



**REPUBLIC OF KENYA  
COUNTY ASSEMBLY OF TURKANA**

TENDER DOCUMENT FOR

PROVISION OF MEDICAL INSURANCE COVER, GROUP LIFE COVER, GROUP PERSONAL ACCIDENT &  
WIBA- COUNTY ASSEMBLY OF TURKANA  
TENDER NO. CAT/03/2020-2021

COUNTY ASSEMBLY OF TURKANA  
P.O BOX 25-30500  
LODWAR.

[www.turkanaassembly.go.ke](http://www.turkanaassembly.go.ke)

ADEVRTISEMENT DATE 03/12/2020

CLOSE DATE 16/12/2020

NEGOTIATION NO. 831732-1

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Section I. INVITATION TO TENDER

INVITATION TO TENDER FOR  
PROVISION OF MEDICAL INSURANCE COVER, GROUP LIFE COVER & GROUP PERSONAL ACCIDENT-  
WIBA COMPLIANT COVER & ALL RISK ASSET COVER  
TENDER NO. CAT/T/03/2020-2021

**OPEN TENDER NOTICE**

County Assembly of Turkana invites tenders from reputable, competent and interested companies for the Provision of PROVISION OF MEDICAL INSURANCE COVER, GROUP LIFE COVER & GROUP PERSONAL ACCIDENT, WIBA for 2020/2021 Financial Year. The tender documents are available at county assembly website.

27<sup>th</sup> Nov. 2020

NO	TEDER NO.	Negotiation No(IFMIS)	ITEM DESCRIPTION	ELIGIBILITY
1.	CAT/3/2020/2021	831732-1	PROVISION OF MEDICAL INSURANCE COVER, GROUP LIFE COVER, GROUP PERSONAL ACCIDENT & WIBA	Underwriters only

Interested eligible candidates may obtain further information from procurement department County assembly of Turkana. The tender document containing detailed information on the tenders can be downloaded from County Assembly website; [turkanaassembly.go.ke](http://turkanaassembly.go.ke), or IFMIS Portal: [www.supplier.treasury.go.ke](http://www.supplier.treasury.go.ke) or PPIP Portal: [www.tenders.go.ke](http://www.tenders.go.ke)

Complete tender documents must be submitted through the IFMIS supplier portal [supplier.treasury.go.ke](http://supplier.treasury.go.ke) as per the requirements contained in the document so as to be received on or before **16/12/2020 at 12:00 noon**. The system will automatically **LOCK OUT AT THE TIME** indicated in the IFMIS Portal E-Procurement services.

**NOTE : Manual submission will NOT** be accepted, all tenders must be submitted through IFMIS Supplier Portal. Bidders who may experience challenges in accessing or uploading tender documents in the IFMIS tender portal may contact the IFMIS helpdesk telephone 0800721477 at the National Treasury.

**Clerk to County Assembly of Turkana  
P.O. Box 25-30500,  
Lodwar.**

## Section II. INSTRUCTIONS TO TENDERERS

### 2.1. Eligible Tenderers

- i. This Invitation for Tenders is open to all tenderers eligible as described in the Appendix to Instructions to Tenderers. Successful tenderers shall provide the services for the stipulated duration from the date of commencement (hereinafter referred to as the term) specified in the tender documents.
- ii. The procuring entity's employees, committee members, board members and their relatives (spouse and children) are not eligible to participate in the tender unless where specially allowed under section 59 of the Public Procurement and Asset Disposal Act (PPADA) 2015.
- iii. Tenderers shall provide the qualification information statement that the tenderer (including all members of a joint venture and subcontractors) is not associated, or have been associated in the past, directly or indirectly, with a firm or any of its affiliates which have been engaged by the Procuring entity to provide consulting services for the preparation of the design, specifications, and other documents to be used for the procurement of the services under this Invitation for tenders.
- iv. Tenderers involved in corrupt or fraudulent practices or debarred from participating in public procurement shall not be eligible.

### 2.2 Cost of Tendering

- 2.2.1 The Tenderer shall bear all costs associated with the preparation and submission of its tender, and the procuring entity, will in no case be responsible or liable for those costs. Regardless of the conduct or outcome of the tendering process.
- 2.2.2 The price to be charged for the tender document shall be free and can be accessed from the government official suppliers portal under the negotiation no. provided in the tender document.

### 2.3 Contents of Tender Document

- 2.3.1 The tender documents comprise the documents listed below and addenda issued in accordance with clause 5 of this instruction to tenderers.
  - (i) Instructions to Tenderers
  - (ii) General Conditions of Contract
  - (iii) Special Conditions of Contract
  - (iv) Schedule of Requirements
  - (v) Details of Insurance Cover
  - (vi) Form of Tender
  - (vii) Price Schedules
  - (viii) Contract Form
  - (ix) Confidential Business Questionnaire Form
  - (x) Tender security Form
  - (xi) Performance security Form

- 2.3.2 The Tenderer is expected to examine all instructions, forms, terms and specification in the tender documents. Failure to furnish all information required by the tender documents or to submit a tender

not substantially responsive to the tender documents in every respect will be at the tenderers risk and may result in the rejection of its tender.

## 2.4 Clarification of Tender Documents

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

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

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

## 2.5 Amendment of Tender Documents

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

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

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

## 2.6 Language of Tenders

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

## 2.7. Documents Comprising the Tender

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

- (a) A Tender Form and a Price Schedule completed in accordance with paragraph 2.8, 2.9 and 2.10 below
- (b) Documentary evidence established in accordance with paragraph 2.11 that the tenderer is eligible to tender and is qualified to perform the contract if its tender is accepted;
- (c) Tender security furnished in accordance with paragraph 2.12
- (d) Confidential Business Questionnaire

## 2.8. Form of Tender

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

## 2.9. Tender Prices

- 2.9.1 The tenderer shall indicate on the form of tender and the appropriate Price Schedule the unit prices and total tender price of the services it proposes to provide under the contract.
- 2.9.2 Prices indicated on the Price Schedule shall be the cost of the services quoted including all customs duties and VAT and other taxes payable.
- 2.9.3 Prices quoted by the tenderer shall remain fixed during the Term of the contract unless otherwise agreed by the parties. A tender submitted with an adjustable price quotation will be treated as non-responsive and will be rejected, pursuant to paragraph 2.22
- 2.9.4 Contract price variations shall not be allowed for contracts not exceeding one year (12 months)
- 2.9.5 Where contract price variation is allowed, the variation shall not exceed 10% of the original contract price.
- 2.9.6 Price variation requests shall be processed by the procuring entity within 30 days of receiving the request.
- 2.10 Tender Currencies
- 2.10.1 Prices shall be quoted in Kenya Shillings unless otherwise specified in the appendix to Instructions to Tenderers
- 2.11 Tenderers Eligibility and Qualifications
- 2.11.1 Pursuant to Clause 2.1 the tenderer shall furnish, as part of its tender, documents establishing the tenderers eligibility to tender and its qualifications to perform the contract if its tender is accepted.
- 2.11.2 The documentary evidence of the tenderers qualifications to perform the contract if its tender is accepted shall establish to the Procuring entity's satisfaction that the tenderer has the financial and technical capability necessary to perform the contract
- 2.12 Tender Security
- 2.12.1 The tenderer shall furnish, as part of its tender, a tender security for the amount and form specified in the Appendix to Instructions to Tenderers.
- 2.12.2 The tender security shall be in Kenya Shillings Five Hundred Thousand (500,000) in a form of guarantee from a reputable bank payable to Turkana County Assembly.
- 2.12.3 The tender security is required to protect the Procuring entity against the risk of Tenderer's conduct which would warrant the security's forfeiture, pursuant to paragraph 2.12.8
- 2.12.4 The tender security shall be denominated in Kenya Shillings or in another freely convertible currency and shall be in the form of:
- a) A bank guarantees.
  - b) Cash.

c) Such insurance guarantee approved by the Turkana County Assembly.

d) Letter of credit

2.12.5 Any tender not secured in accordance with paragraph 2.12.1 and 2.12.4 will be rejected by the Procuring entity as non-responsive, pursuant to paragraph 2.20

2.12.6 Unsuccessful tenderer's security will be discharged or returned as promptly as possible as but not later than thirty (30) days after the expiration of the period of tender validity prescribed by the procuring entity.

2.12.7 The successful tenderer's tender security will be discharged upon the tenderer signing the contract, pursuant to paragraph 2.26, and furnishing the performance security, pursuant to paragraph 2.27.

2.12.8 The tender security may be forfeited:

(a) If a tenderer withdraws its tender during the period of tender validity specified by the procuring entity on the Tender Form;

or

(b) In the case of a successful tenderer, *if* the tenderer fails:

(i) to sign the contract in accordance with paragraph 30

or

(ii) to furnish performance security in accordance with paragraph 31.

(c) If the tenderer rejects, correction of an error in the tender.

## 2.13 Validity of Tenders

2.13.1 Tenders shall remain valid for 120 days or as specified in the invitation to tender after date of tender opening prescribed by the Procuring entity, pursuant to paragraph 2.18. A tender valid for a shorter period shall be rejected by the Procuring entity as non-responsive.

2.13.2 In exceptional circumstances, the Procuring entity may solicit the Tenderer's consent to an extension of the period of validity. The request and the responses thereto shall be made in writing. The tender security provided under paragraph 2.12 shall also be suitably extended. A tenderer may refuse the request without forfeiting its tender security. A tenderer granting the request will not be required nor permitted to modify its tender.

## 2.14 Format and Signing of Tender

2.14.2 The original and all copies of the tender shall be typed or written in indelible ink and shall be signed by the tenderer or a person or persons duly authorized to bind the tenderer to the contract. All pages

of the tender, except for un amended printed literature, shall be initialed by the person or persons signing the tender.

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

#### 2.15 Sealing and Marking of Tenders

2.15.1 The tenderer shall be down loaded in the IFMIS PORTAL NEGOTIATION NO 831732

(a) be addressed to the Procuring entity at the address given in the invitation to tender

(b) The tenderer MUST comply with all the conditions of the tender document

#### 2.16 Deadline for Submission of Tenders

2.16.1 Tenders must be received in the system by the Procuring entity at specified time

2.16.2 The procuring entity may, at its discretion, extend this deadline for the submission of tenders by amending the tender documents in accordance with paragraph 2.5, in which case all rights and obligations of the procuring entity and candidates previously subject to the deadline will thereafter be subject to the deadline as extended.

#### 2.17 Modification and Withdrawal of Tenders

2.17.1 The tenderer will not modify or withdraw its tender after the tender's submission because it is system based

2.17.2 No tender may be withdrawn 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 Tender Form.



Withdrawal of a tender during this interval may result in the Tenderer's forfeiture of its tender security, pursuant to paragraph 2.12.8.

2.17.3 The procuring entity may at any time terminate procurement proceedings before contract award and shall not be liable to any person for the termination.

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

## 2.18 Opening of Tenders

2.18.1 The Procuring entity will open all tenders in the IFMIS PORTAL by the un sealers appointed by the clerk of County Assembly of Turkana and there after evaluated by the appointed committee and the IFMIS scorers

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

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

## 2.19 Clarification of Tenders

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

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

## 2.20 Preliminary Examination and Responsiveness

2.20.1 The Procuring entity will examine the tenders in the IFMIS System to determine whether the tenders satisfy the conditions made.

2.20.2 Arithmetical errors will not be rectified because it is system based.

2.20.3 Prior to the detailed evaluation, pursuant to paragraph 22, the Procuring entity will determine the substantial responsiveness of each tender to the tender documents. For purposes of these paragraphs, a substantially responsive tender is one which conforms to all the terms and conditions of the tender documents without material deviations. The Procuring entity's determination of a tender's responsiveness is to be based on the contents of the tender itself without recourse to extrinsic evidence.

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

## 2.21 Conversion to a Single Currency

2.21.1 Where other currencies are used, the procuring entity will convert those currencies to Kenya shillings using the selling exchange rate on the date of tender closing provided by the central bank of Kenya.

## 2.22 Evaluation and Comparison of Tenders.

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

2.22.2 The comparison shall be of the price including all costs as well as duties and taxes payable on all the materials to be used in the provision of the services.

2.22.3 The Procuring entity's evaluation of a tender will take into account, in addition to the tender price, the following factors, in the manner and to the extent indicated in paragraph 2.22.4 and in the technical specifications:

- (a) operational plan proposed in the tender;
- (b) deviations in payment schedule from that specified in the Special Conditions of Contract;

2.22.4 Pursuant to paragraph 2.2.3 the following evaluation methods will be applied:

### (a) Operational Plan.

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

### (b) Deviation in payment schedule.

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

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

2.22.6 To qualify for contract awards, the tenderer shall have the following: -

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

## 2.23. Contacting the procuring entity

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

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

## 2.24 Award of Contract

### a) Post Qualification

2.24.1 In the absence of pre-qualification, the Procuring entity will determine to its satisfaction whether the tenderer that is selected as having submitted the lowest evaluated responsive tender is qualified to perform the contract satisfactorily.

2.24.2 The determination will take into account the tenderer's financial and technical capabilities. It will be based upon an examination of the documentary evidence of the tenderers qualifications submitted by the tenderer, pursuant to paragraph 2.1.2, as well as such other information as the Procuring entity deems necessary and appropriate.

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

### b) Award Criteria

2.24.4 Subject to paragraph 2.22 the Procuring entity will award the contract to the successful tenderer whose tender has been determined to be substantially responsive and has been determined to be the lowest evaluated tender, provided further that the tenderer is determined to be qualified to perform the contract satisfactorily.

i. To qualify for contract awards, the tenderer shall have the following: -

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

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

2.24.6 A tenderer who gives false information in the tender document about its qualification or who refuses to enter into a contract after notification of contract award shall be considered for debarment from participating in future public procurement.

## 2.25 Notification of award

- 2.25.1 Prior to the expiration of the period of tender validity, the Procuring entity will notify the successful tenderer in writing that its tender has been accepted.
- 2.25.2 The notification of award will signify the formation of the Contract subject to the signing of the contract between the tenderer and the procuring entity pursuant to clause 2.26. Simultaneously the other tenderers shall be notified that their tenders have not been successful.
- 2.25.3 Upon the successful Tenderer's furnishing of the performance security pursuant to paragraph 27, the Procuring entity will promptly notify each unsuccessful Tenderer and will discharge its tender security, pursuant to paragraph 2.12.

## 2.26 Signing of Contract

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

## 2.27 Performance Security

- 2.27.1 Within thirty (30) days of the receipt of notification of award from the Procuring entity, the successful tenderer shall furnish the performance security in accordance with the Conditions of Contract, in the Performance Security Form provided in the tender documents, or in another form acceptable to the Procuring entity.
- 2.27.2 Failure of the successful tenderer to comply with the requirement of paragraph 2.26 or paragraph 2.27.1 shall constitute sufficient grounds for the annulment of the award and forfeiture of the tender security, in which event the Procuring entity may make the award to the next lowest evaluated or call for new tenders.

## 2.28 Corrupt or Fraudulent Practices

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

APPENDIX TO INSTRUCTIONS TO THE TENDERERS

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

Instructions to tenderers	Particulars of appendix to instructions to tenderers
2.1	Particulars of eligible tenderers: Insurance Underwriting Companies Licensed by the Insurance Regulatory Authority to transact business in Kenya
2.10	Particulars of other currencies allowed. None
2.11	Particulars of eligibility and qualifications documents of evidence required <i>for the Underwriter proposed or the Insurance Company</i> ). <i>Copies of:</i>  <ul style="list-style-type: none"> <li>a) Certificate of Registration/Incorporation</li> <li>b) Certificate of Valid Tax Compliance-Current</li> <li>c) Certificate of Trade License-Current</li> <li>d) PIN Certificate</li> <li>e) Regulatory Certificates i.e. IRA Certificate 2020 &amp; AKI Certificates 2020</li> </ul>
2.12.2	Particulars of tender security if applicable: Kshs.3,400, 000 valid for an additional thirty (30) days after the expiry of the tender validity period.
2.12.4	Form of Tender Security: The Tender Security shall be in the form of a Guarantee from a reputable bank or an insurance company approved by the Public Procurement Regulatory Authority (PPRA) and must have verify such.  NOTE: Self Guarantee will not be allowed
2.13	Validity of Tenders: Tenders shall remain valid for 120 days after date of tender opening and with the possibility of an additional thirty (30) day extension.
2.16.3	Access through IFMIS Negotiation No 831732

2.20.1 Preliminary Evaluation Criteria

Mandatory Requirements

Tenderers are required to submit copies of the following Mandatory documents which will be checked during Preliminary Examination to determine responsiveness. underwriters ONLY

Mandatory Requirements (MR)

No.	Requirements	Responsive or Not Responsive
MR1	Must submit a copy of License by Insurance Regulatory Authority (IRA)	
MR2	Must submit a copy of Certificate of Registration/ Incorporation	
MR3	Must submit a copy of Valid Tax Compliance certificate	
MR4	Must submit a copy of PIN certificate	
MR5	Must submit evidence of the firm location eg. (Single business permit)	
MR6	Must fill the Price Schedule in the format provided	
MR7	Must fill the Form of Tender in the Format provided	
MR8	Must submit a dully filled up Confidential Business Questionnaire form in format provided	
MR9	Must submit a Tender security of Ksh.3,400,000 valid for an additional 30 days after the expiry of the tender validity period.	
MR10	Must submit Audited accounts for the last three years (2017, 2018 and 2019)	
MR11	Must have been licensed by the IRA for the last five years	
MR12	Must have done a minimum annual gross written premium in previous 3 years of KES 800 Million for Medical Insurance, 2 Billion for General Insurance and KES 1 Billion for Life Business respectively for year 2019)	
MR13	Must have paid -up capital of at least Ksh. 500 Million.	
MR14	For the <u>Group Life Policy</u> , the firm must have underwritten a minimum KES.200 Million gross premium under <u>Group Life Business</u> for each of the years: 2017,2018 and 2019 and must have been in the underwriting this business for the last three years	
MR15	Bidders must have their documents paginated (serialized) to ensure compliance with section 74 (i) of Public Procurement and Assets Disposal Act,2015. (From the first page in format 1,2,3, 4...to the last page and the annexures attached). Documents should be well presented and bound with no lose or mutilated pages-Non -Compliance will lead to automatic disqualification at this stage.	

## TECHNICAL EVALUATION

### Technical evaluation parameters and scores

No.	Evaluation Attribute	Tenderer's Response	Weighting Score	Max. Score
TE1	Number of years in staff medical, Group Life and or General Insurance business		10 years and above (15 marks) Below 10 years 10 marks	15
TE2	Provide a list of 10 clients or more and references, to which the company has provided similar services in the last 3 years.		10 or more Clients with references (15 marks) Below 10 clients 10 marks *Attach Recommendation letters	15
TE3	Physical Facilities Provide details of physical address and contacts – attach evidence		Details of physical address and contacts with copy of title or lease documents or latest utility bill – 10 marks Not provided – 0 mark	10
TE4	All chronic illnesses, congenital defects, all pre-existing conditions and HIV-Aids related illnesses to be covered at 100% for both inpatient and outpatient covers		Inpatient and Outpatient 100%-10 Marks Below 100% score will be zero (0)	10
TE5	Qualifications and experience of at least Five key personnel proposed for the assignment- provide CVS. The proposed staff must possess relevant academic and professional qualifications with a minimum of 5 years work experience		5 Or More Key Relevant Staff each with qualifications in similar industry/assignment and 5 years plus work experience (20 marks) Below 5 Key staff and 5 years' minimum experience-(10 marks)	20





T.T.S	Total Technical score			70
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*To move to the next stage of evaluation the bidder MUST meet the Technical Evaluation Parameters above by scoring 50 marks or more.*

No.	Terms of reference	Bidder response: Complied/ Not complied
1.	Hospital Accommodation for CAT and members of the speaker, deputy speaker and top management in Executive Self-contained Private Room/Suite Ksh.25,000	
2.	Hospital accommodation for JG R,Q,P and 3 in private room Ksh.20,000	
3.	Hospital accommodation for JG K,M, N- be in general ward Ksh.15,000 & JG H and below Hospital accommodation of Ksh 10,000	
4.	Cover must cater for accommodation for those accompanying children below 12 years.	
5.	In-patient, Out-patient, Optical, Dental benefits should be clearly outlined and distinguished with due regard to the different cover limits.	
6.	Maternity Benefit must be included within the in-patient cover. Maternity is to be covered for Two Hundred and Fifty Thousand Kenya shilling (Kshs.250,000) for delivery services only (normal, first and subsequent caesarian sections). Pre-natal and post-natal care and any other pregnancy related care to be covered within the in-patient/out-patient as applicable.	
7.	No waiting period. The scheme takes effect as from immediately on introduction.	
8.	All chronic illnesses, congenital defects, all pre-existing conditions and HIV-Aids related illnesses to be covered at 100% for inpatient and out patient cover	
9.	Dental to include filling, extraction, root canal and medically necessary scaling polishing, cleaning etc. Dental medical conditions to be covered as per the limits specified. Any other dental procedures requiring hospitalization to be covered the inpatient cover.	
10.	Last expense to be provided for all insured members (including dependents) as per details on page 25	
11.	Optical to include treatment for deterioration/correction of sight and replacement of spectacles/frames and lenses as per the limits specified. Any other optical procedures requiring hospitalization to be covered the inpatient cover.	
12.	Children vaccines/Immunizations including baby friendly to be covered in full within the out-patient cover	
13.	Medically prescribed supplements to be covered in full within the inpatient and out-patient cover limits	

14.	Gynecological conditions (Pap smear and prostate checkups) including hormonal imbalance and menopausal conditions to be covered within the inpatient and outpatient covers limits.	
15.	To cover dependent children up to 25 years. (However, there may request for extension for dependents with special needs as need may arise).	
16.	Draft Service Level Agreement (SLA) as a guideline, Inception presentation to all staff. Turnaround periods for claim reimbursements should not exceed 7 days, Pre-authorization 2 hours, group utilization reports every 5 <sup>th</sup> day of every quarter, review meetings, health talks within the cover period	
17.	Declare all exclusions for all insurance covers. The only acceptable exclusions are: Cosmetic Surgery, Massage or beauty treatment, Intentional self- injury, suicide or attempted suicide, Treatment by Acupuncturists and Herbalists. It is emphasized that full disclosures be provided especially on the exclusion clause	
18.	To provide proof of wide network of medical services covering hospitals, doctors/specialists, pharmacists etc. Financial soundness, integrity and quality of service delivery are important issues of concern. Attach list of service providers.	
19.	Bidders to include a draft comprehensive Service Level Agreement (SLA)	
20.	Hearing aid to be covered within inpatient and outpatient cover	
21.	Movement aids such limps and other walking aid to be covered	
22.	All therapy including occupation therapy to be covered in inpatient and outpatient covers	
23.	Evacuation incase of Emergency to be provided under inpatient cover	

#### FINANCIAL EVALUATION

The financial proposal of the bidder will be analyzed. The formulae for determining the Financial Score (Sf) shall be as follows:  $-Sf = 100 \times \frac{Fm}{F}$  where Sf is the financial score; Fm is the lowest priced financial proposal and F is the price of the proposal under consideration. Proposals will be ranked according to their combined technical (St) and financial (Sf) scores using the weights (T=the weight given to the Technical Proposal; P= the weight given to the Financial Proposal;  $T + P = 1$ ) indicated in the Appendix. The combined technical and financial score, S, is calculated as follows:  $-S = St \times T\% + Sf \times P\%$ . The firm achieving the highest combined technical and financial score will be invited for negotiations.

#### POST QUALIFICATION

The Board may visit the firms to confirm some of the provisions made in the bidding document.

#### AWARD CRITERIA

The total of the weights of the technical and financial score will be obtained to get the total combined score. The contract will be awarded to the bidder with the highest combined score

#### NEGOTIATIONS

The selected bidder may be invited for negotiations.

## SECTION III GENERAL CONDITIONS OF CONTRACT 3.1 Definitions

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

- a) "The contract" means the agreement entered into between the Procuring entity and the tenderer as recorded in the Contract Form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
- b) "The Contract Price" means the price payable to the tenderer under the Contract for the full and proper performance of its contractual obligations.
- c) "The services" means services to be provided by the contractor including materials and incidentals which the tenderer is required to provide to the Procuring entity under the Contract.
- d) "The Procuring entity" means the organization sourcing for the services under this Contract.
- e) "The contractor means the individual or firm providing the services under this Contract.
- f) "GCC" means general conditions of contract contained in this section
- g) "SCC" means the special conditions of contract
- h) "Day" means calendar day

### 3.2 Application

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

### 3.3 Standards

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

### 3.4. Use of Contract Documents and Information

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

3.4.2 The Contractor shall not, without the Procuring entity's prior written consent, make use of any document or information enumerated in paragraph 2.3.1 above.

3.4.3 Any document, other than the Contract itself, enumerated in paragraph 2.3.1 shall remain the property of the Procuring entity and shall be returned (all copies) to the Procuring entity on completion of the contract's or performance under the Contract if so required by the Procuring entity.

### 3.5 Patent Rights

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

### 3.6 Performance Security

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

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

3.6.3 The performance security shall be denominated in the currency of the Contract, and shall be in the form of:

- a) Cash.
- b) A bank guarantee.
- c) Such insurance guarantee approved by the Public Procurement Regulatory Authority.

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

### 3.7 Inspections and Tests

3.7.1 The Procuring entity or its representative shall have the right to inspect and/or to test the services to confirm their conformity to the Contract specifications. The Procuring entity shall notify the tenderer in writing, in a timely manner, of the identity of any representatives retained for these purposes.

3.7.2 The inspections and tests may be conducted on the premises of the tenderer or its subcontractor(s). If conducted on the premises of the tenderer or its subcontractor(s), all reasonable facilities and assistance, including access to drawings and production data, shall be furnished to the inspectors at no charge to the Procuring entity.

3.7.3 Should any inspected or tested services fail to conform to the Specifications, the Procuring entity may reject the services, and the tenderer shall either replace the rejected services or make alterations necessary to meet specification requirements free of cost to the Procuring entity.

3.7.4 Nothing in paragraph 3.7 shall in any way release the tenderer from any warranty or other obligations under this Contract.

### 3.8 Payment

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

### 3.9 Prices

3.9.1 Prices charged by the contractor for services performed under the Contract shall not, with the exception of any Price adjustments authorized in SCC, vary from the prices by the tenderer in its tender or in the procuring entity's request for tender validity extension as the case may be. No variation in or modification to the terms of the contract shall be made except by written amendment signed by the parties.

### 3.10 Assignment

3.10.1 The tenderer shall not assign, in whole or in part, its obligations to perform under this contract, except with the procuring entity's prior written consent.

### 3.11 Termination for Default

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

- a) if the tenderer fails to provide any or all of the services within the period(s) specified in the Contract, or within any extension thereof granted by the Procuring entity.

- b) if the tenderer fails to perform any other obligation(s) under the Contract.
- c) if the tenderer, in the judgment of the Procuring entity has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.

3.11.2 In the event the Procuring entity terminates the Contract in whole or in part, it may procure, upon such terms and in such manner as it deems appropriate, services similar to those undelivered, and the tenderer shall be liable to the Procuring entity for any excess costs for such similar services.

### 3.12 Termination of insolvency

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

### 3.13 Termination for convenience

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

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

### 3.14 Resolution of disputes

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

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

### 3.15 Governing Language

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

### 3.16 Force Majeure

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

### 3.17 Applicable Law.

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

### 3.18 Notices

3.18.1 Any notices given by one party to the other pursuant to this contract shall be sent to the other party by post or by fax or E-mail and confirmed in writing to the other party's address specified in the SCC

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

## SECTION IV

## SPECIAL CONDITIONS OF CONTRACT

- 4.1 Special conditions of contract shall supplement the general conditions of contract, wherever there is a conflict between the GCC and the SCC, the provisions of the SCC herein shall prevail over those in the GCC.
- 4.2 Special conditions of contract with reference to the general conditions of contract.

General Conditions of Contract Reference	Special Conditions of Contract
3.6	Specify performance security if applicable: Not Applicable at this stage.
3.8	Specify method Payments. Payments shall be made within 30 days upon receipt of Invoice(s).
3.8.1	Specify price adjustments allowed. None
3.14	Specify resolution of disputes. Disputes to be settled as per the Arbitration Laws of Kenya
3.16	Specify applicable law. Laws of Kenya
Other's as necessary	Complete as necessary

## SECTION V

## i) SCHEDULE OF REQUIREMENTS

Below are 4 schedules of requirements pertaining to this Tender

1. Medical Insurance cover In and Out patient (Staff, Members and their eligible dependents of County Assembly of Turkana)
2. Group Personal Accident (GPA) Staff and Members of County Assembly of Turkana
3. Group Life Assurance Cover, last expense and critical illness. Staff and Members of County Assembly of Turkana
4. WIBA for Staff and members of County Assembly Of Turkana

## ii) SPECIFIC DETAILS OF THE COVER

1. Medical Insurance cover In and Out patient (employees, spouses, children and Members of County Assembly of Turkana

i.)

County Assembly of Turkana (CAT) wishes to have in place quality and affordable Medical Scheme for its staff, 1 spouse each, four dependents and the Members of County Assembly of Turkana. The total number to be put on cover immediately is 131 staff plus dependents and 50 Members plus dependents of County Assembly of Turkana members. New members to the scheme are to be covered immediately on introduction.

The contract will be for the period of one year. However, the contract may be renewed upon satisfactory performance under the same terms and condition for each beneficiary.

During this period, the insurer will be required to maintain all the required licenses.

The Types of services required under this cover are: -

- a) In-patient Medical Insurance Cover (Fully Insured)
- b) Out-patient (Fully Insured)
- c) Dental Cover (Fully Insured)
- d) Optical Cover (Fully Insured)
- e) Last respect/funeral expense (to be provided to all insured members)
- f) Maternity

The bidders are required to:

- (i) Provide information under specific conditions
- (ii) Provide quotes as per format provided
- (iii) State their most competitive premiums inclusive of all the requisite taxes.
- (iv) Must provide a comprehensive list of service providers which shall include, hospitals, Doctors/ specialists, pharmacists and of country wide coverage
- (v) Declare all exclusions and inclusions
- (vi) Must have credit facilities with all providers within the proposed panel
- (vii) Provide wide Access to Medical Services without limiting access to any beneficiaries of the scheme.
- (viii) Provide for coverage in East Africa
- (ix) Include Chiropractor services / spine reticulation

SCHEME DETAILS:

2. i). CAT staff 131 No. 5 dependents each Totals 655 and 50 Members of County Assembly of Turkana . and 5 dependents each Total to 250 members. Total number to be placed On 905 cover

1). Medical Insurance cover In and Out patient (Staff and Members and their dependents)

Category	Staff	Dependents	Total Number	Inpatient (per family size)	Outpatient (per family size)	Dental (per individual)	Optical (Per individual)	Maternity
Speaker	1	5	6	3,000,000	200,000	50,000	50,000	150,000
Deputy Speaker	1	5	6	3,000,000	200,000	50,000	50,000	150,000

MCA's	48	5	240	1,000,000	150,000	50,000	50,000	100,000
JG S,,R	5	5	25	2,000,000	200,000	50,000	50,000	150,000
JG P-K	88	5	440	1,500,000	200,000	30,000	25,000	100,000
JG J and Below	38	5	190	1,000,000	100,000	30,000	25,000	75,000



Last Expense

Category	No.	Benefits
Speaker and Deputy Speaker	2	200,000
Directors	4	150,000
MCAs	47	150,000
Board members	2	150,000
Other Staff members	126	100,000

SPECIAL CLAUSES

For clarity and avoidance of doubt, ALL Other pregnancy related complications including pre maturity, shall not be treated as exclusions BUT will be covered within the limits of inpatient/outpatient covers provided in the schedule

2). TERMS OF REFERENCE FOR THE PROVISION OF: ~

AO MEDICAL INSURANCE FOR THE STAFF

AND COUNTY ASSEMBLY OF TUKANA MEMBERS

b) GROUP LIFE FOR STAFF AND COUNTY ASSEMBLY OF TUKANA MEMBERS

.c) GROUP PERSONAL ACCIDENT- FOR THE STAFF AND COUNTY ASSEMBLY OF TUKANA MEMBERS

d) WIBA COMPLIANT COVER FOR THE STAFF AND COUNTY ASSEMBLY OF TUKANA MEMBERS

The CAT wishes to have Medical Insurance, Group Life, and Group Personal Accident, WIBA covers for its Members of Assembly and Members of Staff to adequately cover risks related to accidental, natural causes and illness- related, both occupational and non-occupational.

In this regard we provide below data for both Members of County Assembly of Turkana and Members of Staff and respective scope of cover

a). Group Personal Accident for the Staff and County Assembly of Turkana Members

This benefit is meant to cater for accidental related risk that result to either death or disablement for the Members of Assembly and staff. The assured is compensated as per below table within risks that arise from this cover

Policy Cover	Group Personal Accident Cover	Remarks
Person Insured	MCAS AND BPARD MEMBERS of CAT and staff	

Population	(50 members and 131 staff)	
Period	One year. Renewable upon satisfactory performance	

Scope of Cover	Provide compensation for death or disablement resulting from accidental bodily injury sustained by the MCAs and staff	
Benefits	<ul style="list-style-type: none"> <li>• Death benefit cover Ksh.1,000,000</li> <li>• Permanent &amp; Total Disability: Ksh.1,000,000</li> <li>• Temporary Total Disability earning up to Ksh. 5,000 per week up to 104 weeks</li> <li>• Medical expenses to a limit of Kshs.100,000 per member</li> <li>• Last Expense of Kshs. 100,000/-</li> </ul>	
Extension of Cover	Cancellation Days-60 Days Age Limit-18 years to 70 years	
	Worldwide Cover Exposure, excluding air crew duties Hijacking & Disappearance Payment on Account Evacuation within East Africa Suicide Clause Political Risks & Terrorism Riot, strike, and civil commotion Automatic additions/deletion Including Aviation Risks 24 Hour Cover & Trustees Clause	

b). GROUP PERSONAL ACCIDENT-WIBA COMPLIANT FOR CAT STAFF

This benefit should adequately cover Staff and Members of CAT of against accidental or occupational risk that may result to death, occupational illnesses or permanent or temporary disablement while carrying out their assigned duties. This cover compensates up to the full sums insured based on the loss incurred.

Policy Cover	Group Personal Accident-WIBA Compliant	Remarks
Person Insured	Staff for CAT	
Population	Thirty (30)	
Period	One year. Renewable upon satisfactory performance	
Annual Salary Basic	is attached for members and staff in the las page	
Scope of Cover	Provide compensation for death or disablement resulting from accidental or occupational bodily injury or illnesses sustained by the employee on and off duty.	
Benefits	<ul style="list-style-type: none"> <li>• Death benefit cover up to 8 Times Annual Salary</li> <li>• Permanent &amp; Total Disability up to 8 Times Annual Salary</li> <li>• Temporary Total Disability earning up to 104weeks</li> <li>• Medical expenses to a limit of Kshs. 150,000 MCAs per member and Kshs 100,000 per staff</li> <li>• Last Expense of Kshs. 100,000/-</li> </ul>	

<p>Extension of Cover</p>	<p>Cancellation Days-60 Days  Age Limit-18years to 70 years  Worldwide Cover  Exposure, excluding air crew duties  Hijacking &amp; Disappearance  Payment on Account  Evacuation within East Africa  Suicide Clause  Political Risks &amp; Terrorism Violence  Riot, strike, and civil commotion  Automatic additions/deletion  Including Aviation Risks  24 Hour Cover both at work and to and from  &amp; Trustees Clause</p>	
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3). TERMS OF REFERENCE FOR THE PROVISION OF GROUP LIFE ASSURANCE STAFF MEMBERS OF CAT.			
	COVER DETAILS	Marks	BIDDERS REMARKS
POLICY COVER	Group Life Assurance Cover with Last expense and Critical illness.	<i>Mandatory</i>	
PERSON INSURED	Members and Staff of CAT		
PERIOD	One year renewable subject to Satisfactory Performance	<i>Mandatory</i>	
POPULATION ANNUAL BASIC SALARY	Thirty (131+50) is attached for members and staff in the las page		
SCOPE OF COVER	Provide compensation or death or disablement resulting from accidental or occupational bodily injury or illnesses sustained by the employee on and off duty.	<i>Mandatory</i>	
THESE ARE THE MINIMUM BENEFITS AND MUST BE MET IN FULL	BENEFITS	<i>Mandatory</i>	
	• Death benefit cover up to 5 Times Annual Basic Salary.	<i>Mandatory</i>	
	• Permanent Total Disability up to 5 Times Annual Basic Salary	<i>Mandatory</i>	
	• Temporarily Total Disability Maximum 1 years' gross earnings	<i>Mandatory</i>	
	• Accidental medical expenses Up to a maximum of Ksh 100,000	<i>Mandatory</i>	
	• Last expense cover Ksh 150,000	<i>Mandatory</i>	
	• Free cover limit, minimum Ksh. 10,000,000 and above	<i>Mandatory</i>	
	• No waiting period		
	• Critical illness 30% of death benefit • No exclusion on HIV - AIDS related cases	<i>Mandatory</i>	
EXTENSION OF COVER – (TO BE CONTAINED IN THE POLICY DOCUMENT)	Cancellation Days-60 Days Age Limit-18 years to 70 years Worldwide Cover Exposure, excluding air crew duties Hijacking & Disappearance Payment on Account Evacuation within East Africa Suicide Clause Political Risks & Terrorism Violence Riot, strike, and civil commotion Automatic additions/deletion Including Aviation Risks 24 Hour Cover both at work and to and from & Trustees Clause		

#### 4. ALL OTHER DETAILS

- (i) Structuring policy covers in accordance with the tenders submitted.
- (ii) Confirmation to CAT in writing of receipt of premiums remitted within 7 days of remittance.
- (iii) Ensure Policy Document and any Endorsement there-in is as in the Tender document and should not restrict cover by way of warranties or endorsements or special conditions subsequent to award. Should this occur, CAT shall call on the tender security.
- (iv) Ensure the policy document or endorsement is deposited with the CAT within fifteen (15) days of inception of cover.
- (v) Ensure travel Certificates are received in the Procuring Entity's offices, within twelve (12) hours of request.
- (vi) Ensure prompt settlement of claims as provided hereunder:
  - (a) All Last Expense claims - within Forty-eight (48) hours of reporting.
  - (b) All fully documented Group Life claims - within fourteen (14) days.
  - (c) All documented property claims - within twenty-one (21) days
- (vii) Ensure that the sums insured under the policy are adjusted accordingly as directed by the Procuring Entity from time to time.
- (viii) Negotiate amicably on any other pertinent aspects that may arise during the term of the policy.
- (ix) Carry out Loss control surveys and make appropriate risk improvement recommendation to the Procuring Entity.
- (x) Asset Based Insurances: Ensure appointment of loss adjustor within 12 hours after notification of a claim. The loss adjustor shall conduct a site visit within 48 hours of appointment.
- (xi) Ensure copy of loss adjustors' preliminary reports are submitted to CAT within 7 days of site visit.
- (xii) Such other services as may be related or ancillary to the due performance of the above work.

#### Section VI. Tender Form

(i) Form of Tender

To: .....

.....  
*[Name and address of procuring entity]*

Dear Sir/ Madam,

- 1. Having examined the tender documents including Agenda  
Nos.....

*[Insert numbers],*

The receipt of which is hereby duly acknowledged, we, the undersigned, offer the provision of Corporate Insurance.

.....  
*(Description of services)*

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 offer Corporate Insurance Cover as specified in the Schedule of Requirements.
- 3. If our Tender is accepted, we will obtain the guarantee of a bank in a sum total of 3 Million as a performance guarantee.
- 4. 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.
- 6. We understand that you are not bound to accept the lowest or any tender you may receive.

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 20 \_\_\_\_\_

\_\_\_\_\_  
(In the capacity of) (Signature)

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

## Section VII.

PRICE SCHEDULE FOR SERVICES

S/NO.	DESCRIPTION OF INSURANCE	TOTAL PREMIUM	RECOMMENDED UNDERWRITER
1.	Medical Insurance Cover for Thirty (131) staff, their dependents and (50) Members of Cat of CAT total population 905 in total		
2.a	-Wiba Thirty (131) Staff and 50 MCAs		
2.b	Group Personal Accident (GPA) Fifty (50) MCAs AND 131. Staff members		
3.	Staff Group Life (GL) 131 Members and 50 MCAs		
	Grand Total		

*Note:* In case of discrepancy between unit price and total, the unit price shall prevail.

## VIII. LITIGATION HISTORY

Bidders should provide information on any history litigation or arbitration resulting from contracts

YEAR	AWARD FOR OR AGAINST	NAME OF CLIENT CAUSE OF LITIGATION AND MATTER IN DISPUTE	DISPUTED AMOUNT (CURRENT VALUE, KSHS. EQUIVALENT)



SWORN STATEMENT

Having studied the studied the information above we/I hereby state:

- a. The information furnished in our application is accurate to the best of our knowledge.
- b. That in case of being pre-qualified we acknowledge that this grants us the right to participate in due time in the submission of a tender or quotation on the basis of provisions in the tender or quotation documents to follow.
- c. When the call for Quotations is issued the legal, technical or financial conditions or the contractual capacity of the firm changes we come ourselves to inform you and acknowledge your right to review the pre-qualification made.

Date .....

Applicant's Name .....

Represented by .....

Signature .....

(Full name and designation of the person signing and stamp or seal)

Section IX. Tender Security Form

Whereas... ..[*name of the tenderer*]

(hereinafter called "the tenderer") has submitted its tender dated ..... [*date of submission of tender*] for the supply of.....

*[name and/or description of the goods]*

(hereinafter called "the Tender").....

KNOW ALL PEOPLE by these presents that WE.....

of..... having our registered office at ..... (hereinafter called "the Bank"), are bound unto.....

*[name of Procuring entity]* (hereinafter called "the Procuring entity") in the sum of .....

for which payment well and truly to be made to the said Procuring entity, the Bank binds itself, its successors, and assigns by these presents. Sealed with the Common Seal of the said Bank this

\_\_\_\_\_ day of \_\_\_\_\_ 20 \_\_\_\_\_

The conditions of this obligation are:

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

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

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

\_\_\_\_\_ *[Name of authorized Signatories, Signatures and Seal of the Bank]*

Section X. Contract Form (do not fill this)

THIS AGREEMENT made the \_\_\_\_\_ day of \_\_\_\_\_ 20 \_\_\_\_\_ between County Assembly of Turkana of P. O. Box 25- 30500, (hereinafter called “the Board”) of the one part and..... of P. O. Box ..... (Hereinafter called “the UNERWRITER”) of the other part:

- (A) WHERE AS The Board invited tenders for insurance services hereinafter referred to as “the services” and has accepted a tender by the UNVERWRITER for the supply of those services in the sum of Kshs ..... (Hereinafter called “the Contract Price”).
- (B) The UNDERWRITER has represented to the Board that it has the required professional skills, personnel and technical resources and has agreed to provide the services on the terms and conditions set forth in this contract.

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.

2. The following documents shall be deemed to form and be read and construed as part of this Contract, viz.:

- (a) The Tender Form and the Price Schedule submitted by the UNDERWRITER;
- (b) The Schedule of Requirements;
- (c) The Technical Specifications;
- (d) The General Conditions of Contract;
- (e) The Special Conditions of Contract; and
- (f) The Procuring entity's Notification of Award.

3. In consideration of the payments to be made by the Board to the UNDERWRIT as hereinafter mentioned, the UNDERWRITER hereby covenants with the CAT to provide the services, indemnify the procuring entity against claims of liability and/or compensate the Board for the said claims in conformity in all respects with the provisions of the Contract. The UNDERWRITER shall also avail to the procuring entity within fourteen (14) days of signing the contract form the policy document in conformity with the provisions of the contract.

4. The CAT hereby covenants to pay the INDERWRITERS in consideration of the provision of the services the Contract Price or such other sum as may become payable under the provisions of the contract at the times and in the manner prescribed by the contract.

IN WITNESS whereof the parties hereto have caused this Agreement to be executed in the day and year first above written.

FOR AND ON BEHALF OF THE CAT

Sign: ----- Date & Rubber stamp.....

CLERK

In the Presence of: ~

CAT REPRESENTATIVE, ....Name: .....

Sign: .....~

Date:.....

FOR AND ON BEHALF OF THE UNDERWRITER

\_\_\_\_\_  
Title .....

In the presence of:-

\_\_\_\_\_  
Title.....  
Section XI. Performance Security Form

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

WHEREAS  
.....  
*[Name of tenderer]*

(Hereinafter called “the tenderer”) has undertaken, in pursuance of Contract No. \_\_\_\_\_  
*[referencenumberofthecontract]* dated \_\_\_\_\_ 20\_\_\_\_ to  
supply.....  
*[Description of goods]* (Hereinafter called “the Contract”)

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

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

THEREFORE WE hereby affirm that we are Guarantors and responsible to you, on behalf of the tenderer, up to a total of.....

*[amount of the guarantee in words and figures]*, and we undertake to pay you, upon your first written demand declaring the tenderer to be in default under the Contract and without cavil or argument, any sum or sums within the limits of.....

*[amount of guarantee]* as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

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

Signature and seal of the Guarantors

\_\_\_\_\_  
*[Name of bank or financial institution]*  
\_\_\_\_\_  
*[Address]*  
\_\_\_\_\_  
*[date]*

PUBLIC PROCUREMENT REGULATIONS  
 CONFIDENTIAL BUSINESS  
QUESTIONNAIRE

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

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

Plot No.....

Postal Address.....Tel. No. ....

*Part 1 General:*

Nature of Business .....

Business Name.....

Current Trade License No. ....Expiring date.....

Location of business premises ..... Street/Road.....

Personal Identification No. (PIN)..... (Attach copy).....

Attach copy of Registration certificate with Commissioner of Insurance.....

Value	Added	Tax	(VAT)
.....			

Maximum value of business which you can handle at any one time: Ksh .....

Name	of	your	bankers
.....Branch.....			

*Part 2(a) – Sole Proprietor*

Your Name in full

.....Age.....

Nationality .....Country of origin.....

\*Citizenship details.....

*Part 2(b) Partnership*

Given details of partners as follows:

	Name	Nationality	Citizenship Details	Shares
1.	.....			
2.	.....			

.....

3..... CA T/ T/o 3/20 2 0-2 02 1.....

4.....

Part 2(c) \_\_\_\_\_ Registered Company

Private or public.....

State the nominal and issued capital of the company. \_\_\_\_\_

Nominal Ksh.....

Issued Ksh .....

Give details of all directors as follows:

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

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

If the citizen, indicate under "Citizenship Details" whether by Birth Naturalization or Registration

**BIDDER'S EXPERIENCE REQUIREMENTS FORM**

Tenderers are required to submit details of at least five (5 No.) reputable Clients excluding CAT for whom they have handled insurance business. Please provide reference letters from the clients showing the premiums handled and the contact address and person CAT reserves the right to verify information provided. The reference letters must be in the organisations letterheads.

No.	Contact Information	Details
1	Name of company	
	Name of contact person	
	Designation	
	Telephone number	
	e-mail address	
	Premium (Kshs.)	
2	Name of company	
	Name of contact person	
	Designation	
	Telephone number	
No.	Contact Information	Details
	e-mail address	
	Premium (Kshs.)	
3	Name of company	
	Name of contact person	
	Designation	
	Telephone number	
	e-mail address	
	Premium (Kshs.)	
4	Name of company	
	Name of contact person	
	Designation	
	Telephone number	
	e-mail address	
5	Name of company	
	Name of contact person	
	Designation	
	Telephone number	
	e-mail address	
	Premium (Kshs.)	

Appendix A: Letter of undertaking from the underwriter

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APPENDIX B: Documents to be availed by the Underwriter to prove Eligibility and Qualifications

**TURKANA COUNTY GOVERNMENT**

**MEMBERS OF COUNTY ASSEMBLY OF TURKANA AND EXTERNAL CASB MEMBERS LIST FOR MEDICAL INSURANCE COVER FOR FY 2020 TO 2021**

Sno	Payroll-Num	ID-Number	Salutation	Amount	Gender	Job-Group
1	1997089150	239652	Hon	154,688.00	F	9
2	2010035104	23711801	Hon	154,688.00	F	9
3	19910014658	10123948	Hon	154,688.00	M	9
4	19910014667	239836	Hon	154,688.00	F	9
5	20100009658	24545904	Hon	154,688.00	M	9
6	20130014845	10987683	Hon	154,688.00	M	9
7	20130014916	11757207	Hon	154,688.00	M	9
8	20130014925	10124220	Hon	154,688.00	M	9
9	20130014934	21306855	Hon	154,688.00	M	9
10	20130014943	11512475	Hon	154,688.00	M	9
11	20130014952	13648321	Hon	154,688.00	M	9
12	20130014989	12907659	Hon	154,688.00	M	9
13	20130014998	14448694	Hon	154,688.00	M	9
14	20130015002	13425730	Hon	154,688.00	M	9
15	20130015020	12911341	Hon	154,688.00	M	9
16	20130015057	22578236	Hon	225,000.00	M	8
17	20130015100	10987900	Hon	154,688.00	M	9
18	20130015128	22288383	Hon		M	9



				154,688.00		
19	20130015155	24743362	Hon	154,688.00	M	9
20	20130015191	25865594	Hon	154,688.00	M	9
21	20130015208	23493195	Hon	154,688.00	M	9
22	20130031024	4796555	Hon	154,688.00	F	9
23	20130031131	10987093	Hon	154,688.00	F	9
24	20130031168	8560092	Hon	154,688.00	F	9
25	20130046892	22674774	Hon	154,688.00	M	9
26	20140004771	20533312	Hon	154,688.00	M	9
27	20140004931	10987544	Hon	154,688.00	M	9
28	20140005152	20727149	Hon	154,688.00	M	9
29	20170074307	11513505	Hon	154,688.00	M	9
30	20170074414	8738382	Hon	154,688.00	F	9
31	20170074567	10124709	Hon	154,688.00	F	9
32	20170074576	10987221	Hon	154,688.00	M	9
33	20170074647	23711955	Hon	154,688.00	M	9
34	20170074683	11512737	Hon	154,688.00	M	9
35	20170074825	8738865	Hon	154,688.00	M	9
36	20170075162	11512518	Hon	154,688.00	M	9
37	20170075484	10124752	Hon	154,688.00	F	9
38	20170075500	4769041	Hon	154,688.00	F	9
39	20170075975	29958931	Hon	154,688.00	F	9
40	20170076007	28472657	Hon	154,688.00	M	9
41	20170076141	20685307	Hon	404,250.00	M	7
42	20170076187	22844162	Hon	154,688.00	F	9

43	20170076230	13648249	Hon	154,688.00	M	9
44	20170076258	12434008	Hon	154,688.00	F	9
45	20170076276	31973456	Hon	154,688.00	F	9
46	20170076301	21174475	Hon	154,688.00	F	9
47	20170076409	35556129	Hon	154,688.00	F	9
48	20170076463	23982444	Hon	154,688.00	F	9
49	20170166462	13066237	Ms.	145,000.00	F	8
50	20170166471	14448232	Rev	145,000.00	M	8

**TURKANA COUNTY GOVERNMENT  
STAFF DATA FOR COUNTY ASSEMBLY OF  
TURKANA  
FOR MEDICAL INSURANCE COVER FOR FY 2020 TO 2021**

Sno	Payroll-Num	ID-Number	Salutation	Basic Salary	Gender	Job-Group
1	1990164917	9884780	Mrs	49,000.00	F	K
2	1991035404	10986179	Mr	83,550.00	M	N
3	1994003163	10124086	Mr	65,120.00	M	M
4	1994063032	12911356	Mr	51,170.00	M	K
5	1995050854	13612280	Mr	115,650.00	M	P
6	1995069340	13648908	Ms	79,740.00	F	N
7	1996062210	14448571	Mr	53,720.00	M	L
8	1998025476	14448876	Mr	51,170.00	M	K
9	2003039406	21805523	Mr	38,270.00	M	J
10	2005037939	22332862	Mrs	72,150.00	F	N
11	2008032912	26846107	Mr	72,150.00	M	N
12	2009062960	14448572	Mr	104,910.00	M	P

13	2009083364	12910992	Mr	62,040.00	M	M
14	2009122304	8586229	Mr	121,430.00	M	P
15	2011014517	25109232	Miss	115,650.00	F	P
16	19960013049	10125818	Ms	51,170.00	F	K
17	19960013950	12911388	Mr	65,120.00	M	M
18	19990028709	12908470	Mr	182,820.00	M	S
19	19990028781	10124339	Mr	121,430.00	M	P
20	20040002953	22333141	Mr	65,120.00	M	M
21	20040003003	22667123	Mrs	65,120.00	F	M
22	20090005708	23513602	Mr	110,150.00	M	P
23	20090007051	23886380	Mr	62,040.00	M	M
24	20090007060	24039256	Mr	72,150.00	M	N
25	20110006481	4797395	Mr	51,170.00	M	K
26	20130046043	21930770	Ms	65,120.00	F	M
27	20130046052	25872004	Mr	65,120.00	M	M
28	20130046061	24581443	Ms	49,000.00	F	K
29	20130046070	25069683	Ms	56,370.00	F	L
30	20130046105	25967598	Ms	51,170.00	F	K
31	20130046267	4724250	Mr	56,370.00	M	L
32	20130046481	26331164	Mr	51,170.00	M	K
33	20130046589	28920628	Mr	38,270.00	M	J
34	20130048636	21176973	Mr	38,270.00	M	J
35	20130048654	10125417	Mr	65,120.00	M	M
36	20130048663	21159775	Ms	83,550.00	F	N
37	20130048681	26126603	Mr		M	R

				133,870.00		
38	20140017036	27099226	Mr	62,040.00	M	M
39	20140042986	26831226	Mr	38,270.00	M	J
40	20140043090	26167934	Miss	72,150.00	F	N
41	20140043152	21150878	Mrs	56,370.00	F	L
42	20140043161	23417991	Mrs	53,720.00	F	L
43	20140043170	25272872	Miss	59,120.00	F	N
44	20140043189	10987487	Mrs	38,270.00	F	J
45	20140043198	30772161	Mrs	31,270.00	F	H
46	20140043232	20709880	Mrs	32,570.00	F	H
47	20140043269	24580928	Mrs	46,890.00	F	K
48	20140043278	13647216	Ms	72,150.00	F	N
49	20140043287	24581434	Mrs	79,740.00	F	N
50	20140043296	28988784	Mrs	59,120.00	F	M
51	20140043312	28272149	Mrs	62,040.00	F	M
52	20140043321	24075500	Mrs	36,800.00	F	J
53	20140043330	22966905	Miss	46,890.00	F	K
54	20140043358	25114332	Mr	72,150.00	M	N
55	20140043367	25669546	Mr	51,170.00	M	K
56	20140043385	25104524	Mr	65,120.00	M	M
57	20140043394	25072279	Miss	51,170.00	F	K
58	20140043401	22574382	Mr	65,120.00	M	M
59	20140043410	14448573	Mr	59,120.00	M	M
60	20140043429	23552221	Mr	32,570.00	M	H
61	20140043456	12434539	Mr	15,670.00	M	E

62	20140043474	23044134	Mr	104,910.00	M	P
63	20140043492	29645699	Mr	38,270.00	M	J
64	20140043509	23681198	Mr	38,270.00	M	J
65	20140043518	23956670	Mr	38,270.00	M	J
66	20140043527	22475032	Mr	38,270.00	M	J
67	20140043536	21118507	Mr	65,120.00	M	M
68	20140043545	21737800	Mr	38,270.00	M	J
69	20140043554	22969125	Mr	121,430.00	M	P
70	20140043581	28724380	Mr	49,000.00	M	K
71	20140043590	22851436	Mr	51,170.00	M	K
72	20140043616	28556400	Mr	51,170.00	M	K
73	20140043625	28257121	Mr	38,270.00	M	J
74	20140043652	23547025	Mr	79,740.00	M	N
75	20140043714	14448660	Mr	83,550.00	M	N
76	20140043723	23263217	Mr	38,270.00	M	J
77	20140043741	20144770	Mr	32,570.00	M	H
78	20140043750	7070224	Mr	32,570.00	M	H
79	20140072288	25344859	Mrs	62,040.00	F	M
80	20140073310	23970145	Mr	38,270.00	M	J
81	20140073767	24693625	Mrs	51,170.00	F	K
82	20140073883	26370617	Mr	46,890.00	M	K
83	20140073927	22211843	Mr	38,270.00	M	J
84	20140073936	29676563	Mrs	35,340.00	F	J
85	20140074586	7477113	Mr	35,340.00	M	J
86	20140074595	25287516	Miss		F	M

				62,040.00		
87	20140074611	12635259	Mr	38,270.00	M	J
88	20140074620	26225808	Mr	38,270.00	M	J
89	20140074924	10125943	Mr	65,120.00	M	M
90	20140075314	22661707	Mrs	65,120.00	F	M
91	20140075323	30778919	Mr	51,170.00	M	K
92	20140075403	26838421	Mrs	59,120.00	F	M
93	20140075449	27207045	Mrs	51,170.00	F	K
94	20140075458	10124968	Mrs	16,250.00	F	E
95	20140075476	13648080	Mrs	62,040.00	F	M
96	20140075494	31946863	Mrs	35,340.00	F	J
97	20140075538	25276748	Mr	38,270.00	M	J
98	20140075547	26723535	Mr	51,170.00	M	K
99	20140075958	27960468	Miss	62,040.00	F	M
100	20140075976	22503226	Mrs	46,890.00	F	K
101	20140075985	25110059	Ms	46,890.00	F	K
102	20140076071	25259297	Mrs	56,370.00	F	L
103	20140079358	10986983	Mrs	32,570.00	F	H
104	20140082248	24814781	Ms	36,800.00	F	J
105	20140087083	23234817	Mr	32,570.00	M	H
106	20150065731	28597032	Ms	62,040.00	F	M
107	20150066041	23955050	Mr	38,270.00	M	J
108	20150066130	27561068	Ms	65,120.00	F	M
109	20150066149	20779127	Mr	79,740.00	M	N
110	20150084594	27993033	Mr	59,120.00	M	M

111	20150121654	13647103	Mr	161,330.00	M	R
112	20160016535	28170630	Mr	56,370.00	M	M
113	20160016544	30152141	Mr	42,970.00	M	K
114	20160073558	29957766	Mrs	42,970.00	F	K
115	20160074699	22991006	Mrs	51,170.00	F	L
116	20160074706	4782501	Mr	65,120.00	M	M
117	20160139211	29449648	Mr	44,890.00	M	K
118	20160142307	22573165	Mr	59,120.00	M	M
119	20160147893	22648138	Mr	59,120.00	M	M
120	20170100311	21769566	Mr	38,270.00	M	J
121	20170100973	24568759	Mr	110,150.00	M	P
122	20170100982	28628043	Ms	28,850.00	F	H
123	20170109510	31467328	Ms	22,270.00	F	G
124	20170109529	36141907	Mr	22,270.00	M	G
125	20170109538	23547812	Ms	22,270.00	F	G
126	20170113747	26911064	Ms	27,700.00	F	H
127	20170114977	13864796	Mr	46,890.00	M	L
128	20170166408	29779517	Mr.	49,000.00	M	L
129	20180084968	22610326	Mr	133,870.00	M	R
130	20180086042	20677810	Mr	133,870.00	M	R
131	20190055237	32293711	Mr	44,890.00	M	L