

THE COUNTY GOVERNMENT OF BUNGOMA



DEPARTMENT OF PUBLIC SERVICE MANAGEMENT ADMINISTRATION AND ICT

INVITATION TO TENDER NO: BGM/CNTY/PSMA/MIC/001/2025-2027.

NEGOTIATION NUMBER: 1894562-2025/2026

TENDER DOCUMENT

FOR

PROVISION OF STAFF MEDICAL COVER FOR COUNTY EMPLOYEES

SUBMISSION DEADLINE: 30 TH JUNE, 2025 AT 11:00AM

JUNE, 2025

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PREFACE

1. This Standard Tender Document (STD) has been prepared by the Public Procurement Regulatory Authority (PPRA) for use by Procuring Entities (PEs) for Procurement of Insurance Services under competitive tendering methods as defined in the Public Procurement and Asset Disposal Act 2015, (The Act). The procedures and practices presented in this STD reflect the requirements in the said Act and its Regulations.
2. Regarding Joint Ventures (JVs), the Procuring Entity should allow not too high a number of JV members, a number above 5 is considered an unmanageable crowd, perhaps of small tenderers

gathered to meet the qualification criteria; two or three JV Members are considered reasonable numbers. Care must be taken to ensure that only eligible Insurance service providers participate.

3. Regarding cases being considered for abnormally low or high tenders, the benchmark should be the Procuring Entity's estimate in the Procurement Plan or other estimate based on commercial rates. It is expected that a Procuring Entity should call for Tenders with a clear idea of what to expect as a reasonable tender price. In case of abnormally low or high tenders, the Procurement Entity should (a) review the specifications, and conditions of tender, or correctness of the estimate or (b) possibility of a collusion, formation of cartels, or other form of fraudulent and corrupt activity in the tendering process or (c) perception of the firms on the credibility of the Procuring Entity. The Procuring Entity shall treat abnormally low and high tenders in accordance with procedures provided for in this tender document.
4. This STD will be used by Procuring Entities on a mandatory basis. Lack of its use could be basis for challenging the procurement process and decision on contract award. Procuring Entities and other Users should ensure that they are using the latest version of the STD, which can be verified with PPRA.
5. Insurance Services are a line of Insurance services that are contracted on the basis of measurable physical outputs. But they are in a class of their own, given their procurement is generally guided by industry norms, like in Banking and Transportation (air travel, road travel etc.). Procurement of Insurance Services therefore involves procurement of **Insurance Policies** in which case, it would be appropriate to provide that Procurement Entities would negotiate the conditions and terms of each particular Insurance Policy before it is finalized. More information on Insurance Services is provided in the Appendix to this Preface.
6. The STD is comprised of the parts indicated on the Table of Contents. Before using this STD, the Users are advised to familiarize themselves with the Act and the Public Procurement and Asset Disposal Regulations, 2020 (the **Regulations**), Circulars and manuals prepared and issued by PPRA and other government agencies to guide Public Entities in the conduct of the public procurement process.
7. During preparation of the tender document, the Procuring Entity should specify whether to allow the following:
 - i) International Tender, ii)
Margin of Preference,
 - iii) Reservations iv)
Pre-qualification
 - v) Alternative tenders

8. This document will be used for National Tendering Procedures as it is expected that insurance services will be sourced from national or international insurance Providers. In the event that the Procuring Entity requires foreign insurance Providers, the document will be amended to accommodate them, by allowing use of foreign currency and, if so required, allowing margin of preference, and international dispute resolution mechanisms, and possibly longer tendering periods.
9. This document will be customized to suit the needs of the Procuring Entity. **No changes should be made** to Instructions to Tenderers (ITT) and to the General Conditions of Contract (GCC). These two sections will be modified to suit the Procuring Entity's requirement in the Tender Data Sheets (TDS) and in the Special Conditions of Contract (SCC), respectively. The Cover Page of this document, the Preface, Appendices, and the Invitation to Tender shall not be part of the tender Document to be issued to Tenderers. Refer to Appendix to the Preface for more details. Refer to Appendix 2 to the Preface for more details.
10. The Public Procurement Regulatory Authority welcomes any comments from the Users of this STD which will assist in revising (if need be) and improving the structure and contents of the STD.

Director General Public Procurement Regulatory Authority (PPRA)

APPENDIX 1 TO THE PREFACE NOTES TO THE USERS OF THIS STD

1. **Insurance** is a means of protection from financial loss. It is a form of risk management primarily used to hedge against the risk of a contingent, uncertain loss. Insurance transactions involve the insured assuming a guaranteed and known relatively small cost in the form of payment to the insurer in exchange for the insurer's promise to compensate the insured in the event of a covered loss. The loss may or may not be financial, but it must be reducible to financial terms, and must involve something in which the insured has an insurable interest established by ownership, possession, or pre-existing relationship. The most common insurance covers are Health Insurance (Medicare), Life Insurance, Business and Farming, and Property and Casualty (Vehicles, Motorcycles, Boat and Watercraft, Homes, Land and Farms, Buildings and Travel).
2. The insured receives a contract known as an **Insurance Policy**, which details the conditions and circumstances under which the insured will be financially compensated. When a client takes out insurance, essentially, he/she buys an Insurance Policy. **An Insurance Policy** is a standard industry form (like a banking account form) that indicates what is covered, its value, and conditions under which acclaim can be made under an insurance contract. The amount of money charged by the insurer to the insured for the coverage set forth in the insurance policy is called the premium. If the insured experiences a loss which is potentially covered by the insurance policy, the insured submits acclaim to the insurer for processing by a payment for the loss. Insurance Policies cover any period, but usually they are annual, renewable. Some business insurances like travel and goods transit or workmen's compensations may take shorter periods depending on when the eventuality is likely to occur.
3. Insurance involves pooling funds from *many* insured entities to pay for the losses that some may incur. The insured entities are therefore protected from risk for a fee, with the fee being dependent upon the frequency and severity of the event occurring. In order to be an insurable risk, the risk insured against must meet certain characteristics. When a company insures an individual entity, there are basic legal requirements and regulations. Several commonly cited legal principles of insurance include indemnity, benefit insurance, insurable interest, and contribution insurances.
4. Insurance can have various effects on society through the way that it changes who bears the cost of losses and damage. On one hand it can increase fraud; on the other it can help societies and individuals prepare for catastrophes and mitigate the effects of catastrophes on both households and societies. Insurance can influence the probability of losses through moral and preventive steps by the insurance company. Insurers attempt to address carelessness through inspections, policy provisions requiring certain types of maintenance, and possible discounts for loss mitigation efforts. While in theory insurers could encourage investment in loss reduction, in practice insurers do not aggressively pursue loss control measures-particularly to prevent disaster losses such as hurricanes-because of concerns over rate reductions and legal battles.
5. Claims and loss handling is the materialized utility of insurance; it is the actual "product" paid for. Claims may be filed by insureds directly with the insurer or through



brokers or agents. The insurer may require that the claim be filed on its own proprietary forms or may accept claims on a standard industry form. Incoming claims are classified based on severity and are assigned to adjusters whose settlement authority varies with

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their knowledge and experience. The adjuster undertakes an investigation of each claim, usually in close cooperation with the insured, determines if coverage is available under the terms of the insurance contract, and if so, the reasonable monetary value of the claim, and authorizes payment.

APPENDIX 2 TO THE PREFACE

GUIDELINES FOR PREPARATION OF TENDER DOCUMENTS

1. GENERAL

- 1.1 Page 1 (The Heading of the Document), the Preface and the 2 Appendices shall not be included in the Document to be issued to Tenderers. The Document to be issued to Tenderers shall start with the page titled “This Page, NAME, LOGO AND ADDRESS OF THE PROCURING ENTITY, NAME AND IDENTIFICATION OF TENDER”, including all the other material on the page completed appropriately.
- 1.2 If in the course of preparing a Tender Document or evaluating a tender/tender following the criteria in the standard tender document, a Procuring Entity finds a provision the P.E does not understand or agree with, the P.E shall contact PPRA for clarifications before it changes anything, otherwise the P.E will be considered as violating procurement rules.
- 1.3 The Procuring Entity should confirm that the contract to be procured is in its approved Procurement Plan and budgeted for. It should also confirm the estimated cost of the contract(s), including the estimated time for executing the contract. The cost estimate helps the Procuring Entity determine the applicable procurement method to be used and the determination if the lowest evaluated cost is unrealistically too low or too high. Prior to finalizing the Tender Document, it is advisable for the Procuring Entity to recheck these estimates.
- 1.4 The estimates must be prepared by an expert in the field of the subject contract, i.e., by human resources or other experts depending on the items to be procured. The Estimates should be based on current market prices or on data collected by the Procuring Entity based on past (*but not historic*) contracts.
- 1.5 The purpose of the estimates is to enable the Procuring Entity determine amounts of money to be inserted in the Tender Document for:
 - i) The Tender Security to be inserted in the Tender Document *should be expressed in absolute value which should not be more than 2% of the tender as valued by the Procuring Entity. It is advisable that the larger the estimated contract value, the smaller the required percentage of the tender security.*
 - ii) The minimum amount of money required for the tenderer to demonstrate that the tenderer has access to, or has available, liquid assets, unencumbered real assets, lines of credit, and other financial means (independent of any contractual advance payment) sufficient to meet the contract execution cash flow requirements, net of the Tenderer's other commitments. *Usually, the assets should be about 2-3 months cash flow requirements based on the estimated completion time.*
 - iii) The minimum amount of money required as an average annual turnover for the tenderer to demonstrate that the tenderer is a prime insurance service provider. *Usually, the minimum amount of money is about 2.50 times the estimated cost of the contract(s).*
 - iv) The amount of money required to determine specific experience of the tenderer based on the minimum size of contract(s) substantially completed and that are similar to the proposed contract. *Normally the minimum amount of money required is about 80% of the estimated cost of the contract.*

2. PART 1 – TENDERING PROCEDURES

i) Section I - Instructions to Tenderers (ITT)

This Section provides relevant information to help tenders prepare their tenders. Information is also provided on the submission, opening, and evaluation of tenders and on the award of Contracts. Section I contains provisions that are to be used without modification by the Procuring Entity or by a Tenderer.

ii) Section II - Tender Data Sheet (TDS)

This Section includes provisions that are specific to each procurement and that

supplement Section I, Instructions to Tenderers.

This section shall be completed appropriately by the Procuring Entity and not by a Tenderer. In any case, the Procuring Entity shall not add any item in the TDS not included in the Standard Tender Document.

iii) Section III - Evaluation and Qualification Criteria

This Section specifies the criteria to determine the Lowest Evaluated Tender that would be considered for contract award; that is the tenderer that meets the qualification criteria and whose tender has been determined to be:

- a) Substantially responsive to the bidding document, and
- b) The lowest evaluated cost.

No other criterion shall be added by the Procuring Entity. Some parts of this section may be omitted by the Procuring Entity (and not by a Tenderer) to suit the subject procurement. For example, in some cases evaluation may not include Margin of Preference, so any reference to considerations for Margin of Preference will be omitted. The Procuring Entity will complete the parts of the Criterion only as guided and allowed in this section. For example, if the criterion provides “Postqualification and Contract award” and lists an item that says, “Other conditions.....”, the Entity shall only include the conditions that are allowed in the Standard Tender Document.

iv) Section IV – Tendering Forms

This Section includes the Form of Tender and other forms to be submitted; priced terms of reference, including technical and financial qualifications, personnel, financial resources, Tender Security, and others to be completed and submitted by the Tenderer as part of its Tender.

3. PART 2 – PROCUREMENT ENTITY'S REQUIREMENTS

This Section contains the Procuring Entity's Schedules of Requirements, Specifications, and terms of reference, and supplementary information that describe the items to be insured.

4. PART 3 – CONDITIONS OF CONTRACT AND CONTRACT FORMS

i) Section VIII – General Conditions of Contract (GCC)

This Section contains the general clauses to be applied in all contracts. This Section contains provisions that are to be used without modification by the Procuring Entity or by a Tenderer.

ii) Section IX- Special Conditions of Contract (SCC)

The contents of this Section supplement the General Conditions of Contract and shall be prepared by the Procuring Entity.

iv) Section X - Contract Forms

This Section contains forms which, once completed, will form part of the Contract. The forms, when required, shall only be completed by the successful Tender after Contract award.

TENDER DOCUMENTS FOR PROCUREMENT OF INSURANCE SERVICES**(1) NAME AND CONTACT ADDRESSES OF PROCURING ENTITY**

Name: County Government of Bungoma

Address: P.O Box 437-50200 Bungoma.

Email address: www.bungoma.go.ke

2) TENDER NAME: Provision of Staff Medical Cover

INVITATION TO TENDER

PROCURING ENTITY: County Government of Bungoma

CONTRACT NAME AND DESCRIPTION: Provision of Staff Medical Cover

NEGOTIATION NO. 1894562-2025/2026- PROVISION OF STAFF MEDICAL COVER

The *County Government of Bungoma* also referred to as Procuring Entity invites sealed tenders from eligible candidates for the **Provision of Staff Medical Cover**. The contract will be for a period of two (2) years with a possible extension of a further one (1) year subject to annual Satisfactory Performance review.

Tendering will be conducted under open competitive tendering method using a standardized tender document and is open to all qualified and interested Tenderers. Tenderers will be allowed to tender for one or more items.

1. Qualified and interested tenderers may obtain further information and inspect the Tender Documents during office hours 8.00am to 5.00pm at the Bungoma County Headquarters P.O Box 437-50200 Bungoma. Tender documents may be viewed and/or downloaded from the website: www.bungoma.go.ke or supplier.treasury.go.ke or public procurement informational portal (PIIP).
2. A complete set of tender documents may be obtained electronically through the supplier portal, PIIP portal or the County website free of charge.
3. Tender documents may be viewed and downloaded for free from the website (www.bungoma.go.ke, or supplier.Treasury.go.ke or public procurement informational portal (PIIP). Tenderers who download the tender document must forward their particulars immediately to *(insert email, telephone and postal address)* to facilitate any further clarification or addendum.
4. All Tenders must be accompanied by a “*tender Security*” of **KSH. 5,000,000.00** in form of Bank Guarantee from a reputable Bank or an insurance company (**not self-guaranteed**) payable to the Chief Officer Public Service and Administration which must remain valid for 150 days from the closing date of the tender. A scanned Copy of the Bid Bond should be uploaded into the ifmis tender portal during the time of submission on or before the closing date of the tender. Original Bid Bond enclosed in an envelope clearly marked “**BID Bond**” with the particulars of the tender to be deposited and registered at the Chief Officer Public Service Management Administration and ICT, Bungoma County Offices before the deadline for submission of the tender.
5. The Tenderer shall chronologically serialize all pages of the tender documents submitted.
6. Completed tenders must be delivered or **SUBMITTED ONLINE VIA THE IFMIS SUPPLIER PORTAL (supplier.treasury.go.ke)** on or before Monday, 30th June, 2025 at 11:00 AM.

Note: NO MANUAL SUBMISSION

7. *ONLY* Electronic Tenders *will* be permitted.
8. Tenders will be opened immediately after the deadline date and time specified above or any deadline date and time specified later. Tenders will be publicly opened in the presence of the Tenderers' designated representatives who choose to attend at the address below.



9. Late tenders will be rejected.
10. The addresses referred to above are:

A. Address for obtaining further information and for purchasing tender documents.

- 1) Name of Procuring Entity: COUNTY GOVERNMENT OF BUNGOMA – PUBLIC SERVICE MANAGEMENT ADMINISTRATION AND ICT.
- 2) Physical address: Bungoma County Headquarters
- 3) Postal Address: 437-50200
- 4) Chief Officer, Department of Public Service Management Administration and ICT
- 5) **Address for Submission of Tenders.**

NO MANUAL SUBMISSION

ONLY Electronic Tenders will be permitted. ALL SUBMISSION SHOULD BE IN pdf format. NO SUBMISSION THROUGH A LINK ON THE IFMIS PORTAL. THIS WILL LEAD TO DISQUALIFICATION

Submission SHOULD be done via supplier.treasury.go.ke.

A. Address for Opening of Tenders.

- 1) Name of Procuring Entity: Department of Public Service Management Administration and ICT
TENDERS WILL BE OPENED ONLINE
- 2) Physical address for the location (City, Street Name, Building, Floor Number and Room)

[Authorized Official (name, Designation, Signature, and date)]

Name: Department of Public Service Management Administration and ICT

Designation _____Signature_____Date_____

PART 1 - TENDERING PROCEDURES

SECTION I - INSTRUCTIONS TO TENDERERS

A. General

1. Scope of Tender

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

2. Definitions

2.1 Throughout this tendering document:

- a) The term “in writing” means communicated in written form (e.g., by mail, e-mail, including if specified **in the TDS**, distributed or received through the electronic-procurement system used by the Procuring Entity) with proof of receipt.
- b) If the contexts require, “singular” means “plural” and vice versa; and
- c) “Day” means calendar day, unless otherwise specified as “Business Day”. A Business Day is any day that is an official working day of the Procuring Entity. It excludes the Procuring Entity's official public holidays.

2.2 The successful Tenderer will be expected to commence providing the Insurance Services by Date provided **in the TDS**. The insurance duration for each item will be one year or the period specified in the **TDS**.

3. Fraud and Corruption

3.1 The Procuring Entity requires compliance with the provisions of the Public Procurement and Asset Disposal Act, 2015, Section 62 “Declaration not to engage in corruption”. The tender submitted by a person shall include a declaration that the person shall not engage in any corrupt or fraudulent practice and a declaration that the person or his or her sub-contractors are not debarred from participating in public procurement proceedings.

3.2 The Procuring Entity requires compliance with the provisions of the Competition Act 2010, regarding collusive practices in contracting. Any tenderer found to have engaged in collusive conduct shall be disqualified and criminal and/or civils actions may be imposed. To this effect, Tenders shall be required to complete and sign the “Certificate of Independent Tender Determination” annexed to the Form of Tender.

3.3 Unfair Competitive Advantage -Fairness and transparency in the tender process require that the firms or their Affiliates competing for a specific assignment do not derive a competitive advantage from having provided consulting services related to this tender. To that end, the Procuring Entity shall indicate in the **TDS** and make available to all the firms together with this tender document all information that would in that respect give such firm any unfair competitive advantage over competing firms.

3.4 Tenderers shall permit and shall cause their agents (where declared or not), subcontractors, sub-consultants, service providers, suppliers, and their personnel, to permit the Procuring Entity to inspect all accounts, records and other documents relating to any initial selection process, pre-qualification process, tender submission, proposal submission, and contract performance (in the case of award), and to have them audited by auditors appointed by the Procuring Entity.

4. Eligible Tenderers

- 4.1 A Tenderer may be a firm that is a private entity, a state-owned enterprise or institution subject to ITT 4.7 or any combination of such entities in the form of a joint venture (JV) under an existing agree mentor with the intent to enter into such an agreement supported by a letter of intent. Only Insurance service providers registered by Insurance Regulatory Authority are eligible to tender and sign contracts. In the case of a joint venture, all members shall be jointly and severally liable for the execution of the entire Contract in accordance with the Contract terms. The JV shall nominate a Representative who shall have the authority to conduct all business for and on behalf of any and all the members of the JV during the tendering process and, in the event the JV is awarded the Contract,

during contract execution. Members of a joint venture may not also make an individual tender, be a subcontractor in a separate tender or be part of another joint venture for the purposes of the same Tender. The maximum number of JV members shall be specified in the **TDS**.

- 4.2 Public Officers of the Procuring Entity, their spouse, child, parent, brother, sister, child, parent or sister of a spouse, their business associates or agents and firms/organizations in which they have a substantial or controlling interest shall not be eligible to tender or be awarded a contract. Public Officers are also not allowed to participate in any procurement proceedings.
- 4.3 A Tenderer shall not have a conflict of interest. Any Tenderer found to have a conflict of interest shall be disqualified. A Tenderer may be considered to have a conflict of interest for the purpose of this Tendering process, if the Tenderer:
- a) Directly or indirectly controls, is controlled by or is under common control with another Tenderer; or
 - b) Receives or has received any direct or indirect subsidy from another Tenderer; or
 - c) Has the same legal representative as another Tenderer; or
 - d) Has a relationship with another Tenderer, directly or through common third parties, that puts it in a position to influence the Tender of another Tenderer, or influence the decisions of the Procuring Entity regarding this Tendering process; or
 - e) Or any of its affiliates participated as a consultant in the preparation of the Procuring Entity's Requirements (including Schedules of requirements, Performance Specifications, etc.) for the Insurance services that are the subject of this Tender; or
 - f) or any of its affiliates has been hired (or is proposed to be hired) by the Procuring Entity for the Contract implementation; or
 - g) would be providing goods, works, or services resulting from or directly related to the insurance services specified in the **TDS** ITT 1.1 that it provided or were provided by any affiliate that directly or indirectly controls, is controlled by, or is under common control with that firm; or
 - h) has a close business or family relationship with a professional staff of the Procuring Entity who: (i) are directly or indirectly involved in the preparation of the tendering document or specifications of the contract, and/or the Tender evaluation process of such contract; or (ii) would be involved in the implementation or supervision of such contract unless the conflict stemming from such relationship has been resolved in a manner acceptable to the Procuring Entity throughout the procurement process and execution of the Contract.
- 4.4 A firm that is a Tenderer shall not participate in more than one Tender, except for permitted alternative Tenders. Such participation shall result in the disqualification of all Tenders in which the firm is involved.
- 4.5 A Tenderer may have the nationality of any country, subject to the restrictions pursuant to ITT 4.9. A Tenderer shall be deemed to have the nationality of a country if the Tenderer is constituted, incorporated or registered in and operates in conformity with the provisions of the laws of that country, as evidenced by its articles of incorporation (or equivalent documents of constitution or association) and its registration documents, as the case may be. This criterion also shall apply to the determination of the nationality of proposed sub-contractors or sub-consultants for any part of the Contract including related Services.
- 4.6 A Tenderer that has been debarred from participating in public procurement shall be ineligible to tender or be awarded a contract. The list of debarred firms and individuals is available from the website of PPR www.ppra.go.ke.

- 4.7 Tenderers that are state-owned enterprises or institutions in Kenya may be eligible to compete and be awarded a Contract(s) if they can establish that they are registered as insurance businesses.
- 4.8 A tenderer under suspension from tendering as the result of the operation of a Tender-Securing Declaration or Proposal-Securing Declaration shall not be eligible to tender.
- 4.9 Firms and individuals may be ineligible if (a) as a matter of law or official regulations, Kenya prohibits commercial relations with that country, or (b) by an act of compliance with a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations, Kenya prohibits any import of goods or contracting of works or services from that country, or any payments to any country, person, or entity in that country.
- 4.10 The Insurance Act of Kenya (Revised 2017) requires that insurance companies that wish to offer insurance services in Kenya should be registered with the Insurance Regulatory Authority (IRA) of Kenya to allow them undertake insurance business in Kenya. Registration shall not be a condition for tender, but it shall be a condition of contract award and signature. A selected tenderer shall be given the opportunity to register before contract award and signature of contract. Details on application for registration with Insurance Regulatory Authority may be accessed from the website www.ira.go.ke
- 4.11 The Competition Act of Kenya requires that firms wishing to tender as Joint Venture undertakings which may prevent, distort or lessen competition in provision of services are prohibited unless they are exempt in accordance with the provisions of Section 25 of the Act. JVs will be required to seek exemptions from the Competition Authority. Exemption shall not be a condition for tender, but it shall be a condition of contract award and signature. A JV tenderer shall be given the opportunity to seek such exemption as a condition of award and signature of contract. Application for exemption from the Competition Authority of Kenya may be accessed from the website www.ira.go.ke
- 4.12 A Kenyan tenderer shall provide evidence of having fulfilled his/her tax obligations by producing a current tax compliance certificate or tax exemption certificate issued by the Kenya Revenue Authority.

5. Qualification of the Tenderer

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

B. Contents of Tendering Document

6. Sections of Tendering Document

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

PART 1: Tendering Procedures

- i) Section I - Instructions to Tenderers (ITT) ii)
Section II - Tender Data Sheet (TDS) iii)

- Section III - Evaluation and Qualification Criteria
- iv) Section IV – Tendering Forms

PART 2: Procuring Entity's Requirements

- v) Section V–Schedule of Requirements

PART 3: Contract

- vi) Section VI-General Conditions of Contract (GCC)
- vii) Section VII-Special Conditions of Contract (SCC)
- viii) Appendix to the Contract–Insurance Policy

6.2 The Invitation to Tender (ITT) or the notice to pre-qualify Tenderers, as the case may be, issued by the Procuring Entity is not part of this tendering document.

6.3 Unless obtained directly from the Procuring Entity, the Procuring Entity is not responsible for the completeness of the document, responses to requests for clarification, the Minutes of the pre-Tender meeting (if any), or Addenda to the tendering document in accordance with ITT 9. In case of any contradiction, documents obtained directly from the Procuring Entity shall prevail.

6.4 The Tenderer is expected to examine all instructions, forms, terms of reference, and specifications in the tendering document and to furnish with its Tender all information or documentation as is required by the tendering document.

7. Clarification of Tender Document, Site Visit, Pre-Tender Meeting

7.1 A Tenderer requiring any clarification of the Tender Document shall contact the Procuring Entity in writing at the Procuring Entity's address specified in the **TDS** or raise its enquiries during the pre-Tender meeting if provided for in accordance with ITT 7.2. The Procuring Entity will respond in writing to any request for clarification, provided that such request is received no later than the period specified in the **TDS** prior to the deadline for submission of tenders. The Procuring Entity shall forward copies of its response to all tenderers who have acquired the Tender D documents in accordance with ITT 7.4, including a description of the inquiry but without identifying its source. If so specified in the **TDS**, the Procuring Entity shall also promptly publish its response at the web page identified in the **TDS**. Should the clarification result in changes to the essential elements of the Tender Documents, the Procuring Entity shall amend the Tender Documents following the procedure under ITT 8 and ITT 22.2.

7.2 The Tenderer, at the Tenderer's own responsibility and risk, is encouraged to visit and examine and inspect the site(s) and items of the required contracts and obtain all information that may be necessary for preparing a tender. The costs of visiting the Sites shall be at the Tenderer's own expense. The Procuring Entity shall specify in the **TDS** if a pre-arranged Site visit and or a pre-tender meeting will be held, when and where. The Tenderer's designated representative is invited to attend a pre-arranged site visit and a pre-tender meeting, as the case may be. The purpose of the site visit and the pre-tender meeting will be to clarify issues and to answer questions on any matter that may be raised at that stage.

7.3 The Tenderer is requested to submit any questions in writing, to reach the Procuring Entity not later than the period specified in the **TDS** before the meeting.

7.4 Minutes of a pre-arranged site visit and those of the pre-tender meeting, if applicable, including the text of the questions asked by Tenderers and the responses given, together with any responses prepared after the meeting, will be transmitted promptly to all Tenderers who have acquired the Tender Documents. Minutes shall not identify the source of the questions asked.

7.5 The Procuring Entity shall also promptly publish anonymized (no names) Minutes of the pre-arranged site visit and those of the pre-tender meeting at the web page identified in the **TDS**. Any modification to the Tender Documents that may become necessary as a result of the pre-arranged site visit and those of the pre-tender meeting shall be made by the Procuring Entity exclusively through the issue of an Addendum pursuant to ITT 8 and not through the minutes of the pre-Tender meeting. Non-attendance at the pre-arranged site visit and the pre-tender meeting will not be a cause for disqualification of a Tenderer.

8. Clarification of Tendering Document

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

9. Amendment of Tendering Document

9.1 At any time prior to the deadline for submission of Tenders, the Procuring Entity may amend the Tendering document by issuing addenda.

9.2 Any addendum issued shall be part of the tendering document and shall be communicated in writing to all who have obtained the tendering document from the Procuring Entity in accordance with ITT 6.3. The Procuring Entity shall also promptly publish the addendum on the Procuring Entity's web page in accordance with ITT 8.1.

9.3 To give prospective Tenderers reasonable time in which to take an addendum into account in preparing their Tenders, the Procuring Entity shall extend, as necessary, the deadline for submission of Tenders, in accordance with ITT 23.2 below.

C. Preparation of Tenders

10. Cost of Tendering

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

11. Language of Tender

11.1 The Tender as well as all correspondence and documents relating to the Tender exchanged by the Tenderer and the Procuring Entity shall be written in the English language. Supporting documents and printed literature that are part of the Tender maybe in another language provided they are accompanied by an accurate translation of the relevant

passages in to the English language, in which case, for purposes of interpretation of the Tender, such translation shall govern.

12. Documents Comprising the Tender

12.1 The Tender shall comprise the following:

- a) **Form of Tender** prepared in accordance with ITT 13;
- b) **Schedules:** priced Activity Schedule completed in accordance with ITT 13 and ITT 15;
- c) **Tender Security or Tender-Securing Declaration** in accordance with ITT 20.1;
- d) **Alternative Tender:** if permissible in accordance with ITT 14;
- e) **Authorization:** written confirmation authorizing the signatory of the Tender to commit the Tenderer, in accordance with ITT 21.3;
- f) **Qualifications:** documentary evidence in accordance with ITT 18 establishing the Tenderer's qualifications to perform the Contract if its Tender is accepted;
- g) **Tenderer's Eligibility:** documentary evidence in accordance with ITT 18 establishing the Tenderer's eligibility to Tender;
- h) **Conformity:** documentary evidence in accordance with ITT 17, that the Services conform to the tendering document;
- i) **Sample Insurance Policy** for each type of insurance required, and
- j) Any other document required **in the TDS**.

12.2 The Tenderer shall furnish in the Tender Information Form on commissions and gratuities, if any, paid or to be paid to agents or any other party relating to the Tender.

13. Form of Tender and Schedule of Requirements

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

14. Alternative Tenders

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

15. Tender Prices and Discounts

15.1 The prices (or premiums) and discounts (including any price reduction) quoted by the Tenderer in the Form of Tender and in the Schedule of Requirements shall conform to the requirements specified below.

15.2 The Contract shall be for the Insurance Services of the items described in the Schedule of Requirements submitted by the Tenderer.

15.3 The Tenderer shall quote any discounts in the Form of Tender in accordance with ITT 13.1.

15.4 All duties, taxes, and other levies payable by the Insurance Provider under the Contract, or for any other cause, as of the date 28 days prior to the deadline for submission of Tenders, shall be included in the total Tender price submitted by the Tenderer.

15.5 If provided for in the **TDS**, prices quoted by the Tenderer shall be subject to adjustment during the performance of the Contract in accordance with and the provisions of Clause 6.6 of the General Conditions of Contract and/or Special Conditions of Contract. The Tenderer shall submit with the Tender all the information required under the Special Conditions of Contract and of the General Conditions of Contract.

16. Currencies of Tender and Payment

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

17. Documents Establishing Conformity of Services

17.1 To establish the conformity of the Insurance Services to the tendering document, the Tenderer shall furnish as part of its Tender the documentary evidence that Services provided conform to the Procurement Entity's requirements specified in Section VII, Schedule of Requirements.

17.2 Standards for provision of the Insurance Services are intended to be descriptive only and not restrictive. The Tenderer may offer other standards of quality provided that it demonstrates, to the Procuring Entity's satisfaction, that the substitutions ensure substantial equivalence or are superior to those specified in the Section V, Schedule of Requirements.

17.3 Tenderers shall be asked to provide, as part of the data for qualification, such information, including details of ownership, as shall be required to determine whether, according to the classification established by the Procuring Entity, a Service provider or group of service providers qualifies for a margin of preference. Further the information will enable the Procuring Entity identify any actual or potential conflict of interest in relation to the procurement and / or contract management processes, or a possibility of collusion between tenderers, and thereby help to prevent any corrupt influence in relation to the procurement process or contract management.

17.4 The purpose of the information described in ITT 6.2 above overrides any claims to confidentiality which a tenderer may have. There can be no circumstances in which it would be justified for a tenderer to keep information relating to its ownership and control confidential where it is tendering to undertake public sector work and receive public sector funds. Thus, confidentiality will not be accepted by the Procuring Entity as a justification for a Tenderer's failure to disclose, or failure to provide required information on its ownership and control.

17.5 The Tenderer shall provide further documentary proof, information or authorizations that the Procuring Entity may request in relation to ownership and control which information on any changes to the information which was provided by the tenderer under ITT 6.3. The obligations to require this information shall continue for the duration of the procurement process and contract performance and after completion of the contract, if any change to the information previously provided may reveal a conflict of interest in relation to the award or management of the contract.

17.6 All information provided by the tenderer pursuant to these requirements must be complete, current and accurate as at the date of provision to the Procuring Entity. In submitting the information required pursuant to these requirements, the Tenderer shall warrant that the information submitted is complete, current and accurate as at the date of submission to the Procuring Entity.

17.7 If a tenderer fails to submit the information required by these requirements, its tender will be rejected. Similarly, if the Procuring Entity is unable, after taking reasonable steps, to verify to a reasonable degree the information submitted by a tenderer pursuant to these requirements, then the tender will be rejected.

17.8 If information submitted by a tenderer pursuant to these requirements, or obtained by the Procuring Entity (whether through its own enquiries, through notification by the public or otherwise), shows any conflict of interest which could materially and improperly benefit the tenderer in relation to the procurement or contract management process, then:

- i) If the procurement process is still ongoing, the tenderer will be disqualified from the procurement process,
- ii) if the contract has been awarded to that tenderer, the contract award will be set aside,
- iii) the tenderer will be referred to the relevant law enforcement authorities for investigation of whether the tenderer or any other persons have committed any criminal offence.

17.9 If a tenderer submits information pursuant to these requirements that is incomplete, inaccurate or out-of-date, or attempts to obstruct the verification process, then the consequences ITT 6.7 will ensue unless the tenderer can show to the reasonable satisfaction of the Procuring Entity that any such act was not material, or was due to genuine error or which was not attributable to the intentional act, negligence or recklessness of the tenderer.

18. Documents Establishing the Eligibility and Qualifications of the Tenderer

18.1 To establish Tenderer's eligibility in accordance with ITT 4, Tenderers shall complete the Form of Tender, and all Tendering Forms included in Section IV.

18.2 The documentary evidence of the Tenderer's qualifications to perform the Contract if its Tender is accepted shall establish to the Procuring Entity's satisfaction that the Tenderer meets each of the qualification criterion specified in Section III, Evaluation and Qualification Criteria.

18.3 In the event that pre-qualification of Tenderers has been undertaken as stated **in the TDS**, only Tenders from pre-qualified Tenderers shall be considered for award of Contract. These qualified Tenderers should submit with their Tenders any information updating their original pre-qualification applications or, alternatively, confirm in their Tenders that the originally submitted pre-qualification information remains essentially correct as of the date of Tender submission.

18.4 If pre-qualification has not taken place before Tendering, the qualification criteria for the Tenderers are specified in Section III, Evaluation and Qualification Criteria.

19. Period of Validity of Tenders

19.1 Tenders shall remain valid for the Tender Validity period specified **in the TDS**. The Tender Validity period starts from the date fixed for the Tender submission deadline date (as prescribed by the Procuring Entity in accordance with ITT 23.1). A tender valid for a shorter period shall be rejected by the Procuring Entity as non-responsive.

19.2 In exceptional circumstances, prior to the expiration of the Tender validity period, the Procuring Entity may request Tenderers to extend the period of validity of their Tenders. The request and the responses shall be made in writing. If a Tender Security is requested in accordance with ITT 20, it shall also be extended for the corresponding period. A Tenderer may refuse the request without forfeiting its Tender Security. A Tenderer

granting the request shall not be required or permitted to modify its Tender, except as provided in ITT 19.3.

20. Tender Security

20.1 The Tenderer shall furnish as part of its Tender, either a Tender-Securing Declaration or a Tender security, as specified **in the TDS**, in original form and, in the case of a Tender Security, in the amount and currency specified **in the TDS**.

20.2 A Tender Securing Declaration shall use the form included in Section IV, Tendering Forms.

20.3 If a Tender Security is specified pursuant to ITT 20.1, from a reputable source, and an eligible country and shall be in any of the following forms at the Tenderer's option: i) cash; ii) a bank guarantee; iii) a guarantee by an insurance company registered and licensed by the Insurance Regulatory Authority listed by the Authority; or iv) a guarantee issued by a financial institution approved and licensed by the Central Bank of Kenya,

20.4 If a Tender Security is specified pursuant to ITT 20.1, any Tender not accompanied by a substantially responsive Tender Security shall be rejected by the Procuring Entity as non-responsive.

20.5 If a Tender Security is specified pursuant to ITT 20.1, the Tender Security of unsuccessful Tenderers shall be returned as promptly as possible upon the successful Tenderer's signing the contract and furnishing the Performance Security pursuant to ITT 46. The Procuring Entity shall also promptly return the tender security to the tenderers where the procurement proceedings are terminated, all tenders were determined non responsive or a bidder declines to extend tender validity period.

20.6 The Tender Security of the successful Tenderer shall be returned as promptly as possible once the successful Tenderer has signed the Contract and furnished the required Performance Security.

20.7 The Tender Security may be forfeited or the Tender-Securing Declaration executed:

- a) If a Tenderer withdraws its Tender during the period of Tender validity specified by the Tenderer in the Form of Tender, or any extension thereto provided by the Tenderer; or
- b) If the successful Tenderer fails to:
 - i) Sign the Contract in accordance with ITT 45; or ii) Furnish a performance security in accordance with ITT 46.

20.8 Where tender securing declaration is executed, the Procuring Entity shall recommend to the PPRA that PPRA debars the Tenderer from participating in public procurement as provided in the law.

20.9 A tenderer shall not issue a tender security to guarantee itself.

21. Format and Signing of Tender

21.1 The Tenderer shall prepare one original of the documents comprising the Tender as described in ITT 12, bound with the volume containing the Form of Tender, and clearly marked "Original."

UPLOAD AND SUBMIT ONLINE VIA THE IFMIS SUPPLIER PORTAL.

In addition, the Tenderer shall submit copies of the Tender, in the number specified in the **TDS**, and clearly marked as “Copies.” In the event of discrepancy between them, the original shall prevail.

21.2 Tenderers shall mark as “CONFIDENTIAL” information in their Tenders which is confidential to their business. This may include proprietary information, trade secrets, or commercial or financially sensitive information.

21.3 The original and all copies of the Tender shall be typed or written in indelible ink and shall be signed by a person or persons duly authorized to sign on behalf of the Tenderer. This authorization shall consist of a written confirmation as specified in the **TDS** and shall be attached to the Tender. The name and position held by each person signing the authorization must be typed or printed below the signature. All pages of the Tender where entries or amendments have been made shall be signed or initialed by the person signing the Tender.

21.4 Any inter-lineation, erasures, or overwriting shall be valid only if they are signed or initialed by the person signing the Tender.

D. Submission and Opening of Tenders

22. Sealing and Marking of Tenders

22.1 The Tenderer shall deliver the Tender in a single, sealed envelope. Within the single envelope the Tenderer shall place the following separate, sealed envelopes:

- a) In an envelope marked “ORIGINAL”, all documents comprising the Tender, as described in ITT 12; and
- b) in an envelope marked “COPIES”, all required copies of the Tender; and
- c) if alternative Tenders are permitted in accordance with ITT14, and if relevant:
 - i) in an envelope marked “ORIGINAL-ALTERNATIVE TENDER”, the alternative Tender; and ii) in the envelope marked “COPIES –ALTERNATIVE TENDER” all required copies of the alternative Tender.

22.2 The inner envelopes shall:

- a) Bear the name and address of the Tenderer;
- b) Be addressed to the Procuring Entity in accordance with ITT 23.1;
- c) Bear the specific identification of this Tendering process specified in accordance with **TDS 1.1**; and
- d) Bear a warning not to open before the time and date for Tender opening.

22.3 The outer-envelopes shall:

- a) Be addressed to the Procuring Entity in accordance with ITT 23.1;
- b) bear the specific identification of this Tendering process specified in accordance with **TDS 1.1**; and
- (c) Bear a warning not to open before the time and date for Tender opening.

22.4 If all envelopes are not sealed and marked as required, the Procuring Entity will assume no responsibility for the misplacement or premature opening of the Tender. Tenders that were misplaced or opened prematurely will be not be accepted.

23 Deadline for Submission of Tenders

23.1 Tenders must be received by the Procuring Entity at the address and no later than the date and time specified **in the TDS**. When so specified **in the TDS**, Tenderers shall have the option of submitting their Tenders electronically. Tenderers submitting Tenders electronically shall follow the electronic Tender submission procedures specified **in the TDS**.

23.2 The Procuring Entity may, at its discretion, extend the deadline for the submission of Tenders by amending the tendering document in accordance with ITT 9, in which case all rights and obligations of the Procuring Entity and Tenderers previously subject to the deadline shall thereafter be subject to the deadline as extended.

24. Late Tenders

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

25 Withdrawal, Substitution and Modification of Tenders

25.1 A Tenderer may withdraw, substitute, or modify its Tender after it has been submitted by sending a written notice, duly signed by an authorized representative, and shall include a copy of the authorization (the power of attorney) in accordance with ITT 21.3, (except that withdrawal notices do not require copies). The corresponding substitution or modification of the Tender must accompany the respective written notice. All notices must be:

- a) Prepared and submitted in accordance with ITT 21 and ITT 22 (except that withdrawal notices do not require copies), and in addition, the respective envelopes shall be clearly marked “WITHDRAWAL,” “SUBSTITUTION,” or “MODIFICATION;” and
- b) Received by the Procuring Entity prior to the deadline prescribed for submission of Tenders, in accordance with ITT 23.

25.2 Tenders requested to be withdrawn in accordance with ITT 25.1 shall be returned unopened to the Tenderers.

25.3 No Tender may be withdrawn, substituted, or modified in the interval between the deadline for submission of Tenders and the expiration of the period of Tender validity specified by the Tenderer on the Form of Tender or any extension thereof.

26. Tender Opening

26.1 Except as in the cases specified in ITT 23 and ITT 25.2, the Procuring Entity shall, at the Tender opening, publicly open and read out all Tenders received by the deadline at the date, time and place specified in the **TDS** in the presence of Tenderers' designated representatives and anyone who choose to attend. Any specific electronic Tender opening procedures required if electronic tendering is permitted in accordance with ITT 23.1, shall be as specified **in the TDS**.

26.2 First, envelopes marked “WITHDRAWAL” shall be opened and read out and the envelope with the corresponding Tender shall not be opened, but returned to the Tenderer. If the withdrawal envelope does not contain a copy of the “power of attorney” confirming the signature as a person duly authorized to sign on behalf of the Tenderer, the

corresponding Tender will be opened. No Tender withdrawal shall be permitted unless the corresponding withdrawal notice contains a valid authorization to request the withdrawal and is read out at Tender opening.

26.3 Next, envelopes marked “SUBSTITUTION” shall be opened and read out and exchanged with the corresponding Tender being substituted, and the substituted Tender shall not be opened, but returned to the Tenderer. No Tender substitution shall be permitted unless the corresponding substitution notice contains a valid authorization to request the substitution and is read out at Tender opening.

26.4 Next, envelopes marked “MODIFICATION” shall be opened and read out with the corresponding Tender. No Tender modification shall be permitted unless the corresponding modification notice contains a valid authorization to request the modification and is read out at Tender opening.

26.5 Next, all remaining envelopes shall be opened one at a time, reading out: the name of the Tenderer and whether there is a modification; the total Tender Prices, per lot (contract) if applicable, including any discounts and alternative Tenders; the presence or absence of a Tender Security or Tender-Securing Declaration, if required; and any other details as the Procuring Entity may consider appropriate.

26.6 Only Tenders, alternative Tenders and discounts that are opened and read out at Tender opening shall be considered further. The Form of Tender and the priced Activity Schedule are to be initialed by representatives of the Procuring Entity attending Tender opening in the manner specified in the **TDS**.

26.7 The Procuring Entity shall neither discuss the merits of any Tender nor reject any Tender (except for late Tenders, in accordance with ITT 24.1).

26.8 The Procuring Entity shall prepare a record of the Tender opening that shall include, as a minimum:

- a) the name of the Tenderer and whether there is a withdrawal, substitution, or modification;
- b) the Tender Price, per lot (contract) if applicable, including any discounts; and
- c) any alternative Tenders;
- d) the presence or absence of a Tender Security or Tender-Securing Declaration, if one was required.
- e) Number of pages of each tender document submitted.

26.9 The Tenderers' representatives who represent shall be requested to sign the record. The omission of a Tenderer's signature on the record shall not invalidate the contents and effect of the record. A copy of the tender opening register shall be issued to a tenderer upon request.

E. Evaluation and Comparison of Tenders

27. Confidentiality

27.1 Information relating to the evaluation of Tenders and recommendation of contract award, shall not be disclosed to Tenderers or any other persons not officially concerned with the Tendering process until information on the Intention to Award the Contract is transmitted to all Tenderers in accordance with ITT 41.

27.2 Any effort by a Tenderer to influence the Procuring Entity in the evaluation or contract award decisions may result in the rejection of its Tender.

27.3 Notwithstanding ITT 27.2, from the time of Tender opening to the time of Contract Award, if any Tenderer wishes to contact the Procuring Entity on any matter related to the Tendering process, it should do so in writing.

28 Clarification of Tenders

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

28.2 If a Tenderer does not provide clarifications of its Tender by the date and time set in the Procuring Entity's request for clarification, its Tender may be rejected.

29 Deviations, Reservations, and Omissions

29.1 During the evaluation of Tenders, the following definitions apply:

- a) "Deviation" is a departure from the requirements specified in the tendering document;
- b) "Reservation" is the setting of limiting conditions or withholding from complete acceptance of the requirements specified in the tendering document; and
- c) "Omission" is the failure to submit part or all of the information or documentation required in the tendering document.

30. Determination of Responsiveness

30.1 The Procuring Entity's determination of a Tender's responsiveness is to be based on the contents of the Tender itself, as defined in ITT 12.

30.2 A substantially responsive Tender is one that meets the requirements of the tendering document without material deviation, reservation, or omission. A material deviation, reservation, or omission is one that:

- a) If accepted, would:
 - i) Affect in any substantial way the scope, quality, or performance of the Insurance Services specified in the Contract; or ii) Limit in any substantial way, inconsistent with the tendering document, the Procuring Entity's rights or the Tenderer's obligations under the Contract; or
- b) if rectified, would unfairly affect the competitive position of other Tenderers presenting substantially responsive Tenders.

30.3 The Procuring Entity shall examine the technical aspects of the Tenders submitted in accordance with ITT 17 and ITT 18, in particular, to confirm that all requirements of Section VII, Schedule of Requirements have been met without any material deviation or reservation, or omission.

31. Non-conformities, Errors and Omissions

31.1 If a Tender is not substantially responsive to the requirements of tendering document, it shall be rejected by the Procuring Entity and may not subsequently be made responsive by correction of the material deviation, reservation, or omission. Non-conformities, Errors and Omissions

31.2 Provided that a Tender is substantially responsive, the Procuring Entity may waive any non-conformities in the Tender.

31.3 Provided that a Tender is substantially responsive, the Procuring Entity may request that the Tenderer submit the necessary information or documentation, within a reasonable period of time, to rectify non-conformities or omissions in the Tender related to documentation requirements. Requesting information or documentation on such nonconformities shall not be related to any aspect of the price of the Tender. Failure of the Tenderer to comply with the request may result in the rejection of its Tender.

32. Arithmetical Errors

32.1 The tender sum as submitted and read out during the tender opening shall be absolute and final and shall not be the subject of correction, adjustment or amendment in any way by any person or entity.

32.2 Provided that the Tender is substantially responsive, the Procuring Entity shall handle errors on the following basis:

- a) Any error detected if considered a major deviation that affects the substance of the tender, shall lead to disqualification of the tender as non-responsive.
- b) Any errors in the submitted tender arising from an error in calculation of unit price, quantity, sub-total and total bid price shall be considered as a major deviation that affects the substance of the tender and shall lead to disqualification of the tender as nonresponsive. and
- c) If there is a discrepancy between words and figures, the amount in words shall prevail

32.3 Tenderers shall be notified of any error detected in their bid during the notification of award

33. Comparison of Tenders and Conversion to Single Currency

33.1 The Procuring Entity shall compare the evaluated costs of all substantially responsive Tenders established in accordance with ITT 31.2 to determine the Tender that has the lowest evaluated cost. The comparison shall be on the basis of total cost prices for each offered insurance service.

33.2 For evaluation and comparison purposes, the currency (ies) of the Tender shall be converted in a single currency as specified **in the TDS**. The source of exchange rate and the date of such exchange rate shall also be specified in the **TDS**.

34 Margin of Preference and Reservations

34.1 A margin of preference on local insurance providers may be allowed only when the contract is open to international competitive tendering where foreign contractors are expected to participate in the tendering process and where the contract exceeds the value/threshold specified in the Regulations.

34.2 A margin of preference shall not be allowed unless it is specified so in the **TDS**.

34.3 Contracts procured on basis of international competitive tendering shall not be subject to reservations exclusive to specific groups as provided in ITT 33.4.

34.4 Where it is intended to reserve a contract to a specific group of businesses (these groups are Small and Medium Enterprises, Women Enterprises, Youth Enterprises and Enterprises of persons living with disability, as the case maybe), and who are appropriately registered as such by a competent authority, a procuring entity shall ensure that the invitation to tender specifically indicates that only businesses or firms belonging to the specified group are eligible to tender. No tender shall be reserved to more than one group. If not so stated in the Invitation to Tender and in the Tender documents, the invitation to tender will be open to all interested tenderers.

35. Evaluation of Tenders

35.1 The Procuring Entity shall use the criteria and methodologies listed in this ITT and Section III, Evaluation and Qualification Criteria. No other evaluation criteria or methodologies shall be permitted. By applying the criteria and methodologies, the Procuring Entity shall determine the Lowest Evaluated Tender. This is the Tender of the Tenderer that meets the qualification criteria and whose Tender has been determined to be:

- a) Substantially responsive to the tendering document; and
- b) The lowest evaluated cost.

35.2 In evaluating the Tenders, the Procuring Entity will determine for each Tender the Evaluated Tender Price by adjusting the Tender price as follows:

- a) Prices offered by the Tenderer, corrected appropriately in accordance with ITT 32;
- b) Price adjustment due to discounts offered in accordance with ITT 15.4;
- c) converting the amount resulting from applying (a) and (b) above, if allowed, to a single currency in accordance with ITT 33.2;
- d) the additional evaluation factors are specified in Section III, Evaluation and Qualification Criteria.

35.3 The estimated effect of the price adjustment provisions of the Conditions of Contract, applied over the period of execution of the Contract, shall not be taken in to account in Tender evaluation.

35.4 Where the tender involves multiple items, the tenderer will be allowed to tender for one or more items. Each item will be evaluated in accordance with ITT 35.2. The methodology to determine the lowest evaluated tenderer or tenderers will be base done each item and not a combination of items.

36. Comparison of Tenders

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

37. Abnormally Low Tenders and Abnormally high tenders

Abnormally Low Tenders

37.1 An Abnormally Low Tender is one where the Tender price, in combination with other constituent elements of the Tender, appears unreasonably low to the extent that the Tender

price raises material concerns as to the capability of the Tenderer to perform the Contract for the offered Tender price or that genuine competition between Tenderers is compromised.

37.2 In the event of identification of a potentially Abnormally Low Tender by the evaluation committee, the Procuring Entity shall seek written clarifications from the Tenderer, including detailed price analysis of its Tender price in relation to the subject matter of the contract, scope, proposed methodology, schedule, allocation of risks and responsibilities and any other requirements of the tendering document.

37.3 After evaluation of the price analyses, in the event that the Procuring Entity determines that the Tenderer has failed to demonstrate its capability to perform the Contract for the offered Tender Price, the Procuring Entity shall reject the Tender.

Abnormally High Tenders

37.4 An abnormally high tender price is one where the tender price, in combination with other constituent elements of the Tender, appears unreasonably too high to the extent that the Procuring Entity is concerned that it (the Procuring Entity) may not be getting value for money or it may be paying too high a price for the contract compared with market prices or that genuine competition between Tenderers is compromised.

37.5 In case of an abnormally high price, the Procuring Entity shall make a survey of the market prices, check if the estimated cost of the contract is correct and review the Tender Documents to check if the specifications, scope of work and conditions of contract are contributory to the abnormally high tenders. The Procuring Entity may also seek written clarification from the tenderer on the reason for the high tender price. The Procuring Entity shall proceed as follows:

- i) If the tender price is abnormally high based on wrong estimated cost of the contract, the Procuring Entity may accept or not accept the tender depending on the Procuring Entity's budget considerations.
- ii) If specifications, scope of work and/or conditions of contract are contributory to the abnormally high tender prices, the Procuring Entity shall reject all tenders and may retender for the contract based on revised estimates, specifications, scope of work and conditions of contract, as the case may be.

37.6 If the Procuring Entity determines that the Tender Price is abnormally too high because genuine competition between tenderers is compromised (*often due to collusion, corruption or other manipulations*), the Procuring Entity shall reject all Tenders and shall institute or cause relevant Government Agencies to institute an investigation on the cause of the compromise, before retendering.

38. Qualification of the Tenderer

38.1 The Procuring Entity shall determine to its satisfaction whether the Tenderer that is selected as having submitted the lowest evaluated cost and substantially responsive Tender is eligible and meets the qualifying criteria specified in Section III, Evaluation and Qualification Criteria.

38.2 The determination shall be based upon an examination of the documentary evidence of the Tenderer's qualifications submitted by the Tenderer, pursuant to ITT 18. The determination shall not take in to consideration the qualifications of other firms such as the Tenderer's subsidiaries, parent entities, affiliates, subcontractors or any other firm(s) different from the Tenderer that submitted the Tender.

38.3 An affirmative determination shall be a prerequisite for award of the Contract to the Tenderer. A negative determination shall result in disqualification of the Tender, in which event the Procuring Entity shall proceed to the Tenderer who offers a substantially responsive Tender with the next lowest evaluated cost to make a similar determination of that Tenderer's qualifications to perform satisfactorily.

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

39.1 The Procuring Entity reserves the right to accept or reject any tender, and to annul the Tendering process and reject all Tenders at any time prior to Contract Award, without there by incurring any liability to Tenderers. In case of annulment, all Tenderers shall be notified with reasons and all Tenders submitted and specifically, Tender securities, shall be promptly returned to the Tenderers.

F. Award of Contract

40. Award Criteria

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

41. Notice of Intention to enter in to a Contract

41.1 Upon award of the contract and Prior to the expiry of the Tender Validity Period the Procuring Entity shall issue a Notification of Intention to Enter in to a Contract/Notification of award to all tenderers which shall contain, at a minimum, the following information:

- a) The name and address of the Tenderer submitting the successful tender;
- b) The Contract price of the successful tender;
- c) a statement of the reason(s) the tender of the unsuccessful tenderer to whom the letter is addressed was unsuccessful, unless the price information in(c) above already reveals the reason;
- d) the expiry date of the Standstill Period; and
- e) instructions on how to request a debriefing and/or submit a complaint during the standstill period;

42. Standstill Period

42.1 The Contract shall not be signed earlier than the expiry of a Standstill Period of 14 days to allow any dissatisfied tender to launch a complaint. Where only one Tender is submitted, the Standstill Period shall not apply.

42.2 Where a Standstill Period applies, it shall commence when the Procuring Entity has transmitted to each Tenderer the Notification of Intention to Enter in to a Contract with the successful Tenderer.

43. Debriefing by the Procuring Entity

43.1 On receipt of the Procuring Entity's Notification of Intention to Enter into a Contract referred to in ITT 43, an unsuccessful tenderer may make a written request to the Procuring Entity for a debriefing on specific issues or concerns regarding their tender. The Procuring Entity shall provide the debriefing within five days of receipt of the request.

43.2 Debriefings of unsuccessful Tenderers may be done in writing or verbally. The Tenderer shall bear its own costs of attending such a debriefing meeting.

44. Negotiations

44.1 The negotiations shall be held at the place indicated in the **TDS** with the Tenderer's representative(s) who must have written power of attorney to negotiate and sign a Contract on behalf of the Tenderer. The Procuring Entity will constitute a team to negotiate a contract and the terms of the Insurance Policy to be provided.

44.2 The negotiations shall start with discussions of the scope of the terms and conditions of the Policy, its conformity to the Procuring Entity's requirements, the conditions and circumstances under which the insured will be financially compensated, and the items that would need to be attended to before the contract is signed and an Insurance Policy issued. These discussions shall not substantially alter the original scope of the Procuring Entity's requirements. The items that would need to be attended to by the Procuring Entity before the contract is signed and an Insurance Policy issued should not be so extended as to render the scope of the required service and its price different from the Procuring Entity's requirements.

44.3 The Procuring Entity shall prepare minutes of negotiations that are signed by the Procuring Entity and the Tenderers' authorized representative.

45. Letter of Award

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

46. Signing of Contract

46.1 Upon the expiry of the fourteen days of the Notification of Intention to enter into contract and upon the parties meeting their respective statutory requirements, the Procuring Entity shall send the successful Tenderer the Contract Agreement.

46.2 Within fourteen (14) days of receipt of the Contract Agreement, the successful Tenderer shall sign, date, and return it to the Procuring Entity.

46.3 The written contract shall be entered into within the period specified in the notification of award and before expiry of the tender validity period.

47. Performance Security

47.1 Within twenty-one (21) days of the receipt of the Letter of Award from the Procuring Entity, the successful Tenderer shall furnish the Performance Security and, any other documents required in the **TDS**, in accordance with the General Conditions of Contract, subject to ITT 38.2 (b), using the Performance Security and other Forms included in Section X, Contract Forms, or another form acceptable to the Procuring Entity. A foreign institution providing a bank guarantee shall have a correspondent financial institution located in Kenya, unless the Procuring Entity has agreed in writing that a correspondent bank is not required.

47.2 Failure of the successful Tenderer to submit the above-mentioned Performance Security and other documents required in the **TDS** or sign the Contract shall constitute sufficient grounds for the annulment of the award and forfeiture of the Tender Security. In that event

the Procuring Entity may award the Contract to the Tenderer offering the next Best Evaluated Tender.

47.3 Performance security shall not be required for contracts estimated to cost less than the amount specified in the Regulations.

48. Publication of Procurement Contract

48.1 Within fourteen days after signing the contract, the Procuring Entity shall publish the awarded contract at its notice boards and websites; and on the Website of the Authority. At the minimum, the notice shall contain the following information:

- a) Name and address of the Procuring Entity;
- b) Name and reference number of the contract being awarded, a summary of its scope and the selection method used;
- c) The name of the successful Tenderer, the final total contract price, the contract duration.
- d) Dates of signature, commencement and completion of contract;
- e) Names of all Tenderers that submitted Tenders, and their Tender prices as read out at Tender opening.

49. Procurement Related Complaint and Administrative Review

49.1 The procedures for making Procurement-related Complaints are as specified in the TDS.

49.2 A request for administrative review shall be made in the form provided under contract forms.

SECTION II - TENDER DATA SHEET (TDS)

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

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

ITT Reference	PARTICULARS OF APPENDIX TO INSTRUCTIONS TO TENDERS
	A. General
ITT 1.1	The Tender reference number (ITT) is : BGM/CNTY/PSMA/MIC/001/2025-27 NEGOTIATION NUMBER : 1894562-2025/2026 The Procuring Entity is: <i>County Government of Bungoma</i> The name of the ITT is: Provision of Staff Medical Cover.
ITT 2.1(a)	Electronic –Procurement System The Procuring Entity shall use the following electronic-procurement system to manage this Tendering process: IFMIS supplier portal: www.supplier.treasury.go.ke The electronic-procurement system shall be used to manage the following aspects of the Tendering process: <i>[list the aspects here and modify the relevant parts of the TDS accordingly e.g., issuing tendering document, submissions of Tenders, opening of Tenders]</i>

ITT 2.2	The Intended date commencing providing the Insurance Services is as from the signing of contract. The insurance duration for each item will be for a duration of 24 months, renewable subject to satisfactory performance.
ITT 3.3	The Information made available on competing firms is as follows:
ITT 4.1	Maximum number of members in the Joint Venture (JV) shall be: [N/A]. _____
B. Contents of Tendering Document	
ITT 7.1 8.1	i) The Tenderer will submit any request for clarifications in writing at the Address County Government of Bungoma, P.O Box 437-50200 Bungoma, to reach the Procuring Entity not later than 3 days before tender close date/submission date. ii) The Procuring Entity shall publish its response at the website www.bungoma.go.ke
ITT 7.2	(A) A pre-arranged pretender site visit “<i>shall not</i>”] take place at the following date, time and place: Date: _____ N/A_____ Time: _____ N/A_____ Place: _____ N/A_____ (B) Pre-Tender meeting “<i>shall not</i>”] take place at the following date, time and place: Date: _____ N/A_____ Time: _____ N/A_____ Place: _____ N/A_____
ITT 7.3	The Tenderer will submit any questions in writing, to reach the Procuring Entity not later

ITT Reference	PARTICULARS OF APPENDIX TO INSTRUCTIONS TO TENDERS
	than _____N/A_____ before the meeting.
ITT 7.5	The Procuring Entity’s website where Minutes of the pre-Tender meeting and the pre-arranged pretender will be published is _____N/A_____

ITT 12.1 (j)	The Tenderer shall submit the following additional documents in its Tender: <i>[list any additional document not already listed in ITT 13.1 that must be submitted with the Tender]</i> 1. Copy of Certificate of Incorporation. 2. Dully Filled, Signed and Stamped Form of Tender. 3. Duly filled, signed & stamped confidential business questionnaire. 4. Copy of valid Single Business Permit. 5. Copy of Valid Tax Compliance certificate. 6. Bid security KSH. 5,000,000 (not self-guaranteed). 7. Submitted bids must be sequentially serialized 8. Must be a member of the Association of Kenya Insurance (AKI) 9. Must be a member of the Association of Insurance Brokers of Kenya(AIBK) 10. Registration certificate by IRA 11. Must be registered with the Commissioner of Insurance for the current year and a copy of the current license be submitted. 12. CR12 attached should be certified by commissioner of Oaths and not more than six months
	Other documents required are _____
ITT 14.1	Alternative Tenders <i>["shall not be"]</i> considered. <i>[If alternatives shall be considered, the methodology shall be defined in Section III, Evaluation and Qualification Criteria. See Section III for further details]</i>
ITT 15.5	The prices quoted by the Tenderer <i>shall not</i> be subject to adjustment during the performance of the Contract.
ITT 16.1	The currency of the Tender and the currency of payments shall be in KENYA SHILLINGS.
ITT 18.3	Prequalification <i>"has not"] been</i> undertaken.
ITT 19.1	The Tender validity period shall be 120 DAYS <i>[insert a number of days that is a multiple of seven counting as of the deadline for Tender submission]</i> days.
ITT 20.1	<i>[If a Tender Security shall be required, a Tender-Securing Declaration shall not be required, and vice versa.]</i> A Tender Security <i>shall be</i> required. A Tender-Securing Declaration <i>"shall not be"]</i> required. If a Tender Security shall be required, the amount and currency of the Tender Security shall be KES 5,000,000 in form of a bank guarantee from a reputable bank or an insurance institution approved by PPRA valid for 150 days. <i>[If a Tender Security is required, insert amount and currency of the Tender Security. Otherwise insert "Not Applicable"] [In case of lots, please insert amount and currency of the Tender Security for each lot]</i> <i>Note: Tender Security is required for each lot as per amounts indicated against each lot. Tenderers have the option of submitting one Tender Security for all lots (for the combined total amount of all lots) for which Tenders have been submitted, however if the amount of Tender Security is less than the total required amount, the Procuring Entity will determine for which lot or lots the Tender Security amount shall be applied.]</i>
ITT 21.1	In addition to the original of the Tender, the number of copies is: N/A <i>[insert number of copies]</i>

ITT Reference	PARTICULARS OF APPENDIX TO INSTRUCTIONS TO TENDERS
ITT 21.3	The written confirmation of authorization to sign on behalf of the Tenderer shall consist of: _____ <i>[insert the name and description of the documentation required to demonstrate the authority of the signatory to sign the Tender]</i> .
	D. Submission and Opening of Tenders
ITT 23.1	For Tender submission purposes only, the Procuring Entity's address is: COUNTY GOVERNMENT OF BUNGOMA- Department of Public Service Management Administration and ICT Attention: <i>[insert full name of person, if applicable]</i> Postal Address: 437-50200 Physical Address: BUNGOMA COUNTY HEADQUARTERS
ITT 23.1	The deadline for Tender submission is MONDAY, 30TH JUNE 2025 AT 11:00 AM. Tenderers shall their submit their Tenders electronically. The electronic Tender submission procedures shall be: Via IFMIS supplier portal: www.supplier.treasury.go.ke
ITT 26.1	The Tender opening shall take place at: ONLINE IMMEDIATELY AFTER TENDER CLOSING TIME (11:00AM)
ITT 26.1	The electronic Tender opening procedures shall be: ONLINE IMMEDIATELY AFTER TENDER CLOSING TIME(11:00AM)
ITT 26.6	The Form of Tender and priced Schedule of requirements shall be initialed and stamped.
	E. Evaluation and Comparison of Tenders
ITT 33.2	The currency shall be Kenya Shillings (KShs) and the source of exchange rate shall be _____N/A_____ as on_____N/A_____ (<i>usually the Central Bank of Kenya is the source</i>).
ITT 34.2	Margin of preference shall be not allowed .
	F. Award of Contract
ITT 44.1	The negotiations will be held at County Government of Bungoma offices Headquarters
ITT 48.1	Other documents required in addition to the Performance security are 0.03% Capacity Building Levy

ITT 49.1	The procedures for making a Procurement-related Complaint are available from the PPRA Website www.ppra.go.ke or email complaints@ppra.go.ke. If a Tenderer wishes to make a Procurement-related Complaint, the Tenderer should submit its complaint following these procedures, in writing (by the quickest means available, that is either by hand delivery or email to: For the attention: <i>ALEX MUSONYE ODANGA</i> Title/position: <i>DIRECTOR SUPPLY CHAIN MANAGEMENT SERVICES</i> Procuring Entity: <i>COUNTY GOVERNMENT OF BUNGOMA</i> Email address: alex.musonye@gmail.com In summary, a Procurement-related Complaint may challenge any of the following:
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ITT Reference	PARTICULARS OF APPENDIX TO INSTRUCTIONS TO TENDERS
	(i) the terms of the Tender Documents; and (ii) the Procuring Entity's decision to award the contract.

SECTION III - EVALUATION AND QUALIFICATION CRITERIA

1. General Provision

Wherever a Tenderer is required to state a monetary amount, Tenderers should indicate the Kenya Shilling equivalent using the rate of exchange determined as follows:

- a) For business turn over or financial data required for each year - Exchange rate prevailing on the last day of the respective calendar year (in which the amounts for that year is to be converted) was originally established.
- b) Value of single contract-Exchange rate prevailing on the date of the contract signature.
- c) Exchange rates shall be taken from the publicly available source identified in the ITT. Any error in determining the exchange rates in the Tender may be corrected by the Procuring Entity.

This section contains the criteria that the Employer shall use to evaluate tender and qualify tenderers. No other factors, methods or criteria shall be used other than specified in this tender document. The Tenderer shall provide all the information requested in the forms included in Section IV, Tendering Forms. The Procuring Entity should use **the Standard Tender Evaluation Report for Goods and Works** for evaluating Tenders.

Evaluation and contract award Criteria

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

(iii) is determined to have the Lowest Evaluated Tender price shall be selected for award of contract.

2. Preliminary examination for Determination of Responsiveness

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

MANDATORY EVALUATION CRITERIA FOR BROKERS & INSURANCE UNDERWRITERS.

The process of evaluation and comparison of tenders will be merit point system, and shall be as follows:-

- **Eligibility requirements:** Bidders who fail to comply with any of the mandatory requirements shall be treated as non-responsive and rejected at this stage
- **Confirmation of compliance with mandatory requirements:** Bidders who fail to comply with any of the mandatory requirements shall be treated as non-responsive and rejected at this stage.

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TECHNICAL

STAGE ONE: MANDATORY REQUIREMENTS (TO BE EVALUATED ON A 'YES OR NO' BASIS:

The tender shall be evaluated in three stages i.e. mandatory, technical and financial as indicated below:

NO.	REQUIREMENTS TO BE MET BY THE BIDDER	YES/NO
MR 1	The tenderer to provide a certified copy of incorporation/registration certificate.	
MR 2	The tenderer to provide a certified and valid copies of CR12 and IDs/ passport for all listed directors (not more than 3 months).	
MR 3	The broker must have been registered as medical insurance provider. (Provide current valid MIP license).	
MR 4	The tenderer to provide certified Copy of Current and Valid Tax Compliance from KRA.	
MR 5	Tender security of Kshs.5,000,000.00 in form of a bank guarantee or Insurance Company approved by PPRA (self-guarantee not allowed) valid for an additional sixty (60) days after the expiry of the tender validity period.	
MR 6	The broker to provide evidence of membership as a Medical Insurance Provider Association of Kenya (MIPAK) certified by the issuing body.	
MR 7	The underwriter to provide certified copy of current certificate of Association of Kenya Insurers current AKI (2025)	
MR 8	The underwriter should provide Medical Re-insurance treaty and a statement from IRA confirming re-insurance arrangements for the year 2025.	
MR 9	Both underwriter and broker Must provide copy of a valid and current NSSF Compliance Certificate.	
MR 10	Both underwriter and broker Must provide copy of a valid and current SHA Compliance Certificate.	
MR 11	Duly filled signed and stamped anti-fraud declaration form as provided	
MR 12	Offer eligibility statement on bidder's letterhead indicating that the bidder is eligible for the assignment and has not been debarred from any matters public procurement.	
MR 13	Submit a draft medical cover policy	
MR 14	Paid Up Capital of at least 600 million (underwriters).	

TECHNICAL

MR 15	The Underwriter must have done Gross medical premium for (2024, 2023, 2022) of Ksh 1 billion each year with paid net claim of 1 billion (proof IRA extract)	
MR 16	The tenderer MUST have at least Two (2) current medical clients with a Premium of at least Kshs.200 million each attach award letter and certified Contract copies.	
MR 17	The tenderer to Submit certified audited accounts for Three (3) years (2024, 2023, 2022) and MUST Attach a certified copy of auditor practicing license.	
MR 18	The proposed underwriter to provide a list of specialists, hospitals and pharmacies country wide under your cover.	

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MR 19	The underwriter to Submit commitment letter to provide insurance cover for inpatient and outpatient, chronic, HIV/AIDS, congenital, pre-term, pre- existing, dental, optical conditions, psychiatric, Pandemics, treatments, maternity and Caesarean section (CS) covers as per the specific Job groups cover as stipulated by SRC.	
MR 20	The underwriter Submit commitment letter to provide private rooms for category K-Q, and general ward rooms for categories G-J and A-F as per SRC Guidelines.	
MR 21	Tender is clearly indexed, and all pages serialized consistently, stamped and initialed	
MR 22	The tenderer to submit valid single business permit (SBP) from any County Government.	
MR 23	The underwriter to submit Valid signed contract with medical travel agency capable of facilitating Overseas treatment on credit basis for the purpose of advanced treatment or cost-effective treatment including Air Evacuation Services. (Attach certified copy of the contract)	
MR 24	The underwriter to Provide a list of all the exclusions under inpatient and outpatient. If the Scheme does not have any exclusions, please confirm the same in writing. If the list or the confirmation is missing, then the bidder will be considered as having been non-responsive to this requirement and therefore, shall be disqualified.	
MR 25	Tender documents must be submitted in soft (Through IFMIS supplier portal). ALL DOCUMENTS SHOULD BE UPLOADED IN PDF FORMAT. SUBMISSION AS/THROUGH A LINK WILL LEAD TO AUTOMATIC DISQUALIFICATION	
MR 26	The broker Must attach certified document indicating physical address and registered office (for example copy of lease or tenancy agreement)	
MR 27	The tenderer to give a written declaration to Proof of no outstanding claims with Bungoma County Government clients in Comprehensive Medical Insurance.	
MR 28	The broker MUST have an authorization letter from the proposed underwriter and the proposed underwriter must meet the above requirements where applicable.	
MR 29-	The Tenderer Must provide a professional Indemnity Insurance Cover of at least Ksh.300,000,000	
MR 30	The broker must be a member of the Association of Insurance Brokers of Kenya (AIBK). Attach current membership certificate certified by the issuing body	
MR 31	A broker should make one submission from his/her best underwriter. Any submission of more than one underwriter shall render the broker non-responsive.	

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MR 32	The broker's Principal Officer must have: Appointment letter from IRA. Must be a member of IIK/ACIIK/LOMA (Attach membership certificate) Must have degree in Insurance or related studies with 5 years and above working experience in the insurance industry.	3
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TECHNICAL

MR 33	Both underwriter and Broker must provide Certified copy of certificate of data controller and data processor from the office of the data protection commissioner.	
MR 34	You must be a registered insurance broker with IRA for not less than 10 years (Attach Certified IRA licence for each year)	

N/B:

- All the above must be met to qualify for the 2nd stage.

The County shall evaluate both the proposed underwriter and brokerage companies.

- The above documents must be certified by a commissioner of oaths.

S/NO	DESCRIPTION		MAX SCORE	BIDDERS SCORE
T 1	Experience	The underwriter to Provide a List of five (5) Public principal medical clients with a premium of Kshs.250 million currently running. Three (3) of the clients must be County Government. (Attach certified copies of award letters and executed contracts). (4 Marks)	20	
		The Broker Must have at least five (5) medical clients with a premium of at least Kshs.200 million currently running. Attach award letter and Contract copies. Two (2) must be County Government (5 mark each for both award and contract attached 0 mark for partial evidence)	25	
T 2	Gross annual premiums	The underwriter to provide gross written Medical Premiums for the previous three years 2022, 2023 & 2024 supported by IRA extracts) Over KES. 3 billion - 15marks Between KES. 2.999 billion –1 billion 10 marks Between KES 0 – 999m - 5 marks	15	
T 3	Paid-up Capital	The underwriter to provide paid- up capital as per The IRA Act (attach IRA evidence. Provide evidence. Paid up capital in KES. 2.B - above = 15 marks 1.999- 1.0 B =7 marks Between 0 – 999M - 3 marks	15	
T 4	Total premiums	The underwriter to provide evidence of net paid medical claims for the last three years 2022, 2023 & 2024 Provide evidence of IRA extracts) Above KES. 3 B - 15marks Between KES. 2.9B – 1B - 7 marks Less than 999M - 3 marks	15	

TECHNICAL

At the technical evaluation stage, the bids shall be subjected to the technical evaluation criteria as stipulated in the table below. The maximum score shall be 100%. Pass mark to proceed to financial evaluation is 80% and above out of 100%.

T 5	Professional Qualifications	The underwriter to provide a list of at least three (3) professional staff attach CVs, academic certificates, IIK/ACII certificates) (1 mark for each)	3	
T 6	Claims procedure	i. Provide claims procedure and turnaround period / provide methodology/work plan (1marks) ii. Ability to roll out cover upon signing contract when successful (state the period to roll from the time of contract signing. Submit commitment letter to roll out cover 1 marks	2	
T 7	Hospital coverage	The underwriter must provide a certified list of Medical Specialists and Hospitals in their panel country wide (NHIF/SHIF accredited). Provide valid telephone/mobile contacts and contact persons to the above medical service providers.	2	
T 8	Audited accounts	The underwriter must submit certified audited accounts for Three (3) years and attach a certified copy of auditor practicing license. The volume of MEDICAL business handled in the last three audited years, 2022, 2023 and 2024 MUST Attain an average of: Over KES. 1 Billion - 3marks Between KES. 600M - 1Billion - 2marks Between KES 599M -1marks (Attach extract to show volume as evidence	3	
	MAXIMUM		100	

Classified as Confidential Recipient Only

The Pass mark for Technical Evaluation shall be 85%. Candidates that will have attained those points will have their financial proposals evaluated.

A. STAGE THREE: FINANCIAL EVALUATION

- a) The bidder with the lowest evaluated financial quote shall be recommended for the award of the contract.
- b) Post qualification may be conducted for the bidder recommended for contract award.
- c) If there is a tie on the lowest quoted price between two firms, the firm with the highest technical points shall be recommended for award.

IMPORTANT NOTES TO THE BIDDER

- No changes on sub-limits that are to the disadvantage of the procuring entity can be introduced after the award
- The sub-limit on outpatient dental and optical to be combined.
- For any bidder who have provided this service to the County Government of Bungoma before, should they be successful in this tender they will enter into a new contract with the County government and the cover benefits should not be limited in any way by tying them to the benefits that are currently existing to staff e.g limitation on spectacles to two years that take into account periods in the past covers, number of dependents etc
- County government of Bungoma will make payments for the premium directly to the successful **Bidder**.
- Negotiations **may be** held with the tenderer with the lowest evaluated bidder, and upon successful negotiations will be awarded the contract. If negotiations fail with the tenderer with the lowest evaluated bidder, the bidder with the second lowest evaluated bidder will be invited by the county government of Bungoma for negotiations, and upon successful negotiations, be awarded the tender.

Eligibility to financial evaluation stage; To be eligible for the Financial Evaluation, a tenderer must score Eighty percent (80%) at the Technical Evaluation Stage

1. FORM OF TENDER

Date.....

Tender No.....

To: ACCOUNTING OFFICER,
PUBLIC SERVICE MANAGEMENT AND ADMINISTRATION.

County Government of Bungoma

P. O. Box 437-50200

BUNGOMA

Sir/Madam:

1. Having examined the Tender documents including Addenda Nos. [insert addenda numbers], the receipt of which is hereby duly acknowledged, we, the undersigned, offer to Provide Medical Insurance Cover in conformity with the said Tender documents for the sum of [total Tender amount in words and figures] or such other sums as may be ascertained in accordance with the Schedule of Prices attached herewith and made part of this Tender.
2. We undertake, if our Tender is accepted, to deliver the Services in accordance with the delivery schedule specified in the Schedule of Requirements.
3. We agree to abide by this Tender for the Tender validity period specified in Clause 2.13 of the Appendix to Instructions to Tenderers, and it shall remain binding upon us and may be accepted at any time before the expiration of that period.
4. We are not participating, as Tenderers, in more than one Tender in this Tendering process.
5. Our firm, its affiliates or subsidiaries – including any subcontractors or suppliers for any part of the contract – has not been declared ineligible by the Government of Kenya under Kenyan laws.
6. Until a formal Contract is prepared and executed, this Tender, together with your written acceptance thereof and your notification of award, shall constitute a binding Contract between us.
7. We understand that you are not bound to accept the lowest or any tender you may receive.
8. We certify/confirm that we comply with the eligibility requirements as per ITT Clause 3 of the Tender documents

Dated this day of 20... ..

(Name).....

[Signature]..... [in the capacity of].....

A. TENDERER'S ELIGIBILITY-CONFIDENTIAL BUSINESS QUESTIONNAIRE

Instruction to Tenderer

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

a) **Tenderer's details**

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

General and Specific Details

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

Name in full _____ Age _____

Nationality _____ Country of Origin _____

Citizenship _____

c) **Partnership**, provide the following details.

	Names of Partners	Nationality	Citizenship	% Shares owned
1				
2				
3				

d) **Registered Company**, provide the following details.

i) Private or
public Company.....

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

Nominal Kenya Shillings (Equivalent).....

Issued Kenya Shillings (Equivalent).....

iii) Give details of Directors as follows.

	Names of Director	Nationality	Citizenship	% Shares owned
1				
2				
3				

e) **DISCLOSURE OF INTEREST-Interest of the Firm in the Procuring Entity.**

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

If yes, provide details as follows.

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

ii) Conflict of interest disclosure

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

f) Certification

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

Full Name _____

Title or Designation _____

(Signature)

(Date)

B. CERTIFICATE OF INDEPENDENT TENDER DETERMINATION

I, the undersigned, in submitting the accompanying Letter of Tender to the _____

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

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

1. I have read and I understand the contents of this Certificate;
2. I understand that the Tender will be disqualified if this Certificate is found not to be true and complete in every respect;
3. I am the authorized representative of the Tenderer with authority to sign this Certificate, and to submit the Tender on behalf of the Tenderer;
4. For the purposes of this Certificate and the Tender, I understand that the word "competitor" shall include any individual or organization, other than the Tenderer, whether or not affiliated with the Tenderer, who:
 - a) Has been requested to submit a Tender in response to this request for tenders;
 - b) could potentially submit a tender in response to this request for tenders, based on their qualifications, abilities or experience;
5. The Tenderer discloses that [check one of the following, as applicable]:
 - a) The Tenderer has arrived at the Tender independently from, and without consultation, communication, agreement or arrangement with, any competitor;
 - b) The Tenderer has entered into consultations, communications, agreements or arrangements with one or more competitors regarding this request for tenders, and the Tenderer discloses, in the attached document (s), complete details thereof, including the names of the competitors and the nature of, and reasons for, such consultations, communications, agreements or arrangements;
6. In particular, without limiting the generality of paragraphs (5)(a) or (5)(b) above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
 - a) prices;
 - b) methods, factors or formulas used to calculate prices;
 - c) the intention or decision to submit, or not to submit, a tender; or
 - d) the submission of a tender which does not meet the specifications of the request for Tenders; except as specifically disclosed pursuant to paragraph (5)(b) above;

7. In addition, there has been no consultation, communication, agreement or arrangement with any competitor regarding the quality, quantity, specifications or delivery particulars of the works or services to which this request for tenders relates, except as specifically authorized by the procuring authority or as specifically disclosed pursuant to paragraph (5)(b) above;
8. The terms of the Tender have not been, and will not be, knowingly disclosed by the Tenderer, directly or indirectly, to any competitor, prior to the date and time of the official tender opening, or of the awarding of the Contract, whichever comes first, unless otherwise required by law or as specifically disclosed pursuant to paragraph (5)(b) above.

Name _____ Title _____

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

SELF-DECLARATION FORMS

FORM SD1

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

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

1. THAT I am the Company Secretary/ Chief Executive/ Managing Director /Principal Officer/Director of _____ (Insert name of the Company) who is a Bidder in respect of **Tender No.** _____ for _____ (Insert tender title/description) for _____ (Insert name of the Procuring entity) and duly authorized and competent to make this statement.

2. THAT the aforesaid Bidder, its Directors and subcontractors have not been debarred from participating in procurement proceeding under Part IV of the Act.

3. THAT what is deponed to herein above is true to the best of my knowledge, information and belief.

_____ (Signature) _____ (Date) _____ (Title)

Bidder Official Stamp

FORM SD2

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

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

1. THAT I am the Chief Executive/Managing Director/Principal Officer/ Director of.....
..... (*Insert name of the Company*) who is a Bidder in respect of **Tender No.**
..... for (*Insert tender title/description*) for..... (*Insert name of the Procuring entity*) and duly authorized and competent to make this statement.
2. THAT the aforesaid Bidder, its servants and/or agents /subcontractors will not engage in any corrupt or fraudulent practice and has not been requested to pay any inducement to any member of the Board, Management, Staff and /or employees and /or agents of.....
(*Insert name of the Procuring entity*) which is the procuring entity.
3. THAT the aforesaid Bidder, its servants and/or agents /subcontractors have not offered any inducement to any member of the Board, Management, Staff and /or employees and /or agents of..... (*Name of the procuring entity*).
4. THAT the aforesaid Bidder will not engage /has not engaged in any corrosive practice with other bidders participating in the subject tender 5. THAT what is deponed to herein above is true to the best of my knowledge, information and belief.

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

Bidder Official Stamp

DECLARATION AND COMMITMENT TO THE CODE OF ETHICS

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

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

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

Name of Authorized Signatory

Sign.....

Position.....

Office address..... Telephone.....

Email

Name of the Firm/Company.....

Date

(Company Seal/ Rubber Stamp where applicable)

Witness Name Sign

.....

Date

D. APPENDIX 1-FRAUD AND CORRUPTION

(Appendix 1 shall not be modified)

1. Purpose

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

2. Requirements

The Government of Kenya requires that all parties including Procuring Entities, Tenderers, (applicants/proposers), Consultants, Contractors and Suppliers; any Sub-contractors, Sub-consultants, Service providers or Suppliers; any Agents(whether declared or not); and any of their Personnel, involved and engaged in procurement under Kenya's Laws and Regulation, observe the highest standard of ethics during the procurement process, selection and contract execution of all contracts, and refrain from Fraud and Corruption and fully comply with Kenya's laws and Regulations as per paragraphs 1.1 above.

Kenya's public procurement and asset disposal act (*no. 33 of 2015*) under Section 66 describes rules to be followed and actions to be taken in dealing with Corrupt, Coercive, Obstructive, Collusive or Fraudulent practices, and Conflicts of Interest in procurement including consequences for offences committed. A few of the provisions noted below highlight Kenya's policy of no tolerance for such practices and behavior:

- i) A person to whom this Act applies shall not be involved in any corrupt, coercive, obstructive, collusive or fraudulent practice; or conflicts of interest in any procurement or asset disposal proceeding;
- ii) A person referred to under subsection (1) who contravenes the provisions of that sub-section commits an offence;

- 
- iii) Without limiting the generality of the subsection (1) and (2), the person shall be: -
 - a) disqualified from entering into a contract for a procurement or asset disposal proceeding; or
 - b) if a contract has already been entered into with the person, the contract shall be voidable;
 - iv) The voiding of a contract by the procuring entity under subsection (7) does not limit any legal remedy the procuring entity may have;
 - v) An employee or agent of the procuring entity or a member of the Board or committee of the procuring entity who has a conflict of interest with respect to a procurement—
 - a) Shall not take part in the procurement proceedings;
 - b) shall not, after a procurement contract has been entered into, take part in any decision relating to the procurement or contract; and
 - c) shall not be a subcontractor for the tenderer to whom was awarded contract, or a member of the group of tenderers of whom the contract was awarded, but the subcontractor appointed shall meet all the requirements of this Act.
 - vi) An employee, agent or member described in subsection (1) who refrains from doing anything prohibited under that subsection, but for that subsection, would have been within his or her duties shall disclose the conflict of interest to the procuring entity;
 - vii) If a person contravenes subsection (1) with respect to a conflict of interest described in subsection (5)(a) and the contract is awarded to the person or his relative or to another person in whom one

of them had a direct or indirect pecuniary interest, the contract shall be terminated and all costs incurred by the public entity shall be made good by the awarding officer. Etc.

Incompliance with Kenya's laws, regulations and policies mentioned above, the Procuring Entity:

a) Defines broadly, for the purposes of the above provisions, the terms set forth below as follows:

i) "corrupt practice" is the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party;

ii) "fraudulent practice" is any act or omission, including misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain financial or other benefit or to avoid an obligation;

iii) "collusive practice" is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party;

iv) "coercive practice" is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party;

v) "obstructive practice" is:

- Deliberately destroying, falsifying, altering, or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede investigation by Public Procurement Regulatory Authority (PPRA) or any other appropriate authority appointed by Government of Kenya into allegations of a corrupt, fraudulent, coercive, or collusive practice; and/ or threatening, harassing, or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation; or
- acts intended to materially impede the exercise of the PPRA's or the appointed authority's inspection and audit rights provided for under paragraph 2.3e. below.

b) Defines more specifically, in accordance with the above procurement Act provisions set forth for fraudulent and collusive practices as follows:

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

c) Rejects a proposal for award of a contract if PPR A determines that the firm or individual recommended for award, any of its personnel, or its agents, or its sub-consultants, subcontractors, service providers, suppliers and/ or their employees, has, directly or indirectly, engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices in competing for the contract in question;

d) Pursuant to the Kenya's above stated Acts and Regulations, may sanction or debar or recommend to appropriate authority (ies) for sanctioning and debarment of a firm or individual, as applicable under the Acts and Regulations;

- e) Requires that a clause be included in Tender documents and Request for Proposal documents requiring(i) Tenderers (applicants/proposers), Consultants, Contractors, and Suppliers, and their Sub-contractors, Sub- consultants, Service providers, Suppliers,

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Agents personnel, permit the PPRA or any other appropriate authority appointed by Government of Kenya to inspect²all accounts, records and other documents relating to the procurement process, selection and/or contract execution, and to have them audited by auditors appointed by the PPRA or any other appropriate authority appointed by Government of Kenya; and

- f) Pursuant to Section 62 of the above Act, requires Applicants/Tenderers to submit along with their Applications/Tenders/Proposals a “Self-Declaration Form” as included in the procurement document declaring that they and all parties involved in the procurement process and contract execution have not engaged/will not engage in any corrupt or fraudulent practices.

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

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

Name of Tenderer

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

Signature of Tenderer [signature of
person signing the Tender]

Date [insert date]

NOTIFICATION OF INTENTION TO AWARD

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

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

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

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

Address *[insert Authorized Representative's email address]*

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

DATE OF TRANSMISSION: This Notification is sent by: *[email/fax]* on *[date]* (local time)

Procuring Entity *[insert the name of the Procuring Entity]* **Contract title**

..... *[insert the name of the contract]* **ITT No:**

[insert ITT reference number from Procurement Plan]

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

a) Request a debriefing in relation to the evaluation of your Tender, and/or

b) Submit a Procurement-related Complaint in relation to the decision to award the contract. **The successful**

Tenderers are listed below.

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

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

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

3) How to request a debriefing

DEADLINE: The deadline to request a debriefing expires at midnight on *[insert date]* (local time). You may request a debriefing in relation to the results of the evaluation of your Tender. If you decide to request a debriefing your written request must be made within three (3) Business Days of receipt of this Notification of Intention to Award.

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

Attention *[insert full name of person, if applicable]* **Title/position**
..... *[insert title/position]* **Agency**
..... *[insert name of Procuring Entity]* **Email address**
..... *[insert email address]*

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

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

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

4) How to make a complaint

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

Provide the contract name, reference number, name of the Tenderer, contact details; and address the Procurement-related Complaint as follows:

Attention *[insert full name of person, if applicable]* **Title/position**
..... *[insert title/position]* **Agency** *[insert name of Procuring Entity]* **Email address** *[insert email address]*

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

In summary, there are four essential requirements:

1. You must be an 'interested party'. In this case, that means a Tenderer who submitted a Tender in this tendering process, and is the recipient of a Notification of Intention to Award.
2. The complaint can only challenge the decision to award the contract.
3. You must submit the complaint within the period stated above.
4. You must include, in your complaint, all of the information required to support the complaint.

5. The application must be accompanied by the fees set out in the Procurement Regulations, which shall not be refundable (information available from the Public Procurement Authority at complaints@ppra.go.ke or info@ppra.go.ke)

5) Standstill Period

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

The Standstill Period may be extended as stated in Section 4 above.

If you have any questions regarding this Notification please do not hesitate to contact us.

On behalf of the Procuring Entity:

Signature: _____

Name: _____

Title/position: _____

Telephone: _____

Email: _____

2. REQUEST FOR REVIEW

FORM FOR REVIEW(r.203(1))

PUBLIC PROCUREMENT ADMINISTRATIVE REVIEW BOARD

APPLICATION NO.....OF.....20.....

BETWEEN

.....APPLICANT

AND

.....RESPONDENT (Procuring Entity)

Request for review of the decision of the..... (Name of the Procuring Entity of dated the...day of20.....in the matter of Tender No.....of20..... for (Tender description).

REQUEST FOR REVIEW

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

- 1.
- 2.

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

- 1.
- 2.

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

FOR OFFICIAL USE ONLY Lodged with the Secretary Public Procurement Administrative Review Board on day of20 **SIGNED**

Board Secretary

3. LETTER OF AWARD

[Form head paper of the Procuring Entity]

.....[date]

To [name and address of the Insurance Provider]

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

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

Please return the attached Contract dully signed Authorized Signature

Name and Title of Signatory :.....

Name of Agency:

Attachment: Contract

4. FORM OF CONTRACT

[Form head paper of the Procuring Entity]

LUMP-SUM REMUNERATION

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

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

WHEREAS

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

NOW THEREFORE the parties hereto hereby agree as follows:

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

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

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

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

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

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

[name of member] [Authorized Representative]

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

Beneficiary:_____

Request for Tenders No:

Date:_____

TENDER GUARANTEE No.:_____

Guarantor: _____

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

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

b) having been notified of the acceptance of its Tender by the Beneficiary during the Tender Validity Period or any extension thereof provided by the Applicant, (i) has failed to execute the contract agreement, or (ii) has failed to furnish the Performance.
4. This guarantee will expire: (a) if the Applicant is the successful Tenderer, upon our receipt of copies of the contract agreement signed by the Applicant and the Performance Security and, or (b) if the Applicant is not the successful Tenderer, upon the earlier of (i) our receipt of a copy of the Beneficiary's notification to the Applicant of the results of the Tendering process; or (ii) thirty days after the end of the Tender Validity Period.
5. Consequently, any demand for payment under this guarantee must be received by us at the office indicated above on or before that date.

[signature(s)]

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

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

GUARANTEE No.: –

1. Whereas [Name of the tenderer] (hereinafter called “the tenderer”) has submitted its tender dated [Date of submission of tender] for the [Name and/or description of the tender] (hereinafter called “the Tender”) for the execution of under Request for Tenders No. (“the ITT”).

2. KNOW ALL PEOPLE by these presents that WE of [**Name of Insurance Company**] having our registered office at (hereinafter called “the Guarantor”), are bound unto [Name of Procuring Entity] (hereinafter called “the Procuring Entity”) in the sum of (Currency and guarantee amount) for which payment well and truly to be made to the said Procuring Entity, the Guarantor binds itself, its successors and assigns, jointly and severally, firmly by these presents.

Sealed with the Common Seal of the said Guarantor this ____ day of _____ 20 ____.

3. NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that if the Applicant:

- a) has withdrawn its Tender during the period of Tender validity set forth in the Principal's Letter of Tender (“the Tender Validity Period”), or any extension thereto provided by the Principal; or
- b) having been notified of the acceptance of its Tender by the Procuring Entity during the Tender Validity Period or any extension thereto provided by the Principal; (i) failed to execute the Contract agreement; or

(ii) has failed to furnish the Performance Security, in accordance with the Instructions to tenderers ("ITT") of the Procuring Entity's Tendering document.

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

4. This guarantee will expire: (a) if the Applicant is the successful Tenderer, upon our receipt of copies of the contract agreement signed by the Applicant and the Performance Security and, or (b) if the Applicant is not the successful Tenderer, upon the earlier of (i) our receipt of a copy of the Beneficiary's notification to the Applicant of the results of the Tendering process; or (ii) twenty-eight days after the end of the Tender Validity Period.

5. Consequently, any demand for payment under this guarantee must be received by us at the office indicated above on or before that date.

[Date]

[Signature of the Guarantor]

[Witness]

[Seal]

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

FORM OF TENDER-SECURING DECLARATION

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

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

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

To *[insert complete name of Purchaser]*

I/We, the undersigned, declare that:

1. I/We understand that, according to your conditions, bids must be supported by a Tender-Securing Declaration.
2. I/We accept that I/we will automatically be suspended from being eligible for tendering in any contract with the Purchaser for the period of time of [insert number of months or years] starting on [insert date], if we are in breach of our obligation (s) under the bid conditions, because we– (a) have withdrawn our tender during the period of tender validity specified by us in the Tendering Data Sheet; or (b) having been notified of the acceptance of our

Bid by the Purchaser during the period of bid validity, (i) fail or refuse to execute the Contract, if required, or (ii) fail or refuse to furnish the Performance Security, in accordance with the instructions to tenders.

3. I/We understand that this Tender Securing Declaration shall expire if we are not the successful Tenderer (s), upon the earlier of:

- a) Our receipt of a copy of your notification of the name of the successful Tenderer; or
- b) Thirty days after the expiration of our Tender.

4. I/We understand that if I am/we are/ in a Joint Venture, the Tender Securing Declaration must be in the name of the Joint Venture that submits the bid, and the Joint Venture has not been legally constituted at the time of bidding, the Tender Securing Declaration shall be in the names of all future partners as named in the letter of intent.

Signed:.....

Capacity / title (director or partner or sole proprietor, etc.)

Name Duly
authorized to sign the bid for and on behalf of *[insert complete name of Tenderer]*

Dated on.....day of *[Insert date of signing]*

Seal or stamp.

PART II – SCHEDULE OF INSURANCE REQUIREMENTS

Page **63** of **94**

Classified as Confidential Recipient Only

SECTION V – SCHEDULE OF REQUIREMENTS

County Government of Bungoma now seeks to engage an insurance provider to provide an enhanced medical cover for Senior Staff as per the details provided below

Terms of reference

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

SCOPE OF MEDICAL COVER

Objective of the Cover

The objective of the cover is to provide a comprehensive in-patient and out-patient medical cover for the Members of the Board and staff and their immediate dependents.

Duration of Contract

The period of cover is 12 months' renewable, subject to annual satisfactory review and performance.

a) Staff

Indemnity against County Government expenses incurred by members, employees their dependents during the period of the policy.

- Benefits:
- Inpatient
- Out-patient
- Drugs and administration
- Optical, dental.

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- Maternity

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- Last expenses for member's spouse and dependents
- Other benefits:
- Sum Insured: (Schedule provided)

b) Cancellation Notice of 60 days c) Eligibility

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

Scope of Proposed Medical Services

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

The medical services must be easily available and accessible to for the Members of staff and their immediate dependents as and when required. The number of the Members staff and their immediate dependents may change from time to time and County Government of Bungoma will update the service provider appropriately.

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

Inpatient Services:

- Provide quality inpatient medical services. The Inpatient scheme should encompass the following benefits:
- Hospitalization including full diagnosis and treatment, discharge from hospital and the cost of treatment.
- Post Hospitalization benefits
- Accommodation and meals for care taker, parent/guardian accompanying a child below 12 years.
- Dental and optical hospitalization resulting from an accident will each be covered within the limits
- The Inpatient optical and dental treatment for illness necessitating hospitalization will be covered within the limits. • Specialists fee including physician, surgeons, anesthetics etc.

-

Pre-existing and chronic recurrent conditions including hypertension, asthma, diabetes, cancer related illness, arthritis and pre- existing surgical conditions. • Congenital conditions and neonatal expenses

- Inpatient Psychiatric Treatment.
 - Laboratory investigations, X-rays, ultrasound, ECG, MRI Scans
 - Prescribed drugs, dressings surgical appliances and nursing procedures
 - Medical Appliances (Hearing Aids, Glucometer, Insulin delivery devices, Urine Catheters & Accessories etc.).
 - Radiology X-ray, ultrasound, ECG and computerized Tomography, MRI scans.
 - Radiotherapy and chemotherapy.
 - Pathology (laboratory) fees.
 - Post Hospitalization attendant therapy up to three months.
 - Access to medical specialists while admitted.
 - Inpatient physiotherapy.
 - Gynecological treatment.
 - Day surgery admissions including dental, optical, gynecological as well as all other services.
 - Operating theatre charges
 - Intensive care unit (ICU) and High Dependency Unit (HDU) charges
 - Laser Surgery
 - Annual health check
 - Well woman, well man medical services
 - No waiting period
 - Treatment for alcoholism and drug addictions (employee only and acquired during employment term).
 - Palliative or analgesic care.
 - Provision of Maternity benefits including Caesarian section.
 - Cost of medical circumcision.
 - Accident hospitalization
 - Rescue and evacuation in case of emergency
 - Treatment overseas if not locally available where advised by a medical practitioner.
 - Management and treatment of severe respiratory illness including but not limited to COVID-19 where such illness is severe and requires use of a respirator or oxygen concentrator.
 - All Pandemics (including COVID-19) to be covered to within limit
- Worldwide cover

-
- Medical services for HIV/AIDs including counseling, treatment, providing anti-retroviral and other related drugs
- Terrorism Cover to cover medical expenses arising from activities where the insured is a victim.
- Include hospital accommodation charges net of NHIF as follows Category A & B – Private Room with sink & toilet bed not capped

Category C - Standard Private Room with sink

- Any additional benefit(s) should be specified by the bidder
- Any other service not included above but which may be mutually agreed upon from time to time.

Outpatient Cover

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

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

-
- Dental Services-to include extraction, root canal, fillings, scaling necessitated by a medical condition.
- Optical services (Frames, lenses (on ophthalmologist prescription only), contact lenses, biFocal lenses, Visual examination)
- Referrals to Specialists (Pediatricians, Obstetricians, gynecologists, lactation specialists
- Neonatologists, Orthopedic doctors, dermatologists, E.N.T. doctor's etc.).
- Psychiatrist treatment
- Comprehensive Baby vaccinations (No vaccine exclusions)
- Maternity services i.e. Anti and Post Natal.
- HIV/AIDS cover (Voluntary counseling and testing and other related treatments).
- Chiropractor upon referral & approval.
- Pandemic diseases Vaccinations
- PSA test (prostate antigen test) for male employees and spouses and one pap- smear test and a mammogram for female employees and spouses per annum.
- Staff vaccination for diseases such Hepatitis B,

Other details to be contained in the Bidders' proposal:

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

(a) The benefits and associated costs of Inpatient and outpatient.

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

Administration of the Scheme

- The firm shall ensure that services are provided to employees and their beneficiaries with as little paper work and inconvenience as possible.

- The Bidder shall be required to clearly state the procedures (in-patient and out- patient) to be followed by the employee(s) and beneficiary (ies) in the provision of medical services, stating clearly the responsibilities of the parties involved.
- Where applicable, the bidder shall provide the County Government of Bungoma with statements on their medical Accounts.

Member/Employee Identification

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

Employee/Beneficiary Data Management

- The Bidder shall be expected to liaise with County Government of Bungoma on matters regarding Employee Data updates.
- The Bidder shall therefore be required to provide a procedure for the maintenance of Employee/Beneficiary records.
- The bidder should undertake to retain the utmost confidentiality of member details including utilization which can only be shared to the Chief Officer Public Service Management Administration and ICT in person or the dedicated contract manager or upon express authorization of either of them.

List of Service Providers

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

Scheme Reports

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

Quarterly Expenditure Statement Reports in hard copy on each individual Employee

MEMBERSHIP DETAILS

Eligibility

The Medical insurance cover will cater for Principal member/member of staff, Spouse and up to four (4) dependent children (M+4). An eligible beneficiary shall be any person who is:

- i) Principal member (County Public Service Officer/State officers of County Government of Bungoma).
- ii) One (1) spouse declared by the principal member.
- iii) The dependent child, stepchild or legally adopted child of 0 to 21 years of age and/ or up to 26 years if in full time formal education. (Proof of schooling should be provided).
- iv) Dependent Children with disability wholly dependent on the principal member and registered with the National Council for persons with disability will have no age limit.

CONTINUANCE OF BENEFITS

Where a principal member exits employment because of death, his/her eligible dependents shall continue to enjoy the medical benefits until the lapse of the contract period. Employees who separate through mandatory retirement when the cover is still operational shall continue benefiting until the lapse of the cover. Any member who exits service due to resignation or dismissal their cover shall be terminated automatically. New members shall be allowed to join the scheme upon notification at any time during the coverage period and shall be charged prorated premiums. Any changes necessitated by internal human resource policies shall not attract additional premiums.

TERMINATION

The Medical insurance cover shall cease in respect of the following circumstances:

- i) Principal Members who exit the employment coincident with the annual renewal date of this contract or otherwise at the next renewal date immediately following the exit shall cease to be beneficiaries.

Members' (children) dependents on the annual renewal date coincident with or immediately following the attainment of age 21 years or 26 years shall continue as a member of the same household as hitherto while attending school on a full-time basis. The proposed scheme shall cover;

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

MEMBERSHIP DETAILS

Eligibility

The proposed scheme shall cover all permanent employees as well as those on contract terms of service. It shall also cover the employee's spouse and four (4) dependent children below the age of 25 years.

- (i) The total number of employees per category of staff is as follows:-

BENEFITS CATEGORIZATION (DETAILS AS PER JOB GROUP)

Job Group	Pax	Inpatient Limit (Kshs)	Out Patient Limit (Kshs)			
			Maternity	Out- Patient	Optical	Dental
5	1	10,000,000	300,000	350,000	75,000	75,000
6	1	5,000,000	300,000	300,000	50,000	75,000
7-8	15	3,000,000	250,000	250,000	40,000	50,000
9	1	2,500,000	250,000	250,000	40000	50000
R-T	45	2,500,000	250,000	250,000	40,000	40,000
K-Q	601	1,500,000	100,000	200,000	30,000	25,000
G-J	3128	1,000,000	75,000	150,000	30,000	15,000
A-F	2237	750,000	50,000	100,000	30,000	15,000
TOTAL	6029					

SCHEDULE OF REQUIREMENTS

N0	J/G/Equiv.Grades	Family Size	QTY	ANNUAL LIMIT								TOTAL
				IN PATIENTS	OUT PATIENTS	MATERNITY	DENTAL	OPTICAL	LAST EXPENSE	UNIT PRICE		
1	Governors (5)	M+S+4										
2	D/Governors (6)	M+S+4										

3	CEC MEMBERS	M+S+4										
4	CPSB MEMBERS	M+S+4										
5	R-T	M+S+4										
6	K-Q	M+S+4										
7	G-J	M+S+4										
8	A-F	M+S+4										
	Total Carried to form of tender											

Name of Tenderer.....
(Insert Complete name of Tenderer)

Signature of tenderer.....
(Signature of person signing the tender)

Date.....

NOTE: These numbers are bound to change due to new recruitment. Promotions over time will also lead to change Job groups. The resultant effect of the changes will be detailed in the contract agreement.

SCHEDULE OF REQUIREMENTS

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

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

	PROVISION OF COMPREHENSIVE MEDICAL INSURANCE COVER FOR THE STAFF OF COUNTY GOVERNMENT OF BUNGOMA - EXECUTIVE	As per the Attached TORs	Medical cover	Per Year			
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N.B Amount quoted should be Inclusive of all taxes and Levy Applicable

Name of Tenderer[insert complete name of Tenderer]

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

Date [insert date]

SCOPE OF COVER

PART I: ELIGIBILITY

i. An employee of County Government of Bungoma. ii. One

(1) spouse declared by the principal member.

- iii. A child or dependant, stepchild, or legally adopted child of 0 to 22 years of age and/ or to 24 years if in full time formal education.
- iv. Dependent Children aged above 24 years with disability wholly dependent on principal member and are registered with the National Council for persons with disability will have no age limit.

PART II: BENEFITS

The cover will include but not limited to;

A. INPATIENT

In-Patient Benefits

- Accommodation for parent/guardian accompanying a child up to 12 years;
- Doctors, surgeons and specialist fees;
- Laboratory investigations including pathology
- Funeral expenses cover (Last expense) including post-mortem where there is medical indication
- Emergency Road & Air evacuation subject to overall cover limit;
- Prescribed medicines, dressings, surgical appliances and nursing procedures;
- Theatre including surgeon's fees and anesthetists' fees;
- Intensive Care Unit (ICU)/High Dependency Unit (HDU);
- Day Care Surgery;



- Post hospitalization visits/follow ups
- Specialized Out-patient Services
- Maternity cover all births including premature delivery and caesarean
- Hospital rehabilitation including Psychiatric cases, mental illnesses, drug and substance abuse disorders
- Specialized Services; Dental, Optical, Pressure Stockings, Orthodontics, Root canal, Dentures, Hearing Aids, Drug and Substance Abuse Rehabilitation Services, Renal, Trauma, Diabetes, Hypertension, X-Rays, Radiology, Imaging, MRI, CT- Scan, and Cancer medical care and treatment services, Chemotherapy and Radiotherapy.
- Treatment costs arising from a condition that warrants treatment overseas because the treatment is not available in Kenya will be covered subject to preauthorization
- Travel, accommodation and cost of overseas treatment within the in-patient entitlement for officers.
- Travel and accommodation costs for One (1) person accompanying a patient for treatment overseas will be covered.

ADDED BENEFITS WITHIN IN-PATIENT;

- Cover for Chronic, Pre-existing, HIV and AIDS & Cancer related conditions
- Dental cover as a result of illness
- Optical cover as a result of illness
- Standard private room for principal members and dependents
- Dental and optical hospitalization resulting from an accident

IN-PATIENT MANAGEMENT

- Each employee and their dependents will be issued with a membership card for identification by the insurance company;
- Services will be offered on presentation of the employee's membership card;



- Contributors of NHIF will be required to produce their NHIF cards prior to discharge for purposes of NHIF rebate computation;
- All in-patient bills will be sent directly to the Service provider for payment;
- Patients will not be required to pay cash for treatment. In case of cash payments to hospitals which are not in the contractor's panel, patients will be reimbursed by the Insurance Company.

B. OUT PATIENT

- Consultation with a Medical Practitioner;
- Consultation with a specialist upon referral by a Medical Practitioner;
- Laboratory investigation, x-rays, radiology and imaging;
- Drugs administration & dispensing;
- Out-Patient procedures e.g. dressing;
- Dental health care services
- Optical care
- Nursing & Midwifery services, Maternal Child Health/ Family planning;
- Minor surgical procedures;
- Prescribed physiotherapy, radiotherapy, chemotherapy and radiological examinations;
- Prenatal/ante-natal – post natal care to six weeks post delivery
- Routine immunization/KEPI (including Baby Friendly Vaccines and COVID-19)
- Counselling services/Rehabilitation
- HIV/AIDS related conditions and prescribed ARVs;
- Congenital and pre-existing conditions;

- 
- Annual Medical check-up;
 - Referral for specialized services
 - Ambulance services for transportation and transfer of a sick member or dependant for treatment from a place of incident or facilities where adequate care is not available to the next available accredited hospital or medical facility.

C. OUT PATIENT MANAGEMENT

- Each employee and their dependents will be issued with a membership card for identification by the insurance company;
- Bungoma county and the Service Provider will agree on a list of out-patient provider outlets/NHIF accredited hospitals;
- Members will be seen at any of the appointed out-patient provider outlets upon presentation of identification;
- Members will be allowed to access out-patient services from in-patient service Providers i.e. Hospitals;
- All out-patient bills will be sent directly to the Service Provider for payment.
- Claims related to expenses arising whilst the member is temporarily abroad and requiring emergency treatment for an illness or injury that occurs during the period of travel provided that such period does not exceed six weeks in any one visit will be covered or reimbursed. Travel and accommodation costs are not covered.

Please Note: Patients will not be required to pay cash or co-pay for consultation or treatment. In case of cash payments made to hospitals not in the contractor's panel, patients will be reimbursed by the Service Provider.



D. MATERNITY COVER

- To Cover delivery fees, consultation and treatment for both mother and child during the period of confinement/admission
- Miscarriages and abortion costs incurred to save the mental and/or physical health of the mother if certified by a Gynaecologist and/or a psychiatrist.
- Others include: maternity related complications, pre and post-natal care, first emergency caesarean section, congenital conditions and related complications and prematurity expenses.

E. OPTICAL COVER

- Eye testing
- Eye glasses
- Frame replacement
- Lens replacement
- Ophthalmological services

F. DENTAL COVER

- Dental Consultation
- Extraction
- Tooth replacement
- Root canal
- Dentures
- Fillings

Classified as Confidential

- Dental X-rays
- Dental Prescriptions
- Braces
- Crowning
- Bridging

PART III: COMMENCEMENT, CONTINUANCE AND TERMINATION OF BENEFITS

Commencement: The cover period will commence on a date agreed upon by in the contract between the County Government of Bungoma and the service provider.

Continuance: Where a principal member who exits employment as a result of death, his/her eligible dependants shall continue to enjoy the medical benefits until the lapse of the contract period.

Termination: The insurance cover shall cease in respect of:

- (i) Principal Members who exit the employment coincident with the annual renewal date of this contract or otherwise at the next renewal date immediately following the exit.
- (ii) Members' (children) on the annual renewal date coincident with or immediately following the attainment of age 22 years or 25 years shall continue as a member of the same household as hitherto while attending school.
- (iii) Where a principal member who exits employment as a result of death, his/her eligible dependants shall continue to enjoy the medical benefits until the lapse of the contract period.

PART IV: CASH PAYMENTS AND REIMBURSEMENTS

- (i) Patients will not be required to pay cash for consultation or treatment.

- 
- (ii) In case of cash payments due to failure from the service provider's side, the service provider will make necessary reimbursements within twenty-one (21) days after submission of the relevant claim documents.
 - (iii) Reimbursements MUST be processed through the appointed County Government of Bungoma's contact person(s).

PART V: QUALITY ASSURANCE

The Provider to set aside a budget to be utilized in the effective operationalization/ running of the scheme's activities through Quality Assurance

Committee and shall be tasked with the following deliverables;

- (i) Provision of dedicated membership administrators for the on-boarding of members & management of the Scheme from Bungoma County offices.
- (ii) Provider panel on-boarding, monitoring ,Evaluation & management.
- (iii) Medical camps for Bungoma county staff.
- (iv) Monthly, Quality Assurance Committee review meetings.
- (v) Quarterly Scheme performance reviews & reporting.
- (vi) Member Education and sensitization for the Bungoma county staff.
- (vii) Provision of dedicated Claims Officers & Finance Officers for the processing and payment of claims relating to County Government of Bungoma scheme.
- (viii) Provision of dedicated Care Managers for the management of outpatient & inpatient cases for County Government of Bungoma staff.
- (ix) Oversee the implementation status of the scheme contract for 2025 – 2026.
- (x) Identify challenges & recommend suggestions to improve efficiency & Effectiveness of the scheme.
- (xi) Review the list of Health Care Providers (HCPs) to be accessed by the Scheme members.

- 
- (xii) Carry out routine clinical visitations to access the level of health care.
 - (xiii) Reviewing of emerging complaints and providing workable solutions.
 - (xiv) Conduct quarterly baseline surveys on the medical service provisions by contracted providers.

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

	Location in Kenya (47 –County	No. of Hospitals	No. of Chemists	No. of General	No. of Specialist Practitioners	No of Labs and X- Ray
1	<i>Baringo County</i>					
2	<i>Bomet County</i>					
3	<i>Bungoma County</i>					
4	<i>Busia County</i>					
5	<i>Elgeyo/Marakwet County</i>					
6	<i>Embu County</i>					
7	<i>Garissa County</i>					
8	<i>Homa Bay County</i>					
9	<i>Isiolo County</i>					
10	<i>Kajiado County</i>					
11	<i>Kakamega County</i>					
12	<i>Kericho County</i>					

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13	<i>Kiambu County</i>					
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14	<i>Kilifi County</i>					
15	<i>Kirinyaga County</i>					
16	<i>Kisii County</i>					
17	<i>Kisumu County</i>					
18	<i>Kitui County</i>					
19	<i>Kwale County</i>					
20	<i>Laikipia County</i>					
21	<i>Lamu County</i>					
22	<i>Machakos County</i>					
23	<i>Makueni County</i>					
24	<i>Mandera County</i>					
25	<i>Marsabit County</i>					
26	<i>Meru County</i>					
27	<i>Migori County</i>					
28	<i>Mombasa County</i>					
29	<i>Murang'a County</i>					
30	<i>Nairobi County</i>					
31	<i>Nakuru County</i>					
32	<i>Nandi County</i>					

33	<i>Narok County</i>					
34	<i>Nyamira County</i>					

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

PART III – CONDITIONS OF CONTRACT AND CONTRACT FORMS

SECTION VI - GENERAL CONDITIONS OF CONTRACT

A. General Provisions

1.1 Definitions

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

- a) “Schedule of Requirements” is the priced and completed list of items of Services to be performed by the Insurance Provider forming part of his Tender;
- b) “Completion Date” means the date of completion of the Services by the Insurance Provider as certified by the Procuring Entity
- c) “Contract” means the Contract signed by the Parties, to which these General Conditions of Contract (GCC) are attached, together with all the documents listed in Clause 1 of such signed Contract;
- d) “Contract Price” means the price to be paid for the performance of the Services, in accordance with Clause 6;
- e) “Procuring Entity” means the Procuring Entity or party who employs the Insurance Provider
- f) “Foreign Currency” means any currency other than the currency of Kenya;
- g) “GCC” means these General Conditions of Contract;
- h) “Government” means the Government of Kenya;
- i) “Local Currency” means Kenya shilling;
- j) “Party” means the Procuring Entity or the Insurance Provider, as the case may be, and “Parties” means both of them;
- k) “Personnel” means persons hired by the Insurance Provider;
- l) “Insurance Provider” is a person or corporate body whose Tender to provide the Services has been accepted by the Procuring Entity;
- m) “Insurance Provider's Tender” means the completed Tendering Document submitted by the Insurance Provider to the Procuring Entity
- n) “SCC” means the Special Conditions of Contract by which the GCC may be amended or supplemented;
- o) “Services” means the work to be performed by the Insurance Provider pursuant to this Contract, as described in Schedule of Requirements included in the Insurance Provider's Tender.
- p) “Public Procurement Regulatory Authority (PPRA)” shall mean the Government Agency responsible for oversight of public procurement.

1.2 Applicable Law

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

1.3 Language

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

1.4 Notices

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

1.5 Location

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

1.6 Authorized Representatives

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

1.7 Inspection and Audit by the PPRA

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

1.8 Taxes and Duties, e t c

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

2. Commencement, Completion, Modification, and Termination of Contract

2.1 Effectiveness of Contract

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

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

2.3. Modification Modification of the terms and conditions of this Contract, including any modification of the scope of the Services or of the Contract Price, may only be made by written agreement between the Parties. **2.4 Force Majeure**

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

2.4.2 No Breach of Contract

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

2.4.3 Extension of Time

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

2.4.4 Payments

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

2.5. Termination

2.5.1 By the Procuring Entity

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

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

2.5.2 By the Insurance Provider

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

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

2.5.3 Payment upon Termination

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

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

3. Obligations of the Insurance Provider

3.1 General

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

3.2 Conflict of Interests

3.2.1 Insurance Provider Not to Benefit from Commissions and Discounts.

The remuneration of the Insurance Provider pursuant to Clause 6 shall constitute the Insurance Provider's sole remuneration in connection with this Contract or the Services, and the Insurance Provider shall not accept for their own benefit any trade commission, discount, or similar payment in connection with activities pursuant to this Contract or to the Services or in the discharge of their obligations under the Contract, and the Insurance Provider shall use their best efforts to ensure that the Personnel, any Subcontractors, and agents of either of them similarly shall not receive any such additional remuneration.

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

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

3.2.3 Prohibition of Conflicting Activities

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

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

3.3 Confidentiality

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

3.4 Reporting Obligations

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

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

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

3.6 Liquidated Damages

3.6.1 Payments of Liquidated Damages

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

3.6.2 Correction for Over-payment

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

3.7 Performance Security

The Insurance shall provide performance security of **5% of Contract** to the Procuring Entity.

3.8 Fraud and Corruption

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

4. Insurance Provider's Personnel

The Contract shall not obligate the Insurance Provider to provide any specific personnel for carrying out of the Services.

5. Obligations of the Procuring Entity

5.1 Change in the Applicable Law

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

6. Payments to the Insurance Provider

6.1 Lump-Sum Remuneration

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

6.2 Contract Price

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

6.3 Terms and Conditions of Payment

Payments will be made to the Insurance Provider according to the payment schedule **stated in the SCC and will be loaded upfront annually before commencement of the cover**

6.4 Interest on Delayed Payments

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

7. Quality Control

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

8. Settlement of Disputes

8.1 Amicable Settlement

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

8.2 Arbitration if the Insurance Provider is a Kenyan firm

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

8.3 Failure to Comply with Arbitrator's Decision

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

8.4 Arbitration if the Insurance Provider is a foreign firm

- 8.4.1 Arbitration proceedings shall be conducted in accordance with the rules of procedure specified in the SCC.

SECTION VII - SPECIAL CONDITIONS OF CONTRACT

Number of GC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
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1.1	The Parties to the Contract are: The Procuring Entity is _____ The Insurance Provider is _____ The contract name is _____
1.4	For notices, the Procuring Entity's address shall be: Attention: <i>[insert full name of person, if applicable]</i> Postal address (full postal address) Physical Address (full Location Address- <i>insert city, street name, Building named floor number, room number</i>) Telephone: <i>[include telephone number, including country and city codes]</i> Electronic mail address: <i>[insert e-mail address, if applicable]</i>
1.6	The Authorized Representatives are: For the Procuring Entity: _____ <i>[Name, Postal Address, Email, Telephone Number]</i> For the Insurance Provider: _____ <i>[Name, Postal Address, Email, Telephone Number]</i>
2.1	The date on which this Contract shall come into effect is _____ .
2.2	The Commencement date and duration of the insurance cover shall be: Commencement date _____ Completion or Expiry Date _____ Duration of the coverage _____
3.2.3 (c)	After the termination of this Contract, the activities are: _____
3.6.1	The liquidated damages per day is _____ days. The date by when the compensation costs should be made is _____ The total amount of liquidated damages shall not exceed _____
6.2 – 6.3	Contract Price is _____ The price shall be made in one lump sum on contract signature or the price shall be made on monthly installments of _____
6.4	Interest shall be paid to the Insurance Provider for each day of delayed payment at the rate of _____% per month.

8.4.1	The rules of procedure for arbitration proceedings <i>with a foreign Insurance Provider</i> shall be as follows: <i>[For contracts entered into with foreign sellers, International commercial arbitration</i>
Number of GC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract

	<i>may have practical advantages over other dispute settlement methods].</i> <i>(i) If the Procuring Entity chooses the UNCITRAL Arbitration Rules, the following sample clause should be inserted:</i> Any dispute, controversy or claim arising out of or relating to this Contract, or breach, termination or invalidity thereof, shall be settled by arbitration in accordance with the UNCITRAL Arbitration Rules as at present in force. <i>(ii) If the Procuring Entity chooses the Rules of ICC, the following sample clause should be inserted:</i> All disputes arising in connection with the present Contract shall be finally settled under the Rules of Conciliation and Arbitration of <i>the International Chamber of Commerce</i> by one or more arbitrators appointed in accordance with said Rules. <i>(iii) If the Procuring Entity chooses the Rules of Arbitration Institute of Stockholm Chamber of Commerce, the following sample clause should be inserted:</i> Any dispute, controversy or claim arising out of or in connection with this Contract, or the breach termination or invalidity thereof, shall be settled by arbitration in accordance with the Rules of the Arbitration Institute of the Stockholm Chamber of Commerce. <i>(iv) If the Procuring Entity chooses the Rules of the London Court of International Arbitration, the following clause should be inserted:</i> Any dispute arising out of or in connection with this Contract, including any question regarding its existence, validity or termination shall be referred to and finally resolved by arbitration under the Rules of the London Court of International Arbitration, which rules are deemed to be incorporated by reference to this clause.
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APPENDIX TO THE CONTRACT

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

BENEFICIAL OWNERSHIP DISCLOSURE FORM

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

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

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

Tender Reference No.: _____ [insert identification

no] Name of the Tender Title/Description: _____ [insert name of the assignment] to:
_____ [insert complete name of Procuring Entity]

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

I) We here by provide the following beneficial ownership information.

Details of beneficial ownership

	Details of all Beneficial Owners		% of shares a person holds in the company Directly or indirectly	% of voting rights a person holds in the company	Whether a person directly or indirectly holds a right to appoint or remove a member of the board of directors of the company or an equivalent governing body of the Tenderer (Yes / No)	Whether a person directly or indirectly exercises significant influence or control over the Company (tenderer) (Yes / No)
	Full Name		Directly-----		1. Having the	1. Exercises

1.	National identity card number or Passport number		----- % of shares	Directly.....% of voting rights	right to appoint a majority of the board of the directors or an equivalent governing body of the Tenderer: Yes - ----No----	significant influence or control over the Company body of the Company (tenderer)
	Personal Identification Number (where applicable)		Indirectly----- ----- % of shares	Indirectly----- % of voting rights	2. Is this right held directly or indirectly?:	Yes ----- No-- -
	Nationality					-
	Date of birth [dd/mm/yyyy]					2. Is thi
	Postal address				Direct.....	s influence or control exercised directly or indirectly?
	Residential Address					
	Telephone number				Indirect.....	
	Email address					
Occupation or Profession					Direct.....	

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

	Details of all Beneficial Owners	% of shares a person holds in the company Directly or indirectly	% of voting rights a person holds in the company	Whether a person directly or indirectly holds a right to appoint or remove a member of the board of directors of the company or an equivalent governing body of the Tenderer (Yes / No)	Whether a person directly or indirectly exercises significant influence or control over the Company (tenderer) (Yes / No)
					Indirect..... ...

2.	Full Name		Directly----- ----- % of shares	Directly.....% of voting rights	1. Having the right to appoint a majority of the board of the directors or an equivalent governing body of the Tenderer: Yes - ----No----	1. Exercises significant influence or control over the Company body of the
	National identity card number or Passport number		Indirectly----- ----- % of shares	Indirectly----- % of voting rights	2. Is this right held directly or indirectly?:	Company (tenderer) Yes ---- No--
	Personal Identification Number (where applicable)					--
	Nationality(ies)					

	Date of birth [dd/mm/yyyy]					2. Is this person's influence or control exercised directly or indirectly?
	Postal address				Direct.....	
	Residential Address					
	Telephone number				Indirect.....	
	Email address					
	Occupation or profession					Direct..... Indirect..... ...
3. e.t .c						

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

*Name of the Tenderer *[insert complete name of the Tenderer] _____*

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

Designation of the person signing the Tender [insert complete title of the person signing the Tender]

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

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

Bidder Official Stamp