT notifies the successful tenderer that its tender has been accepted, the CAT 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 CAT.
- 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 CAT.
- 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 CAT 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 CAT 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 CAT 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

Notes on the Appendix to the Instruction to Tenderers

1. The Appendix to instructions to tenderers is intended to assist the procuring entity in providing specific information in relation to corresponding clause in the instructions to Tenderers included in Section II and has to be prepared for each specific procurement.
2. The procuring entity should specify in the appendix information and requirements specific to the circumstances of the procuring entity, the procuring of the procurement, and the tender evaluation criteria that will apply to the tenders.
3. In preparing the Appendix the following aspects should be taken into consideration;
 - (a) The information that specifies and complements provisions of Section II to be incorporated.
 - (b) Amendments and/or supplements if any, to provisions of Section II as necessitated by the circumstances of the specific procurement to be also incorporated.
4. Section II should remain unchanged and can only be amended through the Appendix to instructions to tenders.
5. Any clause to be included in the appendix to instructions to tenderers must be consistent with the applicable public procurement law and regulations.

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.

INSTRUCTIONS TO TENDERERS	PARTICULARS OF APPENDIX TO INSTRUCTIONS TO TENDERERS.
2.1	Firms Offering Medical Insurance cover Services Registered in Kenya. The Successful tenderer shall provide the services for the period as shall be specified in the contract.
2.10	Prices shall be quoted in Kenya Shillings.
2.11	For the purposes of establishing its eligibility, the tenderer shall furnish: i) Certificate of incorporation, ii) Certificate of tax compliance, iii) PIN and VAT Registration Certificate, iv) Company Profile on the provided business questionnaire, v) Valid Single Business Permit 2023, vi) Must submit membership of Association of Kenya Insurance.
	vii) Litigation history of the company(provide duly signed self-sworn affidavit for both court and arbitration)
2.12	Tender Security: - Tenderers SHALL sign Tender Securing Declaration form.
2.16.3	Bulky tenders which will not fit in the tender box shall be delivered and registered at the Procurement Office and registered.
Other's as necessary	Right to award Contract:- The County Assembly of Transzoia reserves the right to award the contract in whole or in part without any change in the Unit price or other terms and conditions.

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" (in this case CAT –County Assembly of Transnzoia) is 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 super ceded 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 CAT 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 CAT 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 CAT 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 CAT and shall be returned (all copies) to the CAT on completion of the contract's or performance under the Contract if so required by the CAT.

3.5. Patent Rights

- 3.5.1 The Contractor shall indemnify the CAT 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 CAT 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 CAT 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 CAT 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 CAT and returned to the Candidate not later than thirty (30) days following the date of completion of the Contractor's performance of obligations under the Contract, including any warranty obligations, under the Contract.

3.7. Delivery of services and Documents

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

3.8. Payment

- 3.81. The method and conditions of payment to be made to the contractor under this Contract shall be specified in SCC
- 3.82. Payment shall be made promptly by the CAT, but in no case later than sixty (60) days after submission of an invoice or claim by the contractor.

3.9. Prices

- 3.9.1 Prices charges by the contractor for Services performed under the Contract shall not, with the exception of any price adjustments authorized in SCC vary from the prices quoted by the tenderer in its tender or in the CAT 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 Contractor shall not assign, in whole or in part, its obligations to perform under this Contract, except with the CAT prior written consent.

3.11. Termination for Default

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

3.12. Termination for Insolvency

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

3.13. Termination for Convenience

3.13.1 The CAT by written notice sent to the contractor, may terminate the contract in whole or in part, at any time for its convenience. The notice of termination shall specify that the termination is for the procuring entities convenience, the extent to which performance of the contractor of the contract is terminated and the date on which such termination becomes effective.

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

3.14 Resolution of Disputes

3.14.1 The CAT and the contractor shall make every effort to resolve amicably by direct informal negotiations and disagreement or disputes arising between them under or in connection with the contract.

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

3.15. Governing Language

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

3.16. Applicable Law

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

3.17 Force Majeure

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

3.18 Notices

3.18.1 Any notices given by one party to the other pursuant to this contract shall be sent to the other party by post or 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*

4.1. CONDITIONS TO BE MET BY THE INSURANCE COMPANY

4.1.1 Must be registered with the Commissioner of Insurance for the current year and a copy of the current license be submitted.

4.1.2 Must have done annual gross premiums in previous year of **Kshs. 1 billion** (attach proof)

4.1.3 Must have paid up capital of at least **Kshs. 600M** (attach proof)

4.1.4 Must give a list of 5 (five) reputable clients and the total clients premiums for the previous year

4.1.5 Must submit a copy of the audited accounts for the previous year

4.1.6 Must have total number of management staff of at least **4** (attach proof)

4.1.7 Must submit copies of the following documents;

(a) PIN Certificate / Income Tax / V.A.T / P.A.Y.E

(b) Valid Tax Compliance Certificate

(c) Certificate of Registration/Incorporation

(d) Valid Single Business Permit 2023

(e) Company Profile

4.1.8 Must be a valid member of the Association of Kenya Insurance (AKI)

4.1.9 Proof of handling equivalent risks (medical)

4.1.10 Bid security of not less than 2% BID price.

Reference of general conditions of contract	Special condition of contract
3.6 Performance security	10% of quoted price(mandatory)
3.7 Delivery of Services	Commencement of the service as per the terms of contract agreement
3.8 Payment	In agreed Installments
3.9 Price adjustment	<u>Shall not be done on mathematical errors.</u> Price variation for contracts not exceeding 12 months shall not be permitted.
3.16 Applicable law	Laws of Kenya
3.18 Notices	Successful tenderer shall provide services as they are agreed in contract including honoring jure documented claims within 30 days

SECTION V - SCHEDULE OF REQUIREMENTS

5.0 Introduction

The County Assembly of Transzoia recognizes a healthy workforce as an asset towards the achievement of its goals. The main objective of the medical Insurance scheme is to provide adequate and cost effective health care to the honorable members and staff of County Assembly. This is in line with the Employment Act 2007 which states that “an employer shall ensure the provision of sufficient and proper medicine for his employees during illness and if possible medical attendance during serious illness”. For this reason, the County Assembly of Transzoia intends to contract the services of an experienced and reputable Medical Insurance Company to provide a medical cover for its employees.

5.1 Objective of the Cover

The primary objective of the cover is to provide a comprehensive in-patient and out-patient medical Cover for members and staff of the County Assembly and their immediate dependents (i.e. 1 spouse and 4 children)

5.2 Scope

The provider is expected to provide efficient and effective medical services for all the MCAs and staff of the County Assembly and their immediate dependents. It should be a service that is easily available and accessible for all staff of the County Assembly as and when required. The number of the all staff and MCAs of the

County Assembly and their dependents to be covered may change from time to time and all the Medical Providers will be advised accordingly.

The following should be NOTED:

- 1) This medical cover is subject to the Salaries and Remunerations Commission's circular ref no SRC/TS/CGOVT/3/61 of 19th December, 2014 and THE KENYA GAZETTE notice dated 9th August ,2023 which provides guidelines to beneficiaries as shown on the table below;

Civil Service Job Groups	In Patient Annual Cover Limit	Outpatient Annual	Maternity Annual Cover Limit	Dental Annual Cover Limit	Optical Annual Cover Limit
R - T (3)	2,000,000	250,000	150,000	30,000	35,000
K - Q (57)	1,500,000	200,000	100,000	30,000	25,000
G - J (29)	1,000,000	150,000	75,000	30,000	15,000
A- F (20)	750,000	100,000	50,000	30,000	15,000

	INPATIENT Annual Cover Limit	OUTPATIENT Annual Cover Limit	MATERNITY Annual Cover Limit	DENTAL Annual Cover Limit	OPTICAL Annual Cover Limit
SPEAKER (1)	3,000,000	200,000	100,000	50,000	50,000
MCAAs (33)	3,000,000	200,000	100,000	50,000	50,000
BOARD MEMBER (2)	2,000,000	200,000	150,000	30,000	35,000

- The total number of all honorable members and speaker (34), 2 board members and staff of the County Assembly (109), so the anticipated total to be covered is 145.
- Dependents of all members and staff of the County Assembly that is, one spouse and a maximum of four (4) children aged below twenty five (25) years if residing with their parents and enrolled in a recognized post-secondary institution or adult below 25 years who depends on the parents due to unavoidable conditions such as medically challenged adult, persons with disabilities dependents etc.

5.3 Cover/Benefits Required

MEDICAL INSURANCE PROVISIONED BENEFITS	COVER DETAILS			
OUT-PATIENT	CAT R-T	CAT K-Q	CAT G-J	CAT A-F
<p>The benefits required, which could be provided on a capitation basis, are:</p> <ul style="list-style-type: none"> a) General Consultation b) Prescribed laboratory tests/investigations c) Prescribed Drugs / medicines d) Outpatient procedures e.g. dressing. e) Approved X-rays, Ultrasound and CT Scans f) Management of chronic ailments: HIV/AIDS, diabetes, asthma covered to the full limit of the outpatient cover g) Pre-existing conditions, chronic HIV/AIDS and cancer related conditions covered to the full limit of the outpatient cover h) Congenital conditions; covered to the full limit of the outpatient cover i) Attendance to other opportunistic disease such as TB etc j) Psychiatric treatment and Psychiatric Counseling services k) KEPI Vaccinations and baby friendly vaccines l) basic Dental services m) basic Optical service n) Treatment of Gynecological illnesses. o) Pap smears and P.S.A (Prostate Specific Antigen) p) pre-natal care and ultra sounds q) Child welfare r) Radiological examinations s) Minor surgical services t) Physiotherapy services u) Occupational therapy services v) Speech Therapy 				
<ul style="list-style-type: none"> v) Diagnostic consultation with a specialist upon referral by a general practitioner w) Diagnostic consultation with a general practitioner registered with the Kenya Medical Practitioners and Dentist Board 				

IN-PATIENT	CAT R-I	CAT K-Q	CAT G-J	CAT A-F
<p>The benefits required are:</p> <ul style="list-style-type: none"> a) General in-patient service b) Medical service for Pre-terms and Congenital conditions up to the maximum coverage of the inpatient benefit; c) Management of chronic ailments e.g. HIV/AIDS, Diabetes, Asthma etc. d) Medical services for pre-existing conditions chronic HIV/AIDS and cancer related conditions up to the maximum coverage of the inpatient benefit e) Inpatient dental due to accident f) Inpatient dental due to illness g) Inpatient optical due to accident h) Inpatient optical due to illness i) Pregnancy related illnesses. j) Laboratory investigations and Radiology services e.g. x-rays, ultrasound, ECG, MRI scans; k) Doctor's, and specialist fees; l) Laboratory investigations, x-rays, ultrasound, ECG, MRI scans; m) Prescribed drugs, dressings, surgical appliances, and nursing procedures; n) Theatre including surgeon's fees and anesthetists' fees; o) Intensive care (ICU)/High Dependency Unit (HDU); p) Physiotherapy and Home care nursing q) Rent for non-motorized wheel chairs, braces, corsets and crutches r) Gynecological and prosthesis treatment; s) Day Care surgery; t) Post hospitalization visits/follow-ups after discharge; u) Psychiatric and Psychological illness treatment v) Accommodation for parent/guardian accompanying a child below 10 years; w) Local road and air evacuation in case of transfers x) Room charges/ Accommodation by Category 				

VALUE ADDITIONS	CAT R-T	CAT K-Q	CAT G-J	CAT A-F
<p>The benefits required are:</p> <ul style="list-style-type: none"> a) Use of Biometric smart card b) 100% claim Reimbursements of medical expenses c) Any expense for medical examinations done for checkup purposes not arising out of sickness or accident d) Cover outside Kenya on holiday and business e) 24 hour emergency/help line f) Evacuation abroad for treatment not locally available g) Regular utilization reports h) Credit facilities available to all major hospitals across the country i) Wellness programs and health talks j) Post hospitalization benefits k) Wellness programs and health talks l) Access to overseas referrals / treatments m) Territorial limit/geographical coverage (to the full limit) n) Travel vaccines o) Online Appointments p) Ex-Gracia provision q) Covid-19 Management 				
DENTAL	CAT R-T	CAT K-Q	CAT G-J	CAT A-F
<p>The benefits required are:</p> <ul style="list-style-type: none"> a) Extraction b) Filling c) Scaling d) Polishing e) X-rays 				
OPTICAL	CAT R-T	CAT K-Q	CAT G-J	CAT A-F
<p>The benefits required are:</p> <ul style="list-style-type: none"> a) Ophthalmologist expenses b) Prescribed Lenses (including Antiglare Lenses) c) Prescribed Frames d) Contact Lenses 				
MATERNITY	CAT R-T	CAT K-Q	CAT G-J	CAT A-F
<p>The benefits required are:</p> <ul style="list-style-type: none"> a) Delivery (Normal and C-section) b) Complications c) Pre-natal, Post-natal and Ultra sound 				

EVALUATION CRITERIA A) MANDATORY REQUIREMENTS (MR)

The following mandatory requirements SHALL be met notwithstanding other requirements in the documents:

NO	REQUIREMENTS	Yes	No
MR 1	Submission of a valid Copy of Certificate of Incorporation/ Registration certificate		
MR 2	Submission of a valid Copy of KRA Tax compliance certificate		
MR 3	Submission of a Single Business Permit 2023		
MR 4	Submission of a Bid security of not less than 2% bid amount and must be valid for not less than 120 days.		
MR 5	Submission of a Valid membership of Association of Kenya (AKI) Insurance.		
MR 6	Submission of a dully filled up Confidential Business Questionnaire in format provided.		
MR 7	Litigation history of the company (provide duly signed self-sworn affidavit for both court and arbitration)		
MR 8	Submission of a Valid Insurance Regulatory Authority (IRA) Certificate, Medical category licence for the year 2023		
MR 9	Provide power of Attorney giving the name of the person who should be signing the bid, authorizing him or her to Submit / execute the agreement as a binding document		
MR 10	Submission of original and copy of tender documents with at least four (4) different contact persons who are able to make instant decisions on emergency cases on a 24 hour call.		
MR 11	Declaration to commitment to ethical conduct.		

B. TECHNICAL EVALUATION

Bidders meeting the entire above mandatory requirements will be subjected to Technical Evaluation Criteria and marks assigned as indicated below:

S/NO.	Evaluation Criteria	Max Score	Bidder's Score
a) <u>Information about the Vendor</u>			
T1	At least 10 years' experience-Provide proof by attaching copies of award letters/contracts for the past six years from at least five reputable clients.	4 marks	
T2	Provide at least ten (10) certified recommendation letters from major healthcare providers (NHIF accredited), five (5) of which must be from within Transzoia County. Attach copies of service level agreements (SLA)	20 marks	
T3	The bidder must provide a certified sample of the Policy Document which is clearly responsive to the terms of reference (TORs).	1 marks	
T4	Financial competence:- i. Paid up capital of Kshs. 600M and above (attach proof) (2mks) ii. Must have done annual gross premiums in previous year of Kshs. 1 Billion (attach proof) (2mks) iii. Must submit a copy of the audited accounts stamped for the past 3 years (2022, 2021 and 2020). 1 mk	5 marks	
T5	Must provide recommendation letters dully signed and stamped from five (5) largest corporate clients covered for the past three years. The letters should have the following details:- i. Address ii. Names of contact persons iii. Telephone numbers Each letter = 1 mark	5 marks	

T6	<p>Underwriter claim management- provide evidence of (5) claims paid with values above 1 million in the past 3 years.</p> <p>Each paid up claim 1 mark x5</p>	5 marks
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b) Conformance with specific medical requirements (as per Specific requirements-section v)

PARAMETERS	Max Score	Bidder's Score
OUT-PATIENT	33 marks	
<p>The benefits required, which could be provided on a capitation basis, are:</p> <ol style="list-style-type: none"> 1. General Consultation (2 marks) 2. Prescribed laboratory tests/investigations(2 marks) 3. Prescribed Drugs / medicines(2 marks) 4. Outpatient procedures e.g. dressing. (2 mark) 5. Approved X-rays, Ultrasound and CT Scans(3 marks) 6. Management of chronic ailments: HIV/AIDS, diabetes, asthma covered to the full limit of the outpatient cover (2 marks) 7. Pre-existing conditions, chronic HIV/AIDS and cancer related conditions covered to the full limit of the outpatient cover(1 mark) 8. Congenital conditions; covered to the full limit of the outpatient cover (1 mark) 9. Attendance to other opportunistic disease such as TB etc. (1 mark) 10. Psychiatric treatment and Psychiatric Counselling services (1 mark) 11. KEPI Vaccinations and baby friendly vaccines (2 marks) 12. basic Dental services (1 mark) 		

<ul style="list-style-type: none"> 13. basic Optical service (1 mark) 14. Treatment of Gynecological illnesses. (1 mark) 15. Pap smears and P.S.A (Prostate Specific Antigen) (1 mark) 16. pre-natal care and ultra sounds (2 marks) 17. Child welfare (1 mark) 18. Radiological examinations (1 mark) 19. Minor surgical services (1 mark) 20. Physiotherapy services (1 mark) 21. Occupational therapy services (1 mark) 22. Speech Therapy (1 mark) 23. Diagnostic consultation with a specialist upon referral by a general practitioner (1 mark) 24. Diagnostic consultation with a general practitioner registered with the Kenya Medical Practitioners and Dentist Board (1 mark) 			
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IN-PATIENT	35 marks	Bidder's Score	
<p>The benefits required are:</p> <ol style="list-style-type: none"> 1. General in-patient service (3 marks) 2. Medical service for Pre-terms and Congenital conditions up to the maximum coverage of the inpatient benefit; (3 marks) 3. Management of chronic ailments e.g HIV/AIDS, Diabetes, Asthma etc. (2 marks) 4. Medical services for pre-existing conditions chronic HIV/AIDS and cancer related conditions up to the maximum coverage of the inpatient benefit (2 marks) 5. Inpatient dental due to accident (1 mark) 6. Inpatient dental due to illness (1 mark) 7. Inpatient optical due to accident (1 mark) 8. Inpatient optical due to illness (1 mark) 9. Pregnancy related illnesses. (1 mark) 10. Laboratory investigations and Radiology services e.g x-rays, ultrasound, ECG, MRI scans; (2 mark) 11. Doctor's, and specialist fees; (1 mark) 12. Laboratory investigations, x-rays, ultrasound, ECG, MRI scans; (1 mark) 13. Prescribed drugs, dressings, surgical appliances, and nursing procedures; (1 mark) 14. Theatre including surgeon's fees and anesthetists' fees; (2 mark) 15. Intensive care (ICU)/High Dependency Unit (HDU); (2 mark) 16. Physiotherapy and Home care nursing (1 mark) 17. Rent for non-motorized wheel chairs, braces, corsets and crutches (1 mark) 18. Gynecological and prosthesis treatment; (1 mark) 19. Day Care surgery; (1 mark) 20. Post hospitalization visits/follow-ups after discharge; (1 mark) 21. Psychiatric and Psychological illness treatment (1 mark) 22. Accommodation for parent/guardian accompanying a child below 10 years; (2 mark) 23. Local road and air evacuation in case of transfers (1 mark) 24. Room charges/Accommodation by Category (2 mark) 			

VALUE ADDITIONS**22 marks****Bidder's Score**

The benefits required are:

1. Use of Biometric smart card **(1 Mark)**
2. 100% claim Reimbursements of medical expenses **(1 Mark)**
3. Any expense for medical examinations done for checkup purposes not arising out of sickness or accident **(1 Mark)**
4. Cover outside Kenya on holiday and business **(1 Mark)**
5. 24 hour emergency/help line **(1 Mark)**
6. Evacuation abroad for treatment not locally available **(1 Mark)**
7. Regular utilization reports **(1 Mark)**
8. Credit facilities available to all major hospitals across the country **(1 Mark)**
9. Wellness programs and health talks **(1 Mark)**
10. Post hospitalization benefits **(1 Mark)**
11. Wellness programs and health talks **(1 Mark)**
12. Access to overseas referrals / treatments **(1 Mark)**
13. Territorial limit/geographical coverage (to the full limit) **(1 Mark)**
14. Travel vaccines **(1 Mark)**
15. Online Appointments **(1 Mark)**
16. Ex- Gracia provision **(1 Mark)**
17. Covid-19 and its related complications Management for both inpatient and outpatient **(6 marks)**

DENTAL**6 marks****Bidder's Score**

The benefits required are:

1. Extraction **(2marks)**
2. Filling **(1 mark)**
3. Scaling **(1 mark)**
4. Polishing **(1 mark)**
5. X-rays **(1 mark)**

OPTICAL**4 marks****Bidder's Score**

The benefits required are:

1. Ophthalmologist expenses **(1 mark)**
2. Prescribed Lenses (including Antiglare Lenses) **(1 mark)**
3. Prescribed Frames **(1 mark)**
4. Contact Lenses **(1 mark)**

MATERNITY	8 marks	Bidder's Score	
The benefits required are: <ol style="list-style-type: none"> 1. Delivery (Normal and C-section) (3 marks) 2. Complications (3 marks) 3. Pre-natal, Post-natal and Ultra sounds (2 marks) 			
TOTAL	150		

Technical evaluation Pass mark will be 140 out of 150

A tender must score a minimum mark of **140 marks** to qualify for financial evaluation. The County Assembly of Transzoia will conduct a due diligence on the clients and hospitals that will have been provided to determine the tenderers capability/capacity to provide the required services as per section 83 of PPADA 2015.

FINANCIAL EVALUATION

The firm with the lowest quoted price in the financial evaluation stage will be recommended for award of the tender as the lowest evaluated bid according to section 86 of PPADA 2015 but subject to;

Due diligence of amongst factors like list of clients and hospitals covered, claim settlement, customer service, pre-authorization issues etc to determine the tenderers capability/capacity to provide the required services. This will also include past experiences with the service providers.

PRICING SCHEDULE

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.

Price Schedule Form summary

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 table below. The premiums must be quoted on basis of all the categories 1 - 5 stated below.

C A T	SERVICE	CATE GORY/ JOB GROU P	PRINCIPA L MEMBERS	(M) PREMIU MS (KSHS.)	TOTA L PREMI UMS (KSHS)
1	OUT-PATIENT				
		R-T	3		
		K-Q	57		
		G-J	29		
		A-F	20		
2	IN-PATIENT				
		R-T	3		
		K-Q	57		
		G-J	29		
		A-F	20		
3	DENTAL				
		R-T	3		
		K-Q	57		
		G-J	29		
		A-F	20		
4	OPTICAL				
		R-T	3		
		K-Q	57		
		G-J	29		
		A-F	20		
5	MATERNITY				
		R-T	3		
		K-Q	57		
		G-J	29		
		A-F	20		

	INPATIENT	OUTPATIENT	MATERNITY	DENTAL	OPTICAL	TOTAL PREMIUM
SPEAKER (1)						
MCAs (33)						
MCAs Total Premium						
BOARD MEMBERS (2)						
Board members Total premium						

SECTION VI - STANDARD FORMS

Notes on the standard Forms

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

Form of Tender

To: _____
Name and address of procuring entity

Date _____

Tender No.
Tender Name

Gentlemen and/or Ladies:-

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

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

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

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

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

Dated this _____ day of _____ 2023.

[Signature]

[In the capacity of]

Duly authorized to sign tender for and on behalf of _____

CONFIDENTIAL BUSINESS QUESTIONNAIRE

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

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

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

TENDER SECURITY FORM

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

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

20 _____

THE CONDITIONS of this obligation are:-

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

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

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

[Authorized Signatories and official stamp of the Bank]

PERFORMANCE SECURITY FORM

To:
[Name of procuring entity]

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

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

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

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

This guarantee is valid until the _____ day of _____

20 _____

Signature and seal of the Guarantors

[Name of bank of financial institution]

[Address]

[Date]

FORM RB 1

REPUBLIC OF KENYA
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 of20.....in the matter of Tender No.....of
.....20...

REQUEST FOR REVIEW

I/We.....,the above named Applicant(s), of address: Physical
address.....Fax 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. etc.

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

- 1.
2. etc

SIGNED(Applicant)

Dated on.....day of/...20...

FOR OFFICIAL USE ONLY

Lodged with the Secretary Public Procurement Administrative Review Board on
..... day of20.....

SIGNED
Board Secretary

FIRM'S AUTHORIZATION LETTER

TO:

.....
.....

WHEREAS

(Name of the firm

.....
.....

Who are established and reputable firm Offering

.....
.....

(Name and/or description of the service)

Do hereby authorize

.....
.....

(Name and address of person authorized to submit, negotiate and sign the Contract with us)

.....
.....

To submit a tender, and subsequently negotiate and sign the Contract with you against Tender

No.....
.....

(Reference of the Tender)

For the above services.....
.....

We hereby extend our full guarantee and warranty as per the General conditions of Contract for the service offered for supply by the firm against this Invitation for Tenders.

Name;

.....
.....

(Signature for and of behalf of the firm)

.....
.....

Note: This letter of authority should be in the letterhead of the Firm and should be Signed by the Authorized Personnel.