

# **COUNTY GOVERNMENT OF KILIFI**



## **ADDENDUM**

## **TENDER DOCUMENT**

## **FOR**

## **THE PROVISION OF STAFF MEDICAL**

## **COVER**

## **TENDER NO.:**

**KCG/DPSDM/723108/2019/2020**

## **ABBREVIATIONS AND ACRONYMS**

<b>CDS</b>	Contract Data Sheet
<b>GCC</b>	General Conditions of Contract
<b>ITT</b>	Instruction to Tenderers
<b>IFT</b>	Invitation for Tenders
<b>TDS</b>	Tender Data Sheet
<b>PE</b>	Procuring Entity
<b>PPAD 2015</b>	Public Procurement and Asset Disposal Act, 2015
<b>PPDR 2006</b>	Public Procurement and Disposal Regulations, 2006
<b>PPRA</b>	Public Procurement Regulatory Authority
<b>STD</b>	Standard Tendering Documents
<b>SOR</b>	Statement of Requirements
<b>VAT</b>	Value Added Tax

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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.
  - IV. Delete name and address of PPRA.

**SECTION I - INVITATION FOR TENDERS**  
**Date** \_\_\_\_\_

**TENDER. NO.:** KCG/DPSDM/723108/2019/2020

**TENDER NAME:** PROVISION OF STAFF MEDICAL COVER

The County Government of Kilifi invites sealed tenders from eligible candidates for the Provision of County Staff Medical Cover.

Interested eligible candidates may obtain further information from and inspect the tender documents from the Public Procurement Information Portal (PIIP) or the county website **[www.kilifcounty.go.ke](http://www.kilifcounty.go.ke)**.

Prices quoted should be net inclusive of all taxes, must be in Kenya shillings and shall remain valid for **(120) days** from the closing date of tender.

Completed tender documents should be uploaded to the GOK IFMIS tender portal **[www.supplier.treasury.go.ke](http://www.supplier.treasury.go.ke)** so as to be received on or before **23<sup>rd</sup> April, 2019** at **10.30 am**.

**HEAD, SUPPLY CHAIN MANAGEMENT SERVICES  
FOR, COUNTY EXECUTIVE COMMITTEE MEMBER  
FINANCE AND ECONOMIC PLANNING**

## 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 procuring entity shall allow the tenderer to review the tender document free of charge on the county website [www.kilificounty.go.ke](http://www.kilificounty.go.ke) .

### **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 Procuring entity by post, fax or by email at the procuring entity's address indicated in the Invitation for tenders. The Procuring entity will respond in writing to any request for clarification of the tender documents, which it receives not later than seven (7) days prior to the deadline for the submission of the tenders, prescribed by the procuring entity. Written copies of the Procuring entities response (including an explanation of the query but without identifying the source of inquiry) will be sent to all candidates who have received the tender documents.

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

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

## **2.5 Amendment of Tender Documents**

2.5.1 At any time prior to the deadline for submission of tenders, the Procuring entity, for any reason, whether at its own initiative or in



response to a clarification requested by a prospective tenderer, may modify the tender documents by issuing an addendum through County Government of Kilifi website – [www.kilifi.go.ke](http://www.kilifi.go.ke).

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**

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 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 rejects 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 tenderer shall prepare an original and a copy of the tender, clearly marking each "ORIGINAL TENDER" and "COPY OF TENDER," as appropriate. In the event of any discrepancy between them, the original shall govern.

2.14.2 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.
- (b) bear tender number and name in the invitation to tender and the words, "DO NOT OPEN BEFORE **23<sup>rd</sup> April, 2019 at 10.30am**

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**

(c) Tenders must be received by the Procuring entity at the address specified under paragraph 2.15.2 not later than **23<sup>rd</sup> April, 2019** at **10.30am**

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**

**2.18.1** The procuring entity will unseal all tenders in the GOK IFMIS tender portal [www.supplier.treasury.go.ke](http://www.supplier.treasury.go.ke) on **23<sup>rd</sup> April, 2019** at **10:30am**.

2.18.1 The tenders' names, tender modifications or withdrawals, tender prices, discounts, and the presence or absence of requisite tender security and such other details as the Procuring entity, at its discretion, may consider appropriate, will be announced at the opening.

2.18.2 The Procuring entity will prepare minutes of the tender opening, which will be submitted to tenderers that signed the tender opening register and will have made the request.

## **2.19 Clarification of Tenders**

2.19.1 To assist in the examination, evaluation and comparison of tenders the Procuring entity may, at its discretion, ask the tenderer for a clarification of its tender. The request for clarification and the response shall be in writing, and no change in the prices or substance of the tender shall be sought, offered, or permitted.

2.19.2 Any effort by the tenderer to influence the Procuring entity in the Procuring entity's tender evaluation, tender comparison or contract award decisions may result in the rejection of the tenderers' tender.

## **2.20 Preliminary Examination and Responsiveness**

2.20.1 The Procuring entity will examine the tenders to determine whether they are complete, whether any computational errors have been made, whether required sureties have been furnished, whether the documents have been properly signed, and whether the tenders are generally in order.

2.20.2 Arithmetical errors will be rectified on the following basis. If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail, and the total price shall be corrected. If the candidate does not accept the correction of the errors, its tender will be rejected, and its tender security forfeited. If there is a discrepancy between words and figures, the amount in words will prevail

2.20.3 The Procuring entity may waive any minor informality or non-conformity or irregularity in a tender which does not constitute a material deviation provided such waiver does not prejudice or affect the relative ranking of any tenderer.

2.20.4 Prior to the detailed evaluation, pursuant to paragraph 2.20, the Procuring entity will determine the substantial responsiveness of each tender to the tender documents. For purposes of these paragraphs, a substantially responsive tender is one which conforms to all the terms and conditions of the tender documents without material deviations the Procuring entity's determination of a tender's responsiveness is to be based on the contents of the tender itself without recourse to extrinsic evidence.

2.20.5 If a tender is not substantially responsive, it will be rejected by the procuring entity and may not subsequently be made responsive by the tenderer by correction of the nonconformity.

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

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

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

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

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

(a) Operational plan proposed in the tender;

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

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

(a) Operational Plan

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

(b) Deviation in payment schedule

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



2.22.4 The tender evaluation committee shall evaluate the tender within 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: -

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

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

2.26.1 The Procuring entity reserves the right to accept or reject any tender, and to annul the tendering process and reject all tenders at any time prior to contract award, without thereby incurring any liability to the affected tenderer or tenderers or any obligation to inform the affected tenderer or tenderers of the grounds for the Procuring entity's action. If the Procuring entity determines that none of the tenders is responsive, the Procuring entity shall notify each tenderer who submitted a tender.

2.26.2 The procuring entity shall give prompt notice of the termination to the tenderers and on request give its reasons for termination within 14 days of receiving the request from any tenderer.

2.26.3 A tenderer who gives false information in the tender document about 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**

### **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 procurig 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.

## Appendix to instructions to Tenderers

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

Instruction to tender reference	<i>Particulars of Appendix to instructions to tenderers</i>
2.1	<i>Indicate eligible tenderers</i>
2.15.2 (b)	<i>State day, date and time of tender closing</i>
2.16.1	<i>As 2.15.2 (b) above</i>
2.18.1	<i>As 2.15.2 (b) above</i>

*(Complete as necessary)*

## 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 Contractor in accordance with the terms specified by the procuring entity in the schedule of requirements and the special conditions of contract.

### **3.8. Payment**

- 3.81. 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 Procuring entity, but in no case later than sixty (60) days after submission of an invoice or claim by the contractor

### **3.9. Prices**

- 3.9.1 Prices 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 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 Contractor shall not assign, in whole or in part, its obligations to perform under this Contract, except with the Procuring entity's prior written consent.

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

3.11.1 The Procuring entity may, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the Contractor terminate this Contract in whole or in part:

- (a) if the Contractor fails to provide any or all of the services within the period(s) specified in the Contract, or within any extension thereof granted by the Procuring entity.
- (b) If the Contractor fails to perform any other obligation(s) under the Contract
- (c) If the 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 Contractor shall be liable to the Procuring entity for any excess costs for such similar services. However, the contractor shall continue performance of the contract to extent not terminated.

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

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

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

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

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

### **3.14 Resolution of Disputes**

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

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

### **3.15. Governing Language**

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

### **3.16. Applicable Law**

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

### **3.17 Force Majeure**

3.17.1 The Contractor shall not be liable for forfeiture of its performance security, or termination for default if and to the extent that 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**

### **Notes on Special Conditions of Contract**

1. The clauses in this section are intended to assist the procuring entity in providing contract-specific information in relation to corresponding clauses in the General Conditions of Contract
2. The Provisions of Section IV complement the General Conditions of Contract included in Section III, specifying contractual requirements linked to the special circumstances of the procuring entity and the insurance cover required. In preparing Section IV, the following aspects should be taken into consideration.
  - (a) Information that complement provisions of Section III must be incorporated; and
  - (b) Amendments and/or supplements to provisions of Section III, as necessitated by the circumstances of the specific insurance cover required must also be incorporated.
3. Where there is a conflict between the provisions of the special conditions of contract and the provisions of the general conditions of contract, the provisions of the special conditions of contract shall prevail over the provisions of the general conditions of contract.
4. Any clause to be included in this section must be consistent with the applicable public procurement law and regulations.

## SECTION IV – SPECIAL CONDITIONS OF CONTRACT

### 4.1. Mandatory conditions to be met by the Insurance Company. Support documentary evidence is required for every single case.

No	Mandatory Requirements	Yes /No
1.	Copy of Certificate of Incorporation/Registration	
2.	Copy of valid Tax Compliance Certificate	
3.	Copy of Current Business License	
4.	Must submit a Bid Bond of (2%) of tender price in the form of bank guarantee or one obtained from Insurance firms recognized by PPRA which must remain valid for 120 days from the closing date of the tender.	
5.	Copy of Current Certificate by Commissioner of Insurance (IRA 2019).	
6.	Duly filled, signed and stamped Confidential Business Questionnaire.	
7.	Must have at least (5No) management staff - attach letters of engagement.	
8.	Duly filled, signed and stamped Form of Tender.	
9.	Must have done a minimum premium of Kshs, 300,000,000 (three hundred million) in medical insurance premiums in the year 2017 and 2018	
10.	Must attach letters of recommendation from five (5No.) of his clients and the total clients.	
11.	Must have a current Professional Indemnity Cover of not less than ksh 100 Million from a reputable insurance company and a copy submitted with the bid.	
12.	Submit CR 12 form to ascertain share capital and shareholders.	
13.	The entire Bid document submitted must be clearly Serialized/Paginated in a consistent/progressive manner (Manual serialization is not allowed).	

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

## TECHNICAL EVALUATION

The basis for technical evaluation is as detailed in the scoring plan below;

S/NO	DATA SCORE SHEET: Pass mark 80marks out of 90 Marks	SCORES
1.	<p><b>Experience of the firm</b> No. of business done in 2017 &amp; 2018 (evidenced by Letters of Award, LSOs and Contracts).</p> <ul style="list-style-type: none"> <li>• 10 business and above .....15 marks.</li> <li>• Others will be prorated at No. of business x15 /10 business</li> </ul>	<b>15 Marks</b>
2.	<p>Professional Qualification of at least 5 key management staff Avail detailed CVs and certified Certificates for the five managers.</p> <ul style="list-style-type: none"> <li>• 5 and above Degree holders.....5marks</li> <li>• Between 2 and 4 degree holders.....4marks</li> <li>• 1 Degree and Diploma holders.....3marks</li> </ul>	<b>5 Marks</b>
3.	<p>No. of years in the industry (Certificate of Incorporation)</p> <ul style="list-style-type: none"> <li>• 5 years and above .....10 marks</li> <li>• Other prorated at: No. of years x 10marks /5 years.</li> </ul>	<b>10 Marks</b>
4.	<p>Must have an average gross underwritten premium of Ksh 300 million in the last two years i.e. 2017 and 2018.</p> <ul style="list-style-type: none"> <li>• Premiums of Ksh.300 million and above.....10marks</li> <li>• Others prorated at Value of business x 20 mks / 300 million</li> </ul>	<b>10 Marks</b>
5.	<p>Submit certified copies of Audited Accounts for the last three (3) years.</p> <ul style="list-style-type: none"> <li>• Last three (3) years and above.....10mks</li> <li>• Other prorated at: No. of years x10marks / 3 years.</li> </ul>	<b>10 Marks</b>
6.	<p>Must avail a list of Hospitals/ Medical facilities both Public and private Hospitals in Kilifi, Mombasa and Nairobi.</p> <ul style="list-style-type: none"> <li>• 5 and above hospitals in each of the regions.....10marks</li> <li>• Below 5 hospitals.....5marks</li> </ul>	<b>10 Marks</b>



7.	Recommendation letters from Medical Facilities <ul style="list-style-type: none"> <li>• 5 and above recommendation letters.....10</li> <li>• Below 5 recommendation letters.....5</li> </ul>	<b>10marks</b>
8.	Policy Document that is compliant with the Schedule of Benefits <ul style="list-style-type: none"> <li>• Fully compliant</li> <li>• 90% compliant</li> </ul>	<b>20marks</b>
	<b>TOTAL MARKS</b>	<b>90 Marks</b>

**NB:** A bidder scoring **less than 80 Marks** shall not be considered technically responsive and therefore shall not be considered for financial evaluation.

## FINANCIAL EVALUATION

The evaluation committee will conduct a comparison of bidders who could have attained the pass mark of **80%**. The successful bidder will be the Lowest Evaluated bidder.

### 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	10%
3.7 Delivery of Services	County Government of Kilifi
3.8 Payment	KSH
3.9 Price adjustment	Subject to Contract Negotiations
3.16 Applicable law	Laws of Kenya
3.18 Notices	County Government of Kilifi P.O. Box 519-80108 Kilifi

## **SECTION V - SCHEDULE OF REQUIREMENTS**

### **Notes for preparing Schedule of Requirements.**

1. The schedule of Requirements shall be included in the tender documents by the procuring entity and shall cover, at the minimum, a description of the insurance cover to be provided and full particulars of the same.
2. The objectives of the schedule of requirements are to provide sufficient information to enable tenderers to prepare their tenders comprehensively, efficiently and accurately. In particular the price schedule for which a form is provided in Section VI must be carefully completed.
3. In addition, the schedule of requirements together with the price schedule should serve as a basis in the event of services variation at the time of award of contract pursuant to instruction to tenderers paragraph 2.26

## SECTION V- SCHEDULE OF REQUIREMENTS

The table below shows the schedule of members of staff of the County for whom a Medical Insurance scheme is being sought. In the table below scale 1/T. is the highest paid whilst scale 18/A. is the lowest paid.

12.2. The bidder is expected to use the schedule of principal membership below to complete the Schedule of Premiums of Medical Insurance Cover for the staff of the County.

### 1. TABLE ONE: DETAILS OF INSURANCE COVERS

INSURED	COUNTY GOVERNMENT OF KILIFI P.O.BOX 519-80108 KILIFI			
CLASS OF POLICY	IN PATIENT AND OUT PATIENT MEDICAL COVER. BENEFIT LIMITS-PER FAMILY PER ANNUM.			
PERIOD	<b>12 MONTHS</b>			
INSURED PERSONS	<b>ALL EMPLOYEES AND DEPENDANTS</b> <b>ALL EMPLOYEES /PRINCIPALS PLUS 5 DEPENDANTS</b>			
NUMBER OF EMPLOYEES	CATEGORY	GRADE	INPATIENT LIMIT	OTHER LIMITS
1	1.	GOVERNOR	10,000,000 Per Family <b>(Including Overseas Treatment)</b>	Out-patient 300,000/= Maternity 150,000/= Dental 75,000/= Optical 75,000/=
1	2.	DEPUTY GOVERNOR	5,000,000 Per Family <b>(Including Overseas Treatment)</b>	Out-patient 300,000/= Maternity 150,000/= Dental 75,000/= Optical 75,000/=
10	3.	COUNTY EXECUTIVES COMMITTEE MEMBERS	3,000,000 Per Family <b>(Including Overseas Treatment)</b>	Out-patient 200,000/= Maternity 100,000/= Dental 50,000/= Optical 50,000/=

**NB:**

- The medical scheme will cover Principle, a Spouse and 4 Dependent children of below 24 years of age.
- Children above 18 Must be full time students with no income.

**2. TABLE TWO: DETAILS OF INSURANCE COVERS**

No.	Civil Servants job groups and equivalent Grades	Number of Staff per Grade	In-Patient Annual Cover Limit (including overseas Treatment)	Out-Patient Annual Cover Limit	Maternity Annual cover Limit	Dental cover Annual Limit	Optical Cover Annual Limit	Last Expense
1.	R-T	43	2,000,000	250,000	150,000	30,000	35,000	200,000
2.	K-Q	1,162	1,500,000	200,000	100,000	30,000	25,000	150,000
3.	G-J	1,597	1,000,000	150,000	75,000	30,000	15,000	50,000
4	A-F	1,405	750,000	100,000	50,000	30,000	15,000	50,000

**DETAILS OF COUNTY EMPLOYEES**

<b>S/NO</b>	<b>JOB GROUP</b>	<b>TOTAL NUMBER OF EMPLOYEES</b>
1.	5	1
2.	6	1
3.	8	10
4.	T	1
5.	S	23
6.	R	19
7.	Q	27
8.	P	32
9.	N	158
10.	M	307
11.	L	318
12.	K	320
13.	J	272
14.	H	1126
15.	G	199
16.	F	609
17.	E	197
18.	D	292
19.	C	59
20.	B	212
21.	A	36
<b>TOTAL STAFF</b>		<b>4,219</b>

## PRICE SCHEDULE FORM

**Table A: Price Schedule**

INSURED PERSONS	ALL EMPLOYEES AND DEPENDANTS					
DESIGNATION	No.	GRADE	INPATIENT LIMIT	OTHER LIMITS	UNIT PREMIUMS (KSH)	TOTAL PREMIUMS (KSH)
GOVERNOR	1	5	10,000,000 Per Family	Out-patient 300,000/= Maternity 150,000/= Dental 75,000/= Optical 75,000/=		
DEPUTY GOVERNOR	1	6	5,000,000 Per Family	Out-patient 300,000/= Maternity 150,000/= Dental 75,000/= Optical 75,000/=		
COUNTY EXECUTIVES COMMITTEE MEMBERS	10	8	3,000,000 Per Family	Out-patient 200,000/= Maternity 100,000/= Dental 50,000/= Optical 50,000/=		
<b>TOTAL STAFF</b>	<b>12</b>					
<b>TOTAL PREMIUMS (KSH)</b>						

**Table B: Price Schedule**

No	Job groups	Number of Employees per Grade	In-Patient Annual Cover Limit	Out-Patient Annual Cover Limit	Maternity Annual cover Limit	Dental cover Annual Limit	Optical Cover Annual Limit	Premiums Rate (Ksh)	Total Premiums (Ksh)
1.	R-T	43	2,000,000	250,000	150,000	30,000	35,000		
2.	K-Q	1,162	1,500,000	200,000	100,000	30,000	25,000		
3.	G-J	1,597	1,000,000	150,000	75,000	30,000	15,000		
4	A-F	1,405	750,000	100,000	50,000	30,000	15,000		
<b>TOTAL STAFF</b>		<b>4,207</b>							
<b>TOTAL PREMIUMS (KSH)</b>									



**PRICE SCHEDULE  
SUMMARY TABLE**

<b>S/NO</b>	<b>JOB GROUPS AND EQUIVALENT GRADES</b>	<b>TOTAL EMPLOYEES</b>	<b>TOTAL PREMIUMS (KSH)</b>
<b>TABLE A</b>			
1.	5	1	
2.	6	1	
3.	8	10	
<b>TABLE B</b>			
4.	R-T	43	
5.	K-Q	1,162	
6.	G-J	1,597	
7.	A-F	1,405	
<b>TOTAL PREMIUMS (KSH)</b>			

**NOTE: Price Quoted Must be inclusive of all Government Taxes and Delivery Costs.**

**NOTES**

Note serial no.1 to 3 is subject to The Kenya Gazette notice Vol. CXV – No.33 of 1<sup>st</sup> March, 2013.

## **A. POPULATION**

- Breakdown of employees and each dependant per category as per the above schedule.
- Note that not all employees will have the five number of dependants or employees may have exited at the time of cover therefore, reconciliation of numbers will be done during negotiations with the successful bidder.
- Any additional to be covered on Pro Rata basis and premium charged on Pro Rata Basis.

## **BENEFIT SUMMARY**

1. Cover for Pre-existing, congenital, chronic conditions including HIV/AIDS will be covered in Full within the out-patient/in-patient limit.
2. Pre-existing, psychiatric, chronic and HIV/AIDS conditions will be covered up to the **full** Outpatient limit.
3. Congenital conditions covered up to **Ksh. 500,000** within the sub limit for Pre-existing/chronic and HIV/AIDS
4. First emergency caesarean section in the lifetime of a female employee/spouse (delivery only) is covered within the inpatient limit up to **Ksh. 250,000**.
5. Pre-maturity cover of Ksh. 250,000 within inpatient limit.
6. Inpatient non accidental Dental cover of **Ksh. 200,000** per person.
7. Inpatient non accidental Optical cover of **Ksh. 200,000** per person.
8. Last Expense cover for **Ksh 100,000** per family, within inpatient limit.
9. Hospitals stay for mother/father with child up to 13 years of age.
10. Cataract operation with the inpatient limits.
11. Reimbursement for consultation fees outpatient limits.
12. Health Education and Sensitization.
13. Smart Cards for staff and their dependants.

## **BED LIMITS**

General Ward bed for limits Ksh. 750,000.00	– Job Group A-F
Semi- Private Rooms for limit ksh 1,000,000.00	– Job Group G-J
Standard Private Rooms for limits ksh 1,500,000.00	– Job Group K-Q
Superior Rooms for limits ksh 2,000,000.00	- Job Group R-T
Superior Rooms for County Executive Committee Member limit Ksh. 3,000,000.00	
Delux Rooms for the Governor and Deputy Governor limits ksh 10,000,000.00 and Kshs 5,000,000 respectively.	

## **EMERGENCY RESCUE**

Road Rescue within the overall inpatient limits.

Emergency air evacuation with the overall inpatient limits

## **IN-PATIENT BENEFITS**

- Admission should not Limit to NHIF hospitals only.
- Accommodation for parent/guardian accompanying a child below 13 years.
- Doctor's, Surgeons, and specialist fees.
- Laboratory investigations, x-rays, ultrasound, ECG, MRI/ICT scans
- Prescribed drugs, dressings, surgical appliances, and nursing procedures.
- Theatre including surgeon's fees and anaesthetists' fees.
- Intensive care (ICU)/High Dependency Unit (HDU).
- Radiotherapy, Chemotherapy, Physiotherapy
- Gynaecological treatment.
- Day Care Surgery.
- Post hospitalization visits/follow-ups within 3 weeks after discharge up to **Ksh 50,000** within inpatient limit.

### **Hospitalization due to dental and optical cases**

- Local road air evacuation
- No waiting periods
- DSA and mental Health

### **Out-patient Benefits**

- Diagnostic consultation with a General Practitioner. Registered with the Kenya Medical practitioners and dentist board.
- Diagnostic Consultation with a Specialist upon referral by a General Practitioner.
- Laboratory investigations and X-rays, Electrocardiograms, Encephalograms, Audiograms, Radiotherapy or Chemotherapy.
- Prescription medicines.
- Outpatient procedures e.g. dressing.
- Immunizations and vaccinations of children (KEPI and baby friendly vaccines).
- Pre- natal, post-natal and ultra sounds.
- Consultation fees.
- Reimbursement at 100%.
- Prescribed physiotherapy.
- Pre-existing HIV/Aids, chronic condition and cancer maximum (80-90%)
- Specialist visits e.g. Gynaecologist and Paediatrician
- Prescribed supplements
- Check up for principal members only up to 15,000/=.
- Sexual Transmitted Infections (STIs).
- Circumcision

## **LAST/ FUNERAL EXPENSE COVER**

The sum assured indicated will be payable within 48 hours of confirmation of death of a member of the scheme by the employer.

### **Unique Salient Features (Added values)**

- First emergency Caesarean Section in the lifetime of a female employee/spouse (delivery only) will be covered within the inpatient limit up to a sub limit of Ksh 250,000.
- Claim reimbursement – 14 Working Days from the day of submission.
- Credit Facilities will be available to all the major hospitals across the country.
- Lodger Fee for children below 13years of age.
- Age eligibility –
  1. Adults – 18years to 65 years
  2. Children- covered from birth till the age of **18 years** or to the age of **24 years** if residing with their parents and enrolled full-time in a recognized post-secondary institution.
  3. Maximum joining age –65 years
- A waiting period of 30 days, to be waived upon proof of continuity of cover.
- Cover outside Kenya on holiday & Business Six weeks.
- Qualified and dedicated personnel with ability to address customer queries.
- Antiretroviral drugs are covered.
- **24-hour emergency/ help line**
- Visit to hospitalized clients.
- Get Well Cards
- Regular utilization reports (quarterly).
- Health Group Life principal member – 100% for total disability and 30% for critical illness.

- Specialized /Overseas treatment on emergency arrangement upto the Limits indicated in the tables above

## 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 \_\_\_\_\_

Tender No. \_\_\_\_\_

Tender Name \_\_\_\_\_

Gentlemen and/or Ladies: -

1. Having examined the Tender documents including Addenda No. (Insert numbers) ..... the receipt of which is hereby duly acknowledged, we the undersigned, offer to provide Insurance Services under this tender in conformity with the said Tender document for the sum of .....  
..... [Total Tender amount in words and figures]  
or such other sums as may be ascertained in accordance with the Schedule of Prices attached herewith and made part of this Tender.
2. We undertake, if our Tender is accepted, to provide the Insurance Cover Services in accordance with the conditions of the tender.
3. We agree to abide by this Tender for a period of ..... [number] days from the date fixed for Tender opening of the Instructions to Tenderers, and it shall remain binding upon us and may be accepted at any time before the expiration of that period.
4. This Tender, together with your written acceptance thereof and your notification of award, shall constitute a Contract between us subject to the signing of the contract by both parties.
5. We understand that you are not bound to accept the lowest or any tender you may receive.

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 2019

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

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

Duly authorized to sign tender for and on behalf of \_\_\_\_\_



## FORM OF CONTRACT

THIS AGREEMENT made the \_\_\_\_\_ day of \_\_\_\_\_ 20 \_\_\_\_\_ between

### 1. COUNTY GOVERNMENT OF KILIFI

A County Government established pursuant to the Constitution of Kenya of P.O. BOX 519-80108 KILIFI ( hereinafter referred to as “the Client” which expression shall where the context so admits include its assigns and successors) of the one part;

and

2

A Company duly incorporated in Kenya of P.O BOX .....also as the SERVICE PROVIDER (hereinafter referred to as “the SERVICE PROVIDER” which expression shall where the context so admits include its assigns and successors) of the other part.

**NOW THEREFORE IT IS HEREBY AGREED as follows:**

### DEFINITIONS

In this contract the following terms shall be interpreted as indicated:

- a) “The contract” means the agreement entered into between the CLIENT and the SERVICE PROVIDER 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 SERVICE PROVIDER under the Contract for the full and proper performance of its contractual obligations.
- c) “The services” means services to be provided by the contractor including materials and incidentals which the SERVICE PROVIDER is required to provide to the CLIENT under the Contract.
- d) “Regulator” means the regulating bodies established pursuant to the laws of Insurance in Kenya
- e) “Day” means calendar day

### 1. APPOINTMENT AND STANDARDS

- a) THE CLIENT appoints THE SERVICE PROVIDER as its representative for the provision of the services described in the First Schedule hereto (the “Services”).
- b) The services provided under this Contract shall conform to the standards mentioned in the Schedule of requirements and the Policy Cover as stipulated in the First Schedule to this Contract

- c) The SERVICE PROVIDER’S bid document, general and special conditions of contract specified in the bid document, Service Level Agreement and Agreement with teaming Partner forms part and parcel of this Agreement.
- d) THE SERVICE PROVIDER warrants that it has systems and technical skills to undertake its obligations under this Agreement and shall perform the services and carry out its obligations to the highest standards as may be reasonably expected.
- e) The SERVICE PROVIDER also warrants that it is duly registered under the Insurance Act and has the powers necessary for the due performance of this Agreement.

## 2. DURATION

This agreement will commence on .....(hereinafter called the commencement date) and will continue for a period of one (1) calendar year until ..... (hereinafter called the “end date”).

The Client has the option of renewing the contract subject to an internal performance review by the Client’s representative however a notice to renew shall be served to the SERVICE PROVIDER no later than one (1) month preceding the end date.

## 3. INDEMNITY

THE SERVICE PROVIDER shall at all times act in good faith, with due diligence and in the best interests of THE CLIENT and shall in all matters arising in connection with the provision of the Services support and safeguard such interests.

The SERVICE PROVIDER shall indemnify and hold the CLIENT harmless against any liability for any claims arising out of the negligent performance by The SERVICE PROVIDER of its duties or its teaming partner’s and 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.

This indemnity shall survive this Agreement’s termination.

## 4. PERFORMANCE SECURITY

Within twenty eight (28) days of receipt of the notification of Contract award, the successful SERVICE PROVIDER shall furnish to the CLIENT the performance security applicable in the amount specified in the tender document.

The proceeds of the performance security shall be payable to the CLIENT as compensation for any loss resulting from the SERVICE PROVIDER’s failure to complete its obligations under the Contract.

The performance security shall be denominated in Kenya Shillings and shall be in the form of a bank guarantee.

The performance security will be discharged by the CLIENT and returned to the SERVICE PROVIDER not later than thirty (30) days following the end date, including any warranty obligations under the contract.

## **5. INSPECTIONS AND TESTS**

- a) The CLIENT or its representative shall have the right to inspect and/or to test the services to confirm their conformity to the Contract specifications.
- b) The inspections and tests may be conducted on the premises of the SERVICE PROVIDER's subcontractor(s). The SERVICE PROVIDER undertakes to allow the CLIENT or its representatives all reasonable access to facilities and assistance, including access to data, shall be furnished to the inspectors at no charge to the CLIENT.
- c) Should any inspected or tested services fail to conform to the Specifications, the CLIENT may reject the services, and the SERVICE PROVIDER shall either replace the rejected services or make the necessary arrangements to meet specification requirements free of cost to the CLIENT.
- d) Nothing in this paragraph shall in any way release the SERVICE PROVIDER from any warranty or other obligations under this Contract.

## **6. PERSONNEL**

The SERVICE PROVIDER agrees with the Client to ensure that all the personnel employed in the performance of the SERVICE PROVIDER's duties and obligations will be suitably qualified.

## **7. PAYMENT**

In consideration of the SERVICE PROVIDER providing the Services in accordance with this Agreement the Client will make payments to the SERVICE PROVIDER as follows:

- 70% payable in two installments within sixty days of signing of the contract,
- 20% payable on or before 30<sup>th</sup> September .....,
- 10% payable upon final presentation of outstanding invoices subject to reconciliation.

Notwithstanding the above, payment shall be made promptly by the CLIENT, but in any case no later than thirty (30) days after submission of an invoice or claim by the SERVICE PROVIDER.

## **8. PRICES**

- a) Prices charged by the contractor for Services performed under the Contract shall not, with the exception of any price adjustments authorized 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.

- b) No variation in or modification to the terms of the contract shall be made except by written amendments signed by the parties.
- c) Contract price variations shall not be allowed for contracts not exceeding one year (12 months).
- d) Where contract price variation is allowed the variation shall not exceed 10% of the original contract price.
- e) Price variation requests shall be processed by the CLIENT within 30 days of reconciliation of actual members admitted to the scheme presented by the SERVICE PROVIDER 30 days before contract exit.

## **9. CONFIDENTIALITY**

- a) Each Party agrees that it shall hold in confidence, and shall ensure that its employees, officers and directors hold in confidence, this Agreement and all information, documentation, data and know-how disclosed to it by the other party and shall not disclose to any third party or use Confidential Information other than in connection with the performance of this Agreement or any part thereof without the other party's prior written approval, provided that:
- b) In particular the SERVICE PROVIDER understands that it may in the course of undertaking its duties come across confidential medical information with regard to the Client's employees and the SERVICE PROVIDER shall ensure that such information is not disclosed without the prior written consent of the Client or its employees.

## **10. ASSIGNMENT**

The SERVICE PROVIDER either by itself or its teaming partner in the performance of the contract shall not assign, in whole or in part their obligations to perform under this contract, except with the CLIENT's prior written consent.

## **11. TERMINATION**

### **11A. Termination for Default**

The CLIENT may, without prejudice to any other remedy for breach of Agreement, by written notice of default sent to the SERVICE PROVIDER, terminate this Agreement in whole or in part:

- a) if the SERVICE PROVIDER fails to provide any or all of the services within the period of the Contract, or within any extension thereof granted by the CLIENT.
- b) if the SERVICE PROVIDER fails to perform any other obligation(s) under the Agreement.

if the SERVICE PROVIDER, in the judgment of the CLIENT has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.

In the event the CLIENT terminates the Agreement 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 SERVICE PROVIDER shall be liable to the CLIENT for any excess costs for such similar services.

#### **11 B. Termination by insolvency/deregistration**

This Agreement shall be terminated automatically upon cessation of business, deregistration by the regulator, placement of the SERVICE PROVIDER under statutory interim administration, winding up, election to dissolve, dissolution, insolvency, failure in business, commission of an act of bankruptcy, general assignment for the benefit of creditors, or filing of any petition in bankruptcy or for relief under the provisions of the bankruptcy laws.

In this event, termination will be without compensation to the SERVICE PROVIDER, provided that such termination will not produce or affect any right of action or remedy, which has accrued or will accrue thereafter to the CLIENT.

#### **11C. Termination for convenience**

The CLIENT by written notice sent to the SERVICE PROVIDER may terminate the Agreement in whole or in part, at any time for its convenience. The notice of termination shall specify that the termination is for the CLIENT's convenience, the extent to which performance of the contractor of the Agreement is terminated and the date on which such termination becomes effective.

For the remaining part of the Agreement after termination the CLIENT may elect to cancel the services and pay to the SERVICE PROVIDER an agreed amount for partially completed services.

The SERVICE PROVIDER by written notice sent to the CLIENT terminate the Agreement in the event that the CLIENT is in breach of its payment plan or fraudulent practice on the part of the CLIENT.

Notice for termination shall be 30 days from the delivery of the Notice.

### **12. RESOLUTION OF DISPUTES**

Disputes, if any, shall be resolved as follows:

- a) By amicable settlement by the senior management of the SERVICE PROVIDER and senior officials of the Client, and failing to settle within 30 days;
- b) By a mediator, who shall be appointed by agreement between the parties or in default of such agreement within fourteen (14) days to be appointed by the Chairman of the Coast Mediation Center, and if mediation is not concluded within 45 days;
- c) By a court of competent jurisdiction.

### **12. FORCE MAJEURE**

The UNDERWRITER 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.

### **13. NOTICES**

Any notices given by one party to the other pursuant to this contract shall be sent to the other party by registered mail or by E-mail and confirmed in writing to the other party's address.

A notice shall be effective when delivered by hand or on the notices effective date, or if delivered by registered mail seven days from the date of the letter.

### **14. SEVERABILITY**

If any provision of this Agreement is held to be unenforceable, invalid or illegal by any court of competent jurisdiction, such unenforceable, invalid or illegal provisions shall not affect the remainder of this Agreement.

### **15. WAIVER**

Failure of either party hereto to insist upon strict compliance with any of the terms, covenants and conditions hereof shall not be deemed a waiver or relinquishment of any similar right or power hereunder at any subsequent time or of any other provision hereof.

### **16. GOVERNING LAW**

This Agreement shall be governed by and construed in accordance with the laws of Kenya.

INWTTNESS WHEREOF, the Parties hereto have caused this Contract to be signed in their respective names as of the day and year first herein above written.

For and on behalf of **COUNTY GOVERNMENT OF KILIFI**

**ACCOUNTING OFFICER**

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

*Witnessed by:*

**COUNTY ATTORNEY**

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

For and on behalf of **THE SERVICE PROVIDER**

**DIRECTOR**

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

**DIRECTOR**

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

*Witnessed by:*

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





State the nominal and issued capital of the company –

Nominal Kshs.. .....

Issued Kshs.....

Give details of all directors as follows

	Name	Nationality	Citizenship Details	Shares
1.	.....			
...				
2.	.....			
...				
3.	.....			
..				
4.	.....			
..				
5.	.....			
....				

Date..... Signature of Tenderer  
.....

If a citizen, indicate under “Citizenship Details” whether by Birth, Naturalization or Registration

## 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 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]

(Amend accordingly if provided by Insurance Company)

# LETTER OF NOTIFICATION OF AWARD

Address of Procuring Entity

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

To: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

RE: Tender No. \_\_\_\_\_

Tender Name \_\_\_\_\_

This is to notify that the contract/s stated below under the above mentioned tender have been awarded to you.

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

1. Please acknowledge receipt of this letter of notification signifying your acceptance.
2. The contract/contracts shall be signed by the parties within 30 days of the date of this letter but not earlier than 14 days from the date of the letter.
3. You may contact the officer(s) whose particulars appear below on the subject matter of this letter of notification of award.

(FULL PARTICULARS) \_\_\_\_\_  
\_\_\_\_\_

SIGNED FOR ACCOUNTING OFFICER

**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 of .....20.....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.

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

- 1.
- 2.

SIGNED .....(Applicant)

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

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**FOR OFFICIAL USE ONLY**

Lodged with the Secretary Public Procurement Administrative Review Board on ..... day of  
.....20.....

SIGNED  
Board Secretary

**Anti-Corruption Declaration Commitment/ Pledge**

*(Sections 39, 40, 41, 42, 43 & of the PPD Act, 2005)*

I/We/Messrs.....

of Street, Building, P O Box.....

.....

Contact/Phone/E mail.....

declare that Public Procurement is based on a free and fair competitive Tendering process which should not be open to abuse.

I/We .....

declare that I/We will not offer or facilitate, directly or indirectly, any inducement or reward to any public officer, their relations or business associates, in connection with

Tender name.....

Tender No .....

for or in the subsequent performance of the contract if I/We am/are successful.

Authorized Signature.....

Name and Title of Signatory.....