COUNTY ASSEMBLY OF WAJIR

**TENDER DOCUMENT**

# FOR

**PROVISION OF MEDICAL COVER AND GROUP LIFE ASSURANCE FOR MEMBERS OF COUNTY ASSEMBLY AND BOARD MEMBERS.**

TENDER NO. WCA/T/003/2023-2024

**CLOSING DATE:**

**Friday 29th December, 2023 at 10:00 AM**

## COUNTY ASSEMBLY OF WAJIR, P.O. BOX 495- – 70200

**TEL: (+254) 044621008**

## WAJIR, KENYA.

**E-mail:** [**clerk@wajirassembly.go.ke**](mailto:clerk@wajirassembly.go.ke) **Website:** [**www.wajirassembly.go.ke**](http://www.wajirassembly.go.ke/)

[***www.tenders*.go.ke**](http://www.tenders.go.ke/)

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| **SECTION I** | **INVITATION TO TENDER.** |

###### 15th December, 2023

**TENDER NO. WCA/T/003/2023-2024- PROVISION OF MEDICAL AND LIFE ASSURANCE COVER FOR MCAS AND MEMBERS OF THE BOARD**

The County Assembly of Wajir (WCA) alsoreferredto as Procuring Entityinvites sealed tenders from eligible candidates for the Provision of Medical Insurance Cover for MCAs and Members of the Board The contract will be for a period of two years’ subject to annual Satisfactory Performance review.

The document may be ***viewed and downloaded from the County Assembly of Wajir website:***

[www.wajirassembly.go.ke or](http://www.wajirassembly.go.keor/) [***www.tenders***.go.ke](http://www.tenders.go.ke/) **for free**.

Prices quoted should be net inclusive of all taxes, must be in Kenya Shillings and should remain valid for 150 days.

Completed tender documents are to be enclosed in plain sealed envelopes, marked with the tender number and be deposited in the **tender box** provided at The County Assembly of Wajir Office behind County **Commissioner offices and** addressed to:

###### The Clerk

**County Assembly of Wajir, P. O. Box 495 - 70200**

###### Wajir.

To be received on or before **Friday 29th December, 2023 at 10:00 AM**

Tenders must be accompanied by a Tender Security of **Kshs. 150,000** in form of a guarantee froma reputable bank or an insurance company approved by WCA payable to the Clerk-, County Assembly of Wajir (Self-insured tender securities are not allowed).

Tenderswillbeopenedimmediatelythereafter inthe presenceofthetenderers representativeswhochoose to attend the opening at the Wajir Peace Hall.

###### THE CLERK,

**COUNTY ASSEMBLY OF WAJIR**

## SECTION II - INSTRUCTIONS TO TENDERERS

**Eligible tenderers**

This Invitation to tender is open to all tenderers eligible as described in the instructions to tenderers. Successful tenderers shall provide the services for the stipulated duration fromthe date of commencement (hereinafter referred to as the term) specified in the tender documents.

WCA employees, committee members, board members and their relatives (spouse and children) are not eligible toparticipate.

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 WCA 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.

* + 1. Tenderers involved in corrupt or fraudulent practices or debarred from participating in public procurement shall not be eligible.

**Cost of tendering**

The Tenderer shallbearallcosts associatedwiththepreparationandsubmissionof its tender, and WCA, will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the tendering process.

WCA shall allow the tenderer to review the tender document freeof charge fromthe website.

###### Contents of tender documents

Thetender document comprises of thedocuments listed belowand addenda issued in accordance with clause 5 of these instructions to tenders

* + - 1. Instructions to tenderers
      2. General Conditions of Contract
      3. Special Conditions of Contract
      4. Schedule of Requirements
      5. Details of service
      6. Form of tender
      7. Price schedules
      8. Contract form
      9. Confidential business questionnaire form
      10. Performance security form

The Tenderer is expected to examine all instructions, forms, terms, and specifications 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

ineveryrespect willbeatthetenderers riskand mayresult intherejection of its tender.

###### Clarification of Documents

A prospective candidate making inquiries of the tender document may notify WCA entity in writing or by post or email at the entity’s address indicated in the Invitation for tenders. WCA will respond in writing to any request for clarification of the tender documents, which it receives no later than Five (5) days prior to the deadline for the submission of tenders, prescribed by WCA. Written copies of WCA response (including an explanation of the query but without identifying the source of inquiry) will be sent to all prospective tenderers who have received the tender documents”

WCA shall reply to any clarifications sought by the tenderer within 2 days of receiving the request toenablethetenderer tomaketimelysubmission of its tender

###### Amendment of documents

At any time prior to the deadline for submission of tenders, WCA, 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.

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

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

###### Language of tender

The tender prepared by the tenderer, as well as all correspondence and documents relating to the tender exchanged by the tenderer and WCA, 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.

###### Documents Comprising the Tender

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

* + - * 1. A Tender Formand a Price Schedulecompleted in accordance with paragraph 2.8, 2.9 and 2. 10 below.
        2. Documentaryevidenceestablishedinaccordance with Clause 2.11 that the tenderer is eligibleto Tender and is qualifiedtoperformthe contract if its tender is accepted;
        3. Tender security furnished is in accordance with Clause 2.12
        4. Confidential business questionnaire

###### 

###### Form of Tender

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

###### Tender Prices

The tenderer shall indicate on the Price schedule the unit prices where applicable and total tender prices of the services it proposes to provide under the contract.

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

Prices quoted by the tenderer shall remain fixed during the term of the contract unless otherwise agreed by the parties. A tender submitted with an adjustable price quotation will be treated as non-responsive and will be rejected, pursuant to paragraph 2.22.

Contract price variations shall not beallowed for contracts not exceeding oneyear (12 months)

Where contract price variation is allowed, the variation shall not exceed 10% of the original contract price.

Price variation requests shall be processed by WCA within 30 days of receiving the request.

###### Tender Currencies

* + 1. PricesshallbequotedinKenya Shillingsunlessotherwisespecifiedintheappendixto in Instructions to Tenderers

**Tenderers Eligibility and Qualifications.**

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.

The documentary evidence of the tenderers qualifications to perform the contract if its tender is accepted shall establish to WCA satisfaction that the tenderer has the financial and technical capability necessary to perform the contract.

**Tender Security**

The tenderer shall furnish, as part of its tender, a tender security for the amount and form specified in the Invitation to tender.

The tender security shall be in the amount not exceeding 2 per cent of the tender price.

The tender security is required to protect WCA against the risk of Tenderers conduct which would warrant the security’s forfeiture, pursuant to paragraph 2.12.7

The tender security shall be denominated in a Kenya Shillings or in another freely convertible currency and shall be in the formof:

* + - 1. A bank guarantee.
      2. Cash.
      3. Such insurance guarantee approved by the Assembly.

Any tender not secured in accordance with paragraph 2.12.1 and 2.12.3 will be rejected by WCA as non-responsive, pursuant to paragraph 2.20

Unsuccessful tenderers 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 WCA.

Thesuccessful tenderers tender security will be discharged upon the tenderer signing the contract, pursuant to paragraph 2.26, and furnishing the performance security, pursuant to paragraph 2.37.

The tender security may be forfeited:

1. If a tenderer **withdraws** its tender **during** theperiod of tender validity specified by WCA on the Tender Form; or
2. In the case of a successful tenderer, *if* the tenderer fails:
   1. To sign the contract in accordance with paragraph 2.26.

###### or

* 1. To furnish performance security in accordance with paragraph 2.27.

1. If the tenderer rejects, correction of an error in the tender.

**Validity of Tenders**

Tenders shall remain valid for **120 days** or as specified in the invitation to tender after date of tender opening prescribed by WCA, pursuant to paragraph 2.18. A tender valid for a shorter period shall be rejected by WCA as nonresponsive.

Inexceptionalcircumstances, WCAmaysolicittheTenderer’sconsenttoanextension 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.

###### Format and Signing of Tender

The tenderer shall prepare one copy of the tender, clearly marked “ORIGINAL TENDER” as appropriate.

The original 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 unamended printed literature, shall be initialed by the person or persons signing the tender.

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.

###### Sealing and Marking of Tenders

The tenderer shall seal the original of the tender in an envelope, duly marking the envelope as “ORIGINAL” The envelope shall:

1. Be addressed to WCA at the address given in the invitation to tender
2. Bear, tender number and name in the invitation to tender and the words: **“DO**

###### NOT OPEN BEFORE Friday 29th December, 2023 at 10:00 AM

Theenvelopeshallalso indicatethenameandaddress of thetenderer to enablethe tender to be returned unopened in case it is declared “late”.

If theenvelope is not sealedand markedas requiredbyparagraph 2.15.1, WCA will assume no responsibility for the tender’s misplacement or premature opening.

###### Deadline for Submission of Tenders

Tenders must be received by WCA at the address specified in the appendix to instructions totenderersnolater than **Friday 29th December, 2023 at 10:00 AM**

WCA may, at its discretion, extend this deadline for the submission of tenders by amending the tender documents in accordance with paragraph 5, in which case all rights and obligations of WCA and candidates previously subject to the deadline will thereafter be subject to the deadline as extended.

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

**Modification and withdrawal of tenders**

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

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

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

No tender may be withdrawn in the interval between the deadline for submission of tenders and theexpiration of theperiod of tender validityspecifiedby thetenderer 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.

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

WCA 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.

###### Opening of Tenders

WCAwill openalltenders in thepresence of tenderers’ representatives whochoose to attend, on **Friday 29th December, 2023 at 10:00 AM** and in the location specifiedintheinvitationto tender.Thetenderers’ representativeswhoarepresent shall sign a register evidencing their attendance.

The tenderers’ names, tender modifications or withdrawals, tender prices, discounts, and the presence or absence of requisite tender security and such other details as WCA, at its discretion, may consider appropriate, will beannounced at theopening.

WCA will prepare minutes of the tender opening which will be submitted to the tenderers that signed the tender opening register and will have madetherequest.

**Clarification of tenders**

To assist in the examination, evaluation and comparison of tenders WCA 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.

Any effort by the tenderer to influence WCA in WCA’s tender evaluation, tender comparison or contract award decisions may result in the rejection of the tenderers tender.

###### Preliminary Examination and Responsiveness

WCA will examine the tenders to determine whether they are complete, whether any computational errors have been made, whether required securities have been furnished whether the documents have been properly signed, and whether the tenders are generally in order.

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

WCA may waive any minor informality or nonconformity or irregularity in a tender which does not constitute a material deviation, provided such waiver does not prejudice or affect the relative ranking of any tenderer.

Prior to the detailed evaluation, pursuant to paragraph 2.22, WCA will determine the substantial responsiveness ofeachtender tothetenderdocuments. Forpurposesofthese paragraphs, a substantially responsive tender is one which conforms to all the terms and conditions of the tender documents without material deviations. WCA’s determination of a tender’s responsiveness is to be based on the contents of the tender itself without recourse to extrinsic evidence.

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

###### Conversion to a single currency

* + 1. Where other currencies are used, WCA will convert those currencies to Kenya shillings using theselling exchangerate on the date of tender closing provided by the Central Bank of Kenya.

###### Evaluation and comparison of tenders.

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

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.

WCA’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:

* + - 1. Operational plan proposed in the tender;
      2. Deviationsinpaymentschedulefromthatspecifiedinthe Special Conditions of Contract;

Pursuant to paragraph 22.3 the following evaluation methods will be applied:

1. ***Operational Plan.***

WCA 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 WCA’s required delivery time will be treated as non-responsive and rejected.

##### Deviation in paymentschedule.

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. WCA may consider the alternative payment schedule offered by the selected tenderer.

Thetender evaluation committee shall evaluatethetender within 30 days fromthe date of opening the tender.

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

1. Necessary qualifications, capability experience, services, equipment and facilities to provide what is beingprocured.
2. Legal capacity to enter into a contract for procurement
3. 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
4. Shall not be debarred from participating in public procurement.

**Contacting WCA**

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

Any effort by a tenderer to influence WCA in its decisions on tender evaluation tender comparison or contract award may result in the rejection of the tenderers tender.

###### Award of Contract

1. **Post qualification**

Inthe absence of pre-qualification, WCA willdeterminetoits satisfactionwhether the tenderer that is selected as having submitted the lowest evaluated responsive tender is qualified to perform the contractsatisfactorily.

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 WCA deems necessary and appropriate.

An affirmative determination willbea prerequisite for award of thecontract tothe tenderer.A negativedeterminationwillresultinrejectionoftheTenderer’stender, in which event WCA will proceed to the next lowest evaluated tender to make a similar determination of that Tenderer’s capabilities toperformsatisfactorily.

###### Award Criteria

Subject to paragraph 2.29 WCA will award thecontract to thesuccessful tenderer whose tender has been determined to be substantially responsive and has been determined tobethelowest evaluatedtender, providedfurther thatthetenderer is determined to be qualified to perform the contract satisfactorily.

WCA 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 WCA’s action. If WCA determines that none of the tenderers is responsive; WCA shall notify each tenderer who submitteda tender.

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.

**Notification of award**

Prior to the expiration of the period of tender validity, WCA will notify the successful tenderer in writing that its tender has been accepted.

The notification of award will signify the formation of the Contract subject to the signing of the contract between the tenderer and WCA pursuant to clause 2.26. Simultaneously the other tenderers shall benotified that their tenders havenot been successful.

Upon the successful Tenderer’s furnishing of the performance security pursuant to paragraph 27, WCA will promptly notify each unsuccessful Tenderer and will discharge its tender security, pursuant to paragraph 2.12

###### Signing of Contract

At the same time as WCA notifies the successful tenderer that its tender has been accepted, WCA will simultaneously inform the other tenderers that their tenders have not been successful.

Within fourteen (14) days of receipt of the Contract Form, the successful tenderer shall sign and date the contract and return it to WCA.

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.

###### Performance Security

Within thirty (30) days of the receipt of notification of award from WCA, 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 WCA.

Failure of the successful tenderer to comply with the requirement of paragraph 2.29 or paragraph

2.30.1 shall constitute sufficient grounds for the annulment of the award and forfeiture of the tender security, in which event WCA may make the award to the next lowest evaluated or call for new tenders.

**Corrupt or Fraudulent Practices**

WCA 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.

WCA 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;

Further, a tenderer who is found to have indulged in corrupt or fraudulent practices risks being debarred from participating in public procurement in Keny

## APPENDIX TO INSTRUCTIONS TO TENDERER

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

# PROVISION OF MEDICAL AND LIFE ASSURANCE COVER FOR MCAs AND BOARD MEMBERS.

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| **Instructions**  **to tenderers** | **Particulars of appendix to instructions to tenderers** |
| 2.1 | Particulars of eligible tenderers:  **Insurance Companies Licensed by the Insurance Regulatory Authority and eligible to provide medical insurance cover business in Kenya** |
| 2.2.2 | Price to be charged for tender documents.  **The tender document shall be downloaded free of charge from** [**www.wajirassembly.go.ke**](http://www.wajirassembly.go.ke/) **or treasury.supplier.go.ke** |
| 2.10 | Particulars of other currencies allowed. **None** |
| 2.12.2 | Particulars of tender security if applicable.  **Kshs. 150,000 valid for 150 days after date of tender opening.** |
| 2.12.4 | Form of Tender Security: **The Tender Securityshall be in the form of a Guarantee froma**  **reputable bank or an insurance company approved by WCA. Self-guaranteed tender security not allowed.** |
| 2.13 | Validity of Tenders:  **Tenders Shall remain valid for 150 days after date of tender opening.** |
| 2.16.3 | Bulky tenders which do not Fit in the tender box shall be delivered to the Procurement  Unit at Wajir County Assembly, Peace offices. |
| 2.24.3 | Post Qualification: WCA may carry out post qualification to determine whether the  lowest evaluated responsive tender is qualified to perform the contract satisfactorily. |
| 2.4 | Clarifications sought should be addressed to [**clerk@wajirassembly.go.ke**](mailto:clerk@wajirassembly.go.ke)**. and WCA shall upload any clarification on its website** [**www.wajirassembly.go.ke**](http://www.wajirassembly.go.ke/) |
| 2.20.1 |  |
|  | **PRELIMINARY EVALUATION CRITERIA** |
|  | Tenderers are required to meet the following **MANDATORY** |
|  | **REQUIREMENTS** which will be used during Preliminary Examination to |
|  | determine responsiveness |
|  | **The tenderer shall either be responsive or non-responsive. Those that are** |
|  | **responsive shall proceed to the next Technical Evaluation Stage** |

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|  | 1. The underwriter or the proposed  underwriter must be registered to provide medicalinsurancecover withthe Insurance | | Evidence to be availed is valid certificate | |
|  | Regulatory Authority. | |  | |
| 2. Submit copy of Certificate of Registration/Incorporation from the Registrar of Companies for theunderwriter  or the proposed underwriter. | | Evidence to be availed is the certificate | |
| 3. Submit Valid Tax Compliance Certificate from Kenya Revenue Authority for the  underwriter or the proposed underwriter. | | Evidence to be availed is a valid certificate | |
| 4. Must submit completedConfidential Business Questionnaire form for  underwriter or the proposed underwriter | the | Evidence to be availed is a duly filled Confidential Business Questionnaire. | |
| 5. The underwriter or the proposed underwriter must submit membership certificate for year 2021 from the  Association of Kenya Insurers (AKI). | | Evidence to be availed is a valid certificate | |
| 6. The underwriter or the proposed underwriter must submit a sample policy document for the medical cover | | Evidence to be availed is the sample policy document. | |
| 1. If bidding through a broker/agent one: -    1. Must be have an authorization letter from the proposedunderwriter    2. Must bearegistered withthe Insurance Regulatory Authority.    3. Must provide have a professional Indemnity Insurance Cover of at least KShs.50 Million.    4. Must be a member of the Association of Insurance Brokers of Kenya (AIBK).    5. Must have current tax compliance certificate from Kenya Revenue Authority. | | Evidence to be availed for 7 (i) is theauthorization letter from the proposed underwriter Evidence to be availed for 7 (ii) is the current IRA certificate Evidence to be availed for 7 (iii) is the cover note for professional indemnity Evidence to be availed for 7 (iv) is Membership certificate by AIBK for 2020.  Evidence to be availed for 7 (v) is a current tax compliance certificate | |
| 8. Must Fill the Price Schedule in the format  provided in the tender document. | | Evidence to be availed filled form | is a duly |
| 9. Must Fill the Form of Tender in the format  provided in the tender document | | Evidence to be availed filled form | is a duly |
| 10. Must submit a duly filled up Confidential Business Questionnaire in format provided  in the tender document. | | Evidence to be availed filled form | is a duly |
| 11. Must Submit a Tender Security of Kshs. 150,000 valid for 150 days after date of tender opening | | Evidence to be availed is a valid tender security | |
| 12. Provide a list of all the exclusions under in- patientandout-patient. IftheScheme does not haveany exclusions pleaseconfirmthe same in writing. If the list or the confirmation is missingthenthebidder will be considered as having beennon-  responsivetothisrequirementand therefore disqualified. | | Evidence list/Confirmation | |

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|  | 13. Threeletter of recommendationbased on contracts that you have serviced in the last |  | |
|  | threeyears. Inthe letter thecontracting manager/ organization must givea rating on your performance based on a scale of one (1) to ten (10) (one being the lowest  and ten the highest). |  | |
| **Tenderers must fill each item by indicating as appropriate in column A or B (complied or Not Complied to each item of the table below (Nos 14- 22).** | | |
|  | **A** | **B** |
|  | **COMPLIED** | **NOT COMPLIED** |
|  | 14. Medical Cover must be for both In-patient and Out-patient as one package under one  underwriter and no co-sharing. |  |  |
|  | 15. Age limits must be as follows   * Employees:   1. Main member, spouse and up to four child dependants   2. Age limit for main member and spouse to be 18 to 65years.   3. Children to be covered from birth to 18 years or up to 25 years if in school. Children with disability to be covered for as long as they continue to be dependent on the principal member. * Board Members- Principal member only and covered up to age of 70 years. |  |  |
|  | 16. Conditions to be covered must include Chronic, Congenital, Pre-existing, HIV/AIDS, Ambulance and air evacuation, Maternity, Dental and Optical in both In- patient and Out- patient and psychiatric  treatment, pandemics including Covid-19. |  |  |
|  | 17. Must provide Biometric Identification  Systems at no additional premium. |  |  |
|  | 18. Evidence of underwriter branded Medical Smart cards |  |  |
|  | 19. Evidence of underwriter using Medical Online Insurance Management System that can generate member statements and  monthly reports |  |  |
|  | 20. Allow direct access to the providers not  through owned clinics |  |  |
|  | 21. Cancellation notice will be 60 days |  |  |
|  | 22. The bidder will submit only one bid per underwriter (i.e. brokers and agents will only provide one bid without  alternatives). |  |  |

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| **TECHNICAL EVALUATION CRITERIA (Total Points 100)** | | | |
|  |  | **Total Marks** | **Marks**  **Earned** |
|  | 1. Submit letters/contract confirming credit facilities for thelast oneyear from October 2021-October 2022   **Nairobi (1 mark each =3 Marks)** Any three of the following hospitals:   * + Nairobi Hospital   + Mater Hospital   + MP. Shah hospital   + Kenyatta National Hospital   + Karen Hospital   + Aga Khan Hospital   + Gertrude Hospital   + Coptic Hospitals   + Avenue Hospital   **Mombasa (1 Mark)**  Any one of the following hospitals:   * + - Mombasa Hospital     - Aga Khan Hospital Mombasa     - Pandya Hospital   **Kisumu (1 Mark)**   * + - Aga Khan Hospital Mombasa   **Eldoret (1 Mark)**   * + - Mediheal Hospital   **Nakuru (1 Mark)**   * + - Mediheal Hospital | 6 |  |
|  | Provide a country wide list of approved health providers where you have credit facilities (WCA reserves the right to confirm directly with these providers the existence of credit facilities). The list must include providers in Mombasa, Kisumu Eldoret and Nakuru counties.  1- 15 Counties-1 mark  16-30 Counties-2 Marks  30 Counties- 3Marks | 3 |  |
|  | Underwriter to Provide Audited Annual Financial  statements for 2021. | 2 |  |
|  | Underwriter Gross Premiums in the year 2019 of not less than Kshs. 500 Million excluding Motor Insurance premiums. | 3 |  |
|  | Underwriter to provide a list of five current largest corporate clients on medical cover for year 2021 and for which each client must have paid a premium of Kshs 20 Million and the aggregate Total Premium be not less than Kshs 100 Million  (WCA reserves the right to confirm directly with these firms) | 3 |  |
|  | Provide written statement to confirm that you will  facilitate health talks at least once every quarter. | 2 |  |

|  |  |  |  |
| --- | --- | --- | --- |
|  | Provide written statement to confirm that the cover includes medical checkups at least once  annually. | 3 |  |
|  | Demonstration of a satisfactory management and  execution plan | 5 |  |

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
|  | Quality of Service provision, handling of underwriting and claims services as per our  schedule of requirements. | | 6 |  |
|  | Evidence of Value Addition Services. | | 3 |  |
|  | Other concessions/Wider Coverage, e.g. better Extensions, limits and sub-limits. | | 3 |  |
|  | Written statement confirm that cover will allow cash claims for areas not covered by provider network, where the attending doctor is not in the panel and instances where a patient has a long  history with a particular doctor/facility. | | 5 |  |
|  | Annual Sub-limit on in-patient Chronic conditions. | Minimum is the limits set in each of the three options provided in schedule of requirements form and must provide for all options. Not within/not provided for all options zero marks | 15 |  |
|  | Annual Sub-limit on in-patient psychiatric conditions. | Minimum is the limits set in each of the three options provided in schedule of requirementsformandmust provide for all options. Not within/not provided forall options zero marks | 6 |  |
|  | Annual sub-limit on inpatient congenital conditions/birth defects. | Minimum is the limits set in each of the three options provided in schedule of requirementsformandmust provide for all options. Not within/not provided for all  options zero marks | 6 |  |
|  | Annual Sub-limit on in-patient Dental conditions. | Minimum is the limits set in each of the three options provided in schedule of requirementsformandmust provide for all options. Not within/not provided forall options zero marks | 6 |  |
|  | Annual Sub-limit on inpatient optical conditions. | Minimum is the limits set in each of the three options provided in schedule of requirementsformandmust provide for all options. Not within/not provided forall options zero marks | 6 |  |

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
|  | Annual sub-limit on combined outpatient  dental and optical cover | Minimum is the limits set in each of the three options provided in schedule of requirementsformandmust provide for all options. Not within/not provided for all  options zero marks | 6 |  |
|  | Maternity Cover within in-patient | Minimum is the limits set in each of the three options provided in schedule of requirementsformandmust  provide for all options. Not | 5 |  |

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
|  |  | within/not provided for all  options zero marks |  |  |
|  | Any other Sub- limits  please  indicate |  | 5 |  |
|  | * There shall be no changes on sub-limits to the disadvantage of the Assembly * The sub-limit on outpatient dental and optical to be combined. * For any other sub-limits on a condition not mentioned above the evaluation committee shall consider and award marks after comparing proposals from all the bidders who proceeded to technical evaluation stage. | | | |
| * Cover limits will not take into account any historical benefit. * WCA will make payments for the premiums directly to the successful underwriter. * To be eligible for the Financial Evaluation, a bidder must score Seventy percent (70%) at the Technical Evaluation Stage. * WCA may carry out due diligence before award of the tender | | | | |

## FINANCIAL EVALUATION

Thebidderwhoattains70%andoverintheTechnical Evaluationandwhosefinancial proposal isthelowestshallbeawardedthetendertoprovidethemedicalinsurance Cover.

## SECTION III SCHEDULE OF REQUIREMENTS

The County Assembly of Wajir (WCA) provides medical cover through insurance as part of benefits package for MCAs and Board Members.

Summary of relevant information under the current cover are as per table below

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **DESCRIPTION** | | **MEMBERS OF THE COUNTY ASSEMBLY AND BOARD MEMBERS** | | |
|  | | Annual Limits and sub-limits in Ksh | | |
| **IN-PATIENT** | | | | |
| Annual limit | | 2,000,000 | 4,000,000 | 3,000,000 |
| Pre-existing, chronic HIV & AIDS | Within In patient Limits | 1,400,000 | 1,400,000 | 1,400,000 |
| Pre-terms, Congenital & Neonatal | 500,000 | 500,000 | 500,000 |
| In-patient Dental ailments | 220,000 | 220,000 | 220,000 |
| In-patient optical ailments | 220,000 | 220,000 | 220,000 |
| Post Hospitalization visits/ review up to max 4 Weeks | 30,0000 | 30,000 | 30,000 |
| 1st Emergency C-section | 250,000 | 250,000 | 250,000 |
| Hospital Accommodation | 20,000 | 20,000 | 20,000 |
| Psychiatric Conditions | 500,000 | 500,000 | 500,000 |
| Lodger Fees | 20,000 | 20,000 | 20,000 |
| Maternity | | 150,000 | 150,000 | 150,000 |
| **OUT-PATIENT** | | | | |
| Out Patient | | 100,000 | 210,000 | 160,000 |
| Annual General Health Check-ups (Including PSA and Pap Smear) within Out Patient limits | | 20,000 | 20,000 | 20,000 |
| Combined Dental & Optical (Within Outpatient Limit) | | 100,000 | 210,000 | 160,000 |
| KEPI, Baby friendly vaccines up to five years and below | |  |  |  |
| **LAST EXPENSE COVER** | | | | |
| Per person | | 100,000 | 100,000 | 100,000 |

**TERMS OF REFERENCE**

WCA now seeks to engage a medical insurance service to provide an enhanced Medical cover for Board Members and Hon MCAs as per the details provided below

1. Provide prompt and satisfactory service on the general management of the Medical Scheme cover, correspondence and claim review meetings.
2. Prepare the Policy Document and any Endorsements there-in and forward to WCA.
3. If the entire policy document is found to be satisfactory, such document will be deposited with the WCA not later than fifteen (15) days of inception of cover.
4. Arrange quarterly meetings to review performance of the policy by 15th of the following quarter.
5. Provide appropriate Medical Scheme improvement recommendations.
6. Such other services as may be related or ancillary to the due performance of the above work.
7. **Objective of the Cover**

## SCOPE OF MEDICAL COVER

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

1. **Duration of Contract**

The period of cover is two years’ subject to annual satisfactory performance review. This Insurance cover will commence from **1st February, 2024 to 30th January, 2025.**

#### Coverage

The Assembly has staff based in the head office in Wajir and operations are field based and there a lot of travelling across all counties.

The cover will provide Indemnity against WCA’s expenses incurred by members, employees their dependents during the period of the policy.

* + Benefits:
  + Inpatient
  + Out-patient
  + Drugs and administration
  + Optical, dental.
  + Maternity
  + Last expenses for member’s spouse and dependents
  + Other benefits:
  + Sum Insured: (Schedule provided)

#### Cancellation Notice of 60 days

1. **Eligibility**

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

#### Proposed Medical Services

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

The medical services must be easily available and accessible to the Members of the Board and staff and their immediate dependents as and when required. The membership comprising of the Board members, staff and their dependents may change from time to time and WCA will update the service provider appropriately.

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

1. *Inpatient Services:*

Provide quality inpatient medical services. The Inpatient scheme should encompass the following benefits:

* Hospitalization including fulldiagnosisandtreatment, discharge fromhospitaland the cost of treatment.
* Post Hospitalization benefits
* Accommodation and meals for care taker, parent/guardian accompanying a child below 12 years.
* Dentaland optical hospitalization resulting froman accident will each be covered within the limits
* The Inpatient opticalanddentaltreatment for illnessnecessitating 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 andpre- existing surgicalconditions.
* Congenital conditions and neonatal expenses
* Inpatient Psychiatric Treatment.
* Laboratory investigations, X-rays, ultrasound, ECG, MRIScans
* 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 threemonths.
* Access to medical specialists whileadmitted.
* Inpatient physiotherapy.
* Gynecological treatment.
* Daysurgeryadmissions 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 Caesariansection.
* Cost of medical circumcision.
* Accident hospitalization
* Rescue and evacuation in case ofemergency
* 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 withinlimit
* 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.
* IncludehospitalaccommodationchargesnetofNHIFasfollows Category A&B– Private Roomwithsink& toiletsubjecttolimit Category C- Standard Private Roomwithsink subjecttolimit
* Any additional benefit(s)should be specified by thebidder
* 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 applyto 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 anti- retroviral drugs;
* Attendance to other opportunistic and terminal diseases such as TB, cancer etc.
* Alcoholism, drug and substance abuse treatment, counselling and rehabilitation services.
* Pre – existing Conditions
* Annual General checkup for members
* Diagnostic X-Ray and Laboratory Tests.
* Radiology X-ray, ultrasound, EEG, ECG and computerized Tomography, MRI scans.
* DentalServices-to includeextraction, rootcanal, fillings, scalingnecessitated bya medical condition.
* Optical services (Frames, lenses (on ophthalmologist prescription only), contact lenses, bi-Focal 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,

1. **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’sproposal(s) indicating:

#### 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 Assembly’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 ofthe parties involved.
* The contractor shall provide WCA with statements on their medical Accounts.

#### Member/Employee Identification

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

#### Employee/Beneficiary Data Management

* The contractor shall be expected to liaise with WCA on matters regarding Employee Data updates.
* The contractor 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 Director General in person or the dedicated contract manager or upon express authorization of either of them.

#### List of Service Providers

* The contractor shall be required to provide a comprehensive list of all the Hospitals, Clinics, Doctors, Specialists, Pharmaciesand 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 WCA panel.

#### Scheme Reports

The Bidder shall be required to provide to WCA 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 WCA from time to time.

#### 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 dependent children below the age of 25 years.

**MEMBERSHIP DETAILS**

Eligibility

The proposed scheme shall cover all permanent employees aswell asthose on contract terms of service. It shall also cover the employee’s spouse and dependent children below the age of 25 years.

1. The total number of employees per category of staff is as follows: -

**ANALYSIS OF TOTAL MEMBERSHIP AND GENDER**

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
|  | | **CATEGORY** | **FEMALE** | **MALE** | **TOTAL** |
|  | | | | | |
| Speaker (Main Member Only) | | A |  | 1 | 1 |
| Clerk | | B |  | 1 | 1 |
| Other Board members | | C | 1 | 1 | 2 |
| MCAs | | D | 14 | 31 | 45 |
| **PRINCIPAL MEMBER AND DEPENDANTS’ SUMMARY** | | | | | |
| WCA -A | Speaker | |  | 1 | 1 |
| Spouse | | 1 |  | 1 |
| Child Dependants | | 2 | 2 | 4 |
| WCA -B | Clerk | |  | 1 | 1 |
| Spouse | | 1 |  | 1 |
| Child Dependants | | 3 | 1 | 4 |
| WCA WCA -C | Other Board Members | | 1 | 1 | 2 |
| Spouse | | 1 | 1 | 2 |
| Child Dependants | | 5 | 3 | 8 |
| WCA -D | MCAs | | 14 | 31 | 45 |
| Spouse | | 12 | 29 | 41 |
| Child Dependants | | 42 | 98 | 140 |
| **TOTAL** | | | 79 | 163 | **238** |

Note serial no.1 to 2 is subject to The Kenya Gazette notice Vol.CXV – No.33 of 1 st March, 2013, and serial no. 4, 5 and 6 subject to SRC circular Ref No: SRC/TS/CGOVT/3/63

1: COVER LIMITS: SCHEDULE OF THE PREMIUMS REQUIRED FOR MEMBERS OF

THE COUNTY ASSEMBLY AND BOARD MEMBERS

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| **Members Category** | **Inpatient Annual**  **cover limit** | **Outpatient Annual**  **Cover** | **Maternity Annual**  **cover limit** | **Dental Cover limit** | **Optical Cover**  **Annual limit** |
| **Member of County Assembly and**  **Speaker** | 3,000,000 | 200,000 | 100,000 | 50,000 | 50,000 |

M+5 – FOR MEMBER OFCOUNTY ASSEMBLY AND BOARD, SPOUSE OR ONE DEPENDANT

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 items to be insured | Descriptions of items to be insured | Value of items to be insured | Major contingencies requiring insurance | Insurance Period | Insurance Premium as per specified Period (Tender  Price) | Price Discount (if any) | Total Insurance Price for Tender Services  (Col’ 5-6) |
| No.1 | Members of the County Assembly and Board  Members |  | Inpatient, Out- patient, Maternity, Optical and  Dental | 12 Months |  |  |  |
| No. 2 | Group Life Assurance |  |  |  |  |  |  |
| TOTAL PREMIUM AMOUNT | | | | | | |  |

**GROUP LIFE INSURANCE (MCAs AND BOARD MEMBERS POLICY)**

|  |  |  |  |
| --- | --- | --- | --- |
| **POLICY** | **GROUP LIFE INSURANCE (MCAS** | | **REMARKS** |
| **AND STAFF)** | |
| PERIOD |  | |  |
| SCOPE OF COVER | Provide compensation for death or | |  |
| disablement resulting from accidental | |
| bodily injury sustained by the | |
| Insured’s MCAs and Service board member. | |
| SUM INSURED | Benefits/Limits – | |  |
| Death; | |
| MCAs & board members | |
| Kshs. 1,623,244 | |
| Medical Expenses- | |
| Kshs.1.5 million per annum, per member / | |
| Staff | |
| EXCESS | NIL | |  |
| CANCELLATION | Sixty (60) Days | |  |
| NOTICE |
| EXTENSIVE CLAUSES | 1. | Age limit: 18-75 years |  |
| 2. | Disappearance |
| 3. | Worldwide cover |
| 4. | Hijack |
| 5. | Riot, strike and civil commotion 6. |
|  | 24-hour cover duty or pleasure, 7. including  aviation risk |

#### SUMMARY OF PRICE SCHEDULE

|  |  |  |  |
| --- | --- | --- | --- |
| NO | **ITEM DESCRIPTIO N** | **DISCOUN T ALLOWE D** | **TOTAL AMOUNT**  (This shall be the tender sum to be filled in the form of  tender.) |
| **1** | **PREMIUM FOR MEDICAL**  **COVER** |  |  |
| **2** | **PREMIUM FOR LIFE ASSURANCE**  **COVER** |  |  |

Name of

Tenderer...................................................................................................................................

...............................................

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

SignatureofTenderer................................................................................................................

...............................................

.................[signature of person signing the Tender

Date

.................................................................................................................................................

...............................................

.....................................................[insert Date]

#### Medical Services Providers

* 1. 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*** | ***Baringo*** |  |  |  |  |  |
| ***2*** | ***Bomet County*** |  |  |  |  |  |
| ***3*** | ***Bungoma County*** |  |  |  |  |  |
| ***4*** | ***Busia County*** |  |  |  |  |  |
| ***5*** | ***Elgeyo/Marakwet County*** |  |  |  |  |  |
| ***6*** | ***Embu County*** |  |  |  |  |  |
| ***7*** | ***Garissa County*** |  |  |  |  |  |
| ***8*** | ***Homa Bay County*** |  |  |  |  |  |
| ***9*** | ***Isiolo County*** |  |  |  |  |  |
| ***10*** | ***Kajiado County*** |  |  |  |  |  |
| ***11*** | ***Kakamega County*** |  |  |  |  |  |
| ***12*** | ***Kericho County*** |  |  |  |  |  |
| ***13*** | ***Kiambu County*** |  |  |  |  |  |
| ***14*** | ***Kilifi County*** |  |  |  |  |  |
| ***15*** | ***Kirinyaga County*** |  |  |  |  |  |
| ***16*** | ***Kisii County*** |  |  |  |  |  |
| ***17*** | ***Kisumu County*** |  |  |  |  |  |
| ***18*** | ***Kitui County*** |  |  |  |  |  |
| ***19*** | ***Kwale County*** |  |  |  |  |  |
| ***20*** | ***Laikipia County*** |  |  |  |  |  |
| ***21*** | ***Lamu County*** |  |  |  |  |  |
| ***22*** | ***Machakos County*** |  |  |  |  |  |
| ***23*** | ***Makueni County*** |  |  |  |  |  |
| ***24*** | ***Mandera County*** |  |  |  |  |  |
| ***25*** | ***Marsabit County*** |  |  |  |  |  |
| ***26*** | ***Meru County*** |  |  |  |  |  |

|  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- |
| ***27*** | ***Migori County*** |  |  |  |  |  |
| ***28*** | ***Mombasa County*** |  |  |  |  |  |
| ***29*** | ***Murang’a County*** |  |  |  |  |  |
| ***30*** | ***Nairobi County*** |  |  |  |  |  |
| ***31*** | ***Nakuru County*** |  |  |  |  |  |
| ***32*** | ***Nandi County*** |  |  |  |  |  |
| ***33*** | ***Narok County*** |  |  |  |  |  |
| ***34*** | ***Nyamira County*** |  |  |  |  |  |
| ***35*** | ***Nyandarua County*** |  |  |  |  |  |
| ***36*** | ***Nyeri County*** |  |  |  |  |  |
| ***37*** | ***Samburu County*** |  |  |  |  |  |
| ***38*** | ***Siaya County*** |  |  |  |  |  |
| ***39*** | ***Taita Taveta County*** |  |  |  |  |  |
| ***40*** | ***Tana River County*** |  |  |  |  |  |
| ***41*** | ***Tharaka Nithi County*** |  |  |  |  |  |
| ***42*** | ***Trans Nzoia County*** |  |  |  |  |  |
| ***43*** | ***Turkana County*** |  |  |  |  |  |
| ***44*** | ***Uasin Gishu County*** |  |  |  |  |  |
| ***45*** | ***Vihiga County*** |  |  |  |  |  |
| ***46*** | ***Wajir County*** |  |  |  |  |  |
| ***47*** | ***West Pokot County*** |  |  |  |  |  |

**Definitions**

**SECTION IV GENERAL CONDITIONS OF CONTRACT**

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

* + 1. “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.
    2. “The Contract Price” means thepricepayabletothetenderer under the Contract for the full and proper performance of its contractual obligations.
    3. “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.
    4. “The Procuring entity” means the organization sourcing for theservices under this Contract.
    5. “The contractor means the individual or firm providing the services under this Contract.
    6. “GCC” means general conditions of contract contained in this section
    7. “SCC” means the special conditions of contract
    8. “Day” means calendar day

**Application**

These General Conditions shall apply to the extent that they arenot superseded by provisions of other part of contract.

**Standards**

* + 1. Theservices provided under this Contract shall conformto the 7 standards mentioned in the Schedule of requirements

###### Patent Right’s

The tenderer shall indemnify the Procuring entity against all third-party claims of infringement ofpatent, trademark, or industrialdesignrightsarisingfromuseoftheservices under the contract or any part thereof.

###### Performance Security

Within twenty-eight (28) days of receipt of the notification of Contract award, the successful tenderershallfurnishtotheProcuringentitytheperformancesecuritywhere applicable in the amount specified in Special Conditions of Contract.

The proceeds of the performance security shall be payable to the Procuring entity as compensationforanylossresultingfromtheTenderer’sfailuretocompleteitsobligations under the Contract.

The performance security shall be denominated in the currency of the Contract, or in a freely convertiblecurrencyacceptabletothe Procuring entityandshallbeintheform of :

* + - 1. Cash.
      2. A bank guarantee.
      3. Such insurance guarantee approved by theAssembly.

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.

**Inspections and Tests**

The Procuring entity or its representative shall have the right to inspect and/or to test the services to confirmtheir conformitytotheContractspecifications. TheProcuringentityshall notify the tenderer in writing, in a timely manner, of the identity of any representatives retained for these purposes.

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.

Should any inspected or tested services fail to conform to the Specifications, the Procuring entity may reject theservices, andthetenderer shalleither replacetherejectedservices or makealterations necessary to meet specification requirements free of cost to the Procuring entity.

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

###### Payment

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

###### Prices

4.8.1 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.

###### Assignment

* + 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.

**Termination for Default**

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:

* + - 1. if the tenderer fails to provideany or all of theservices within theperiod(s) specified in the Contract, or within any extension thereof granted by the Procuring entity.
      2. if the tenderer fails to perform any other obligation(s) under the Contract.
      3. if the tenderer, in the judgment of the Procuring entity has engaged incorrupt or fraudulent practices in competing for or in executing the Contract.

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.

###### Termination of insolvency

Theprocuring entity may at theanytime terminate thecontract 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 anyrightofaction or remedy, which has accrued or will accrue thereafter to the procuring entity.

**Termination for convenience**

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.

For theremainingpart of thecontract after terminationtheprocuringentitymayelect tocancel the services and pay to the contractor on agreed amount for partially completed services.

**Resolution of disputes**

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.

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.

**Governing Language**

4.14.1 The contract shall be written in the English language. All correspondence and other documents pertaining tothe contract, whichareexchanged bythe parties, shall be written in thesamelanguage.

**Force Majeure**

* + 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.

**Applicable Law.**

Thecontractshall be interpreted in accordancewiththelaws of Kenya unlessotherwisespecifiedin the SCC

**Notices**

Anynotices given byone partyto 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

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

## SECTION V - SPECIAL CONDITIONS OF CONTRACT

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.

Special conditions of contract with reference to the general conditions of contract.

|  |  |
| --- | --- |
| **General**  **conditions of** | **Special conditions of contract** |
| **contract reference** |
| 2.7 | Specifyperformancesecurityifapplicable: **5% of Contract Sum** |
| Specifymethod Payments. **Paymentstobemadeonannuallyup front before commencement ofcover** |
| Specify price adjustments allowed. **None** |
| Specify resolution of disputes. **Disputes to be settled as per the Arbitration Laws of Kenya** |
| Specify applicable law. **Laws of Kenya** |
| **Client: The County Assembly of Wajir** |
| **P. O. Box 495-70200** |
| **Wajir.** |
| Other’s as necessary | Complete as necessary |

## SECTION VI - STANDARD FORMS

Notes on the standard Forms

* + - 1. **Form of Tender-** The form of Tender must be completed by the tenderer and submitted with the tender documents. It must alsobedulysignedby dulyauthorizedrepresentatives of the tenderer.
      2. **FormatofTenderSecurity Instrument**-Whenrequiredbythetenderdocumentthe tenderer shall provide the tender security in the form included hereinafter.
      3. **Contract Form -** The contract form shall not be completed by the tenderer at the time of submitting the tender. The contract form shall be completed after contract award and should incorporate the accepted contractprice.
      4. **Confidential Business Questionnaire Form** -This form must be completed by the tenderer and submitted with the tender documents.
      5. **Performance security Form** - The performance security form should not be completed by the tenderer at the time of tender preparation. Only the successful tenderer will be required to provide performance security in the form provided herein or in another form acceptable to the procuring entity.
      6. **self-declaration** that the person/tenderer is not debarred in the matter of the public procurement and asset disposal act 2015.
      7. **self-declaration** that the person/tenderer will not engage in any corrupt or fraudulent practice.

To: **The Director General**

## FORM OF TENDER

Date Tender No.

**County Assembly of Wajir P. O. Box 53535-00200**

**NAIROBI**

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 and Life Assurance 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 andmade part of this Tender. (NBThe tender sum should the total premium for ONE years).

* 1. We undertake, ifour Tenderisaccepted, todeliver the Servicesinaccordancewiththedelivery schedule specified in the Schedule of Requirements.
  2. 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.
  3. We are not participating, as Tenderers, in more than one Tender in this Tendering process.
  4. Our firm, its affiliates or subsidiaries – including any subcontractors or suppliers for any partof the contract – has not been declared ineligible by the Government of Kenya under Kenyan laws.
  5. Untila formal Contractispreparedandexecuted, 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.
  7. We certify/confirm that we comply with the eligibilityrequirementsasper ITT Clause 3 of the Tender documents

Dated this day of 20 .

*(Name)*

*[Signature] [in the capacity of]*

Duly authorized to sign Tender for and on behalf of

## FORMAT OF TENDER SECURITY INSTRUMENT

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”)

KNOW ALL PEOPLE by these presents that WE ………………… of [Name of

Insurance Company / Bank] having our registered office at (Hereinafter called

“the Guarantor”), arebound unto [*Name of Procuring Entity*] (Hereinafter

called “the Procuring Entity”) in the sumof (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 by these presents.

Sealed with the Common Seal of the said Guarantor this day of \_ 20 .

THE CONDITIONS of this obligation are:

1. Ifafter tender opening the tenderer withdraws his tender during the period of tender validity specified in the instructions to tenderers, Or
2. Ifthe tenderer, having beennotifiedoftheacceptanceofhistender bythe Employer during the period of tender validity:
   1. failsorrefusesto executetheformof Agreement in accordancewiththe Instructions to Tenderers, if required; or
   2. failsorrefusestofurnishthePerformanceSecurity, inaccordancewiththe 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 Guarantor not later than the said date.

*[Date ] [Signature of theGuarantor]*

*[Witness] [Seal]*

#### 3 CONFIDENTIAL BUSINESS QUESTIONNAIRE

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

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

Part 1 General

Business Name.......................................................................................................................

Location of Business Premises .............................................................................................

Plot No, ..........................................................Street/Road.....................................................

Postal address ........................……..……Tel No. ................………………………………

Fax ……………………………………… Email..................................................................

Nature of Business ................................................................................................................

Registration Certificate No. ...................................................................................................

Maximum value of business which you can handle at any one time – Kshs.........................

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. …………………………………………………………………………………………  4. ………………………………………………………………………………………… |
|  | Part 2 (c) – Registered Company  Private or Public  State the nominal and issued capital of company Nominal Kshs.  Issued Kshs.  Given details of all directors as follows  Name Nationality Citizenship details Shares  1. …………………………………………………………………………………………  2. …………………………………………………………………………………………  3. …………………………………………………………………………………………  4. ………………………………………………………………………………………… |
|  | Date……………………………………….Signature of Candidate……………………….. |

#### 4 CONTRACT FORM

THIS AGREEMENT made the ....... day of 20 between…………[name of procurement entity] of [countryofProcuremententity](hereinaftercalled

“the Procuring entity”) of the one part and [name of tenderer] of

……….[city and country of tenderer](hereinafter called “the tenderer”) of the other part.

WHEREAS the procuring entity invited tenders for certain materials and spares. Viz [brief descriptionofmaterialsandspares] andhasacceptedatender

by the tenderer for the supply of those materials and spares in the spares in the sum of

………………………………………[contract price in words and figures] 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 formand be read and construed as part of this Agreement, viz.:
   1. the Tender Form and the Price Schedule submitted by the tenderer;
   2. the Schedule of Requirements;
   3. the Technical Specifications;
   4. the General Conditions of Contract;
   5. the Special Conditions of Contract; and
   6. The Procuring entity’s Notification of award.
3. In consideration of the payments to be made by the Procuring entity to the tenderer ashereinafter mentioned, the tenderer hereby covenants with the Procuring entity to provide the materials and spares and to remedy defects therein in conformity in all respects with the provisions of the Contract
4. The Procuring entity hereby covenants to pay the tenderer in consideration of the provision of the materials and spares and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the contract at the times and in the manner prescribed by the contract.

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

Signed, sealed, deliveredby the (forthe Procuring entity) Signed, sealed, deliveredby the (for the tenderer) in thepresenceof .

#### PERFORMANCE SECURITY FORM

To:

…………………………………………………………………………………………….

.

[Name of the Procuring entity] WHEREAS

...................................................................[name oftenderer]

(Hereinafter called “the tenderer”) has undertaken, in pursuance of Contract No. [reference numberofthecontract] dated 20 to

Supply……………………………………………………………………………

………..

[Description services](Hereinafter called “the contract”)

AND WHEREAS it bas 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 untilthe day of 20 Signature and seal of theGuarantors

### [name of bank or financial institution]

*[address]*

*[date]*

*(Amend accordingly if provided by Insurance Company)*

###### 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 herebymake 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.

1. THAT the aforesaid Bidder, its Directors and subcontractors have not been debarred from participating in procurement proceeding under Part IV of the Act.
2. THAT what is deponed to herein above is true to the best of my knowledge, information and belief.

………………………………….

……………………………….

……………………… (Title) (Signature) (Date)

Bidder Official Stamp

###### 7. SELF DECLARATION THAT THE PERSON/TENDERER WILL NOT ENGAGE IN ANY CORRUPT OR FRAUDULENT PRACTICE.

I, …………………………………….of P. O. Box ………………………. being a resident of

………………………………….. in the Republic of doherebymakeastatementasfollows:-

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.

1. 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.

1. THAT theaforesaid Bidder, its servantsand/oragents/subcontractorshavenotofferedanyinducement to any member of the Board, Management, Staff and/or employees and/or agents of

……………………..(name of the procuring entity)

1. THAT the aforesaid Bidder will not engage /has not engaged in any corrupt practice with other bidders participating in the subject tender
2. THAT what is deponed to herein above is true to the best of my knowledge information and belief.

|  |  |  |
| --- | --- | --- |
| ………………………………  …………. | ……………………  ……….. | ………………  ……… |
| (Title)  Bidder’s Official Stamp | (Signature) | (Date) |