



COUNTY GOVERNMENT OF ISILOLO



COUNTY GOVERNMENT OF ISILOLO

OFFICE OF CHIEF OFFICER PUBLIC SERVICE MANAGEMENT & ICT

P. O. BOX 36 - 60300

ISILOLO, KENYA

TENDER DOCUMENT

**PROVISION OF GROUP LIFE POLICY
COVER, GROUP PERSONAL ACCIDENT
POLICY COVER & WORK INJURY
BENEFITS ACT INSURANCE POLICY
COVER for financial year 2020/2021.**

CLOSING DATE AND TIME: 28/08/2020 2020 AT 11:00 AM.

COUNTY GOVERNMENT OF ISIOLO

P. O. BOX 36 - 60300, ISIOLO - KENYA

www.isiolo.go.ke

TENDER

NOTICE

The COUNTY GOVERNMENT OF ISIOLO invites eligible competent bidders for the following tenders:-

TENDER	Tender Item Description
ICG/PSM/001/2020 -2021	Provision of group life policy cover, group personal accident &work injury benefit act insurance policy cover for financial year 2020/2021.

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INTRODUCTION

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

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

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

I. Tender number.

II. Tender name.

III. Name of procuring entity.

1. INTRODUCTION AND BACKGROUND

COUNTY GOVERNMENT OF ISIOLO is a county in the former Eastern province of Kenya, and its capital is Isiolo. The county two constituents (Isiolo North and Isiolo South). At present Isiolo County Government has a total of 1339 employees.

2. Government of Isiolo provides group life insurance to its employees as a part of its employee benefit package. In this regard we are looking for

1. Group Life Insurance Policy of CGI

County an INSURANCE UNDERWRITER to provide this policy for the one financial year 2020-2021.

- a. The group insurance scheme shall include all the employees from the date of their joining county Government of Isiolo.
- b. In case of the covered employees the amount of the group insurance cover shall be determined at 5 years of their gross salary
- c. If the salary changes due to the change of the salary structure or promotion, the amount of group insurance shall be resettled.

Brief Description of Assignment:

County Government of Isiolo expects the following services for its employees from the Applicant Insurance Company

a. Life Coverage

1. Death benefit: for all covered employees due to natural death causes, accidental, Occupational accident or illness.
2. Permanent & Total Disability (PTD). To provide payment of the benefit if the assured is totally and permanently disabled due to illness, accidental and occupational causes
3. Last Expense: (LE) – Payable to the family of the deceased within 48hours of receipt of notification of death within the cover period
4. Free Cover Limit: Free cover limit subject to 5 times gross pay
5. No exclusion on HIV & AIDS, Passive war, passive acts of terrorism, act of foreign enemy, hostility or warlike operation, civil war, rebellion, revolution, insurrection, military or usurped power or popular rising martial law, strike, riot, civil commotion or mutiny.
6. Cover to be on 24 hours' worldwide basis.
7. Any other types of benefits that the Applicant Company may offer besides the above mentioned benefits.

2. Group Personal Accident (staff) Policy Cover

This policy is to cover employees due to any form of accidental injury, Occupational accident or illness. This policy is aimed to cover all county employees.

3. Group Personal Accident (Directors) Policy Cover.

This policy is to cover the Directors on the following

- a. Accidental death
- b. Permanent Total Disablement
- c. Temporality total disability actual weekly benefits

4. Work Injury Benefit Act (WIBA) Policy cover

This policy is to cover employees as a result of an occupational accident while at the workplace and or while performing activities associated with his or her work including when traveling to and from the workplace.

This policy is aimed to cover all the employees of the insured

Roles and Responsibilities

a. Roles and Responsibilities of the Applicants:

- 1. Expected Services to be delivered.
- 2. Prompt Claim settlement.
- 3. Easy Administrative Procedure.

b. Roles and Responsibilities of County Government Of Isiolo

- 1. To pay the premium on regular basis
- 2. Provide current staff details and update on any changes
- 3. Provide details of staff and their beneficiaries as it will be required for compensation

SECTION I - INVITATION FOR TENDERS

TENDER REF. NO: ICG/PSM/001/2020 -2021

TENDER NAME: Provision of Group life policy cover, Group personal accident & Work injury Benefit Act insurance policy cover for financial year 2020/2021.

- 1.1 The COUNTY GOVERNMENT OF ISIOLO invites sealed tenders from eligible candidates for Provision of Work Injury Benefit (WIBA) Insurance service.
- 1.2 Interested eligible candidates may obtain further information from the **Human resource Office** during normal office working hours.
- 1.3 A complete set of tender documents may be obtained by interested candidates by downloading it from our website www.isiolo.go.ke
- 1.4 Prices quoted should be net inclusive of all taxes, and delivery costs, must be in Kenya Shillings and shall remain valid for **120 days** from the closing date of the tender.
- 1.5 Completed tender documents are to be enclosed in plain sealed envelopes, marked with the tender number and name and be deposited in the **Tender Box at County Treasury Office, and be addressed to Head Supply Chain Management, COUNTY GOVERNMENT OF ISIOLO, Box 36-60300 so as to be received on or before Friday, 28/08/2020 AT 11:00 AM .**
- 1.6 Tenders will be opened immediately thereafter in the presence of the candidates representatives who choose to attend at **County Treasury**

SECTION II - INSTRUCTION TO TENDERERS
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**SECTION II - INSTRUCTIONS
O TENDERERS**

2.1. Eligible Tenderers

- 2.1.1 This Invitation for Tenders is open to all tenderers eligible as described in the Appendix to Instructions to Tenderers. Successful tenderers shall provide the services for the stipulated duration from the date of commencement as per the signed agreement date/ specified in the tender documents.
- 2.1.2 The County Government 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 66 of the PPADA Act 2015.
- 2.1.3 Tenderers shall provide the qualification information statement that the tenderer (including all members of a joint venture and subcontractors) is not associated, or have been associated in the past, directly or indirectly, with a firm or any of its affiliates which have been engaged by the CHIEF OFFICER PSM to provide consulting services for the preparation of the design, specifications, and other documents to be used for the procurement of the services under this Invitation for tenders.
- 2.1.4 Tenderers involved in the corrupt or fraudulent practices or debarred from participating in public procurement shall not be eligible.

2.2 Cost of Tendering

- 2.2.1 The Tenderer shall bear all costs associated with the preparation and submission of its tender, and the CHIEF OFFICER PSM, will in no case be responsible or liable for those costs. Regardless of the conduct or outcome of the tendering process
- 2.2.2 There is no price to be charged for the tender document.
- 2.2.2 The CHIEF OFFICER PSM shall allow the tenderer to review the tender document free of charge in the website.

2.3 Contents of Tender Document

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

- (ii) General Conditions of Contract
- (iii) Special Conditions of Contract
- (iv) Schedule of Requirements
- (v) Details of Insurance Cover
- (vi) Form of Tender
- (vii) Price Schedules
- (viii) Contract Form
- (ix) Confidential Business Questionnaire Form
- (x) Tender security Form
- (xi) Performance security Form
- (xii) Insurance Company's Authorization Form
- (xiii) Declaration Form
- (xiv) Request for Review Form

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

2.4 Clarification of Tender Documents

2.4.1 A Candidate making inquiries of the tender documents may notify the CHIEF OFFICER PSM by post or by email at the procuring entity's address indicated in the Invitation for tenders. The CHIEF OFFICER PSM 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 CHIEF OFFICER PSM. 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 CHIEF OFFICER PSM shall reply to any clarifications sought by the tenderer within three (3) days of receiving the request to enable the tenderer to make timely submission of its tender.

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

2.5 Amendment of Tender Documents

2.5.1 At any time prior to the deadline for submission of tenders, the CHIEF OFFICER PSM, 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 and 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 CHIEF OFFICER PSM, 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 CHIEF OFFICER PSM, shall be written in English language. Any printed literature furnished by the tenderer may be written in another language provided they are accompanied by an accurate English translation of the relevant passages in which case, for purposes of interpretation of the tender, the English translation shall govern.

2.7. Documents Comprising the Tender

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

- (a) A Tender Form and a Price Schedule completed in accordance with paragraph 2.8, 2.9 and 2.10 below
- (b) Documentary evidence established in accordance with paragraph 2.1.2 that the tenderer is eligible to tender and is qualified to perform the contract if its tender is accepted;
- (c) Tender security furnished in accordance with paragraph 2.12 (if applicable)
- (d) Declaration Form.

2.8. Form of Tender

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

2.9. Tender Prices

2.9.1 The tenderer shall indicate on the form of tender and the appropriate Price Schedule the unit prices and total tender price of the services it proposes to provide under the contract.

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

2.9.3 Prices quoted by the tenderer shall remain fixed during the Term of the contract unless otherwise agreed by the parties. A tender submitted with an adjustable price quotation will be treated as non-responsive and will be rejected, pursuant to paragraph 2.20.5

2.10. Tender Currencies

2.10.1 Prices shall be quoted in Kenya Shillings

2.11. Tenderers Eligibility and Qualifications

- 2.11.1 Pursuant to paragraph 2.1 the tenderer shall furnish, as part of its tender, documents establishing the tenderers eligibility to tender and its qualifications to perform the contract if it's tender is accepted.
- 2.11.2 The documentary evidence of the tenderer's qualifications to perform the contract if its tender is accepted shall establish to the CHIEF OFFICER PSM'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 **two per cent (2%)** of the tender price.
- 2.12.3 The tender security is required to protect the CHIEF OFFICER PSM against the risk of Tenderer's conduct which would warrant the security's forfeiture, pursuant to paragraph 2.12.7
- 2.12.4 The tender security shall be denominated in Kenya Shillings or in another freely convertible currency, and shall be in the form
- a) Cash.
 - b) A bank guarantee.
 - c) Such insurance guarantee approved by the Authority.
 - d) Letter of credit.
- 2.12.5 Any tender not secured in accordance with paragraph 2.12.1. And 2.12.3 shall be rejected by the Procuring entity as non-responsive, pursuant to paragraph 2.20.5
- 2.12.6 Unsuccessful Tenderer's tender security will be discharged or returned as promptly as possible but not later than thirty (30) days after the expiration of the period of tender validity
- 2.12.7 The successful Tenderer's tender security will be discharged upon the tenderer signing the contract, pursuant to paragraph 2.29, and furnishing the performance security, pursuant to paragraph 2.30

2.12.8 The tender security may be forfeited:

- (a) If a tenderer withdraws its tender during the period of tender validity.
- (b) in the case of a successful tenderer, if the tenderer fails:
 - (i) to sign the contract in accordance with paragraph 2.29 or
 - (ii) To furnish performance security in accordance with paragraph 2.30.
- (c) If the tenderer reject correction of an arithmetic error in the tender.

2.13. Validity of Tenders

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

2.13.2 In exceptional circumstances, the Procuring entity may solicit the Tenderer's consent to an extension of the period of validity. The request and the responses thereto shall be made in writing. The tender security provided under paragraph 2.12 shall also be suitably extended. A tenderer granting the request will not be required nor permitted to modify its tender.

2.14. 2.14. Format and Signing of Tenders

2.14.1 The presentation of tender will be of **two (2) envelope method** the tenderer shall prepare an original and a copy marking each "ORIGINAL TENDER" and "COPY OF TENDER," as appropriate. In the event of any discrepancy between them, the original shall govern.

2.14.2 The original and all copies of the tender shall be typed or written in indelible ink and shall be signed by the tenderer or a person or persons duly authorized to bind the tenderer to the contract. All pages of the tender, except for un-amended printed literature, shall be initialed by the person or persons signing the tender.

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

2.14.4 The tender document shall be serialized and initialed by the officer authorized to sign on behalf of the company.

2.14.5 The tender document must be well bound and not by spiral binding.

2.15 Sealing and Marking of Tenders

2.15.1 The tenderer shall seal the original and the copy of the tender in separate envelopes, duly marking as "ORIGINAL TENDER" and "COPY OF TENDER". The envelopes shall then be sealed in an outer envelope.

2.15.2 The inner and outer envelopes shall:

- (a) Be addressed to the CHIEF OFFICER PSM at the address given in the Invitation to Tender.
- (b) Bear tender number and name in the invitation to tender and the words, **"DO NOT OPEN BEFORE FRIDAY, 28TH AUGUST, 2020, AT 11:00 AM.**
- (c) 2.15.3 The inner envelopes shall also indicate the name and address of the tenderer to enable the tender to be returned unopened in case it is declared "late".

2.15.4 If the outer envelope is not sealed and marked as required by paragraph 2.15.2, the CHIEF OFFICER PSM will assume no responsibility for the tender's misplacement or premature opening.

2.16. Deadline for Submission of Tenders

- 2.16.1 Tenders must be received by the CHIEF OFFICER PSM at the address specified under paragraph 2.15.2 not later than **Friday, 28/08/2020 AT 10AM.**
- 2.16.2 The CHIEF OFFICER PSM may, at its discretion, extend this deadline for the submission of tenders by amending the tender documents in accordance with paragraph 2.5.3 in which case all rights and obligations of the CHIEF OFFICER PSM and candidates previously subject to the deadline will thereafter be subject to the deadline as extended.
- 2.16.3 Bulky tenders which will not fit the tender box shall be received by the procuring entity as provided for in the appendix.

2.17. Modification and Withdrawal of Tenders

- 2.17.1 The tenderer may modify or withdraw its tender after the tender's submission, provided that written notice of the modification, including substitution or withdrawal of the tenders, is received by the CHIEF OFFICER PSM prior to the deadline prescribed for submission of tenders.
- 2.17.2 The tenderer's modification or withdrawal notice shall be prepared, sealed, marked and dispatched in accordance with the provisions of paragraph 2.15. a withdrawal notice may also be sent by fax or email but followed by a signed confirmation copy, postmarked not later than the deadline for submission of tenders.
- 2.17.3 No tender may be modified after the deadline for submission of tenders.
- 2.17.4 No tender may be withdrawn in the interval between the deadline for submission of tenders and the expiration of the period of tender validity. Withdrawal of a tender during this interval may result in the Tenderer's forfeiture of its tender security, pursuant to paragraph 2.12.7.

2.18. Opening of Tenders

- 2.18.1 The CHIEF OFFICER PSM will open all tenders in the presence of tenderers' representatives who choose to attend, on **Friday, 28th, August, 2020 AT 11:00 AM** and in the location specified in the invitation for tenders. The tenderers' representatives who are present shall sign a register evidencing their attendance
- 2.18.2 The tenderers' names, tender modifications or withdrawals, tender prices, discounts, and the presence or absence of requisite tender security and such other details as the Procuring entity, at its discretion, may consider appropriate, will be announced at the opening.
- 2.18.3 The CHIEF OFFICER PSM will prepare minutes of the tender opening, which will be submitted to tenderers that signed the tender opening register and will have made the request.

2.19 Clarification of Tenders

- 2.19.1 To assist in the examination, evaluation and comparison of tenders the CHIEF OFFICER PSM may, at its discretion, ask the tenderer for a clarification of its tender. The request for clarification and

the response shall be in writing, and no change in the prices or substance of the tender shall be sought, offered, or permitted.

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

2.20 Preliminary Examination and Responsiveness

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

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

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

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

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

2.21. Conversion to single currency

2.21.1 Where other currencies are used, the CHIEF OFFICER PSM 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 CHIEF OFFICER PSM will evaluate and compare the tenders which have been determined to be substantially responsive, pursuant to paragraph 2.20

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

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

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

(a) Operational Plan

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

(b) Deviation in payment schedule

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

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

2.23. Contacting the Procuring entity

2.23.1 Subject to paragraph 2.19 no tenderer shall contact the CHIEF OFFICER PSM 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 CHIEF OFFICER PSM in its decisions on tender evaluation, tender comparison, or contract award may result in the rejection of the Tenderers' tender.

2.24 Post-qualification

- 2.24.1 The CHIEF OFFICER PSM will verify and determine to its satisfaction whether the tenderer that is selected as having submitted the lowest evaluated responsive tender is qualified to perform the contract satisfactorily.
- 2.24.2 The determination will take into account the tenderer financial and technical capabilities. It will be based upon an examination of the documentary evidence of the tenderers qualifications submitted by the tenderer, pursuant to paragraph 2.11.2. as well as such other information as the CHIEF OFFICER PSM 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 CHIEF OFFICER PSM will proceed to the next lowest evaluated tender to make a similar determination of that Tenderer's capabilities to perform satisfactorily.

2.25 Award Criteria

- 2.25.1 Subject to paragraph 2.29 the CHIEF OFFICER PSM will award the contract to the successful tenderer whose tender has been determined to be substantially responsive and has been determined to be the lowest evaluated tender, provided further that the tenderer is determined to be qualified to perform the contract satisfactorily.
- 2.25.2 To qualify for contract awards, the tenderer shall have the following:-
- (a) Necessary qualifications, capability experience, services, equipment and facilities to provide what is being procured.
 - (b) Legal capacity to enter into a contract for procurement
 - (c) Shall not be insolvent, in receivership, bankrupt or in the process of being wound up and is not the subject of legal proceedings relating to the foregoing.
 - (d) Shall not be debarred from participating in public procurement.

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

- 2.26.1 The CHIEF OFFICER PSM 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 CHIEF OFFICER PSM's action. If the CHIEF OFFICER PSM

determines that none of the tenders is responsive, the CHIEF OFFICER PSM shall notify each tenderer who submitted a tender.

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

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

2.27 Notification of Award

- 2.27.1 Prior to the expiration of the period of tender validity, the CHIEF OFFICER PSM will notify the successful tenderer in writing that its tender has been accepted.
- 2.27.2 The notification of award will signify the formation of the contract subject to the signing of the contract between the tenderer and the CHIEF OFFICER PSM pursuant to clause 2.9. Simultaneously the other tenderers shall be notified that their tenders were not successful.
- 2.27.3 Upon the successful Tenderer's furnishing of the performance security pursuant to paragraph 2.29 the CHIEF OFFICER PSM will promptly notify each unsuccessful Tenderer and will discharge its tender security, pursuant to paragraph 2.12

2.27 Signing of Contract

- 2.28.1 At the same time as the CHIEF OFFICER PSM notifies the successful tenderer that its tender has been accepted, the CHIEF OFFICER PSM will simultaneously inform the other tenderers that their tenders have not been successful.
- 2.28.2 Within fourteen (14) days of receipt of the Contract Form, the successful tenderer shall sign and date the contract and return it to the CHIEF OFFICER PSM.
- 2.28.3 The contract will be definitive upon its signature by the two parties.
- 2.28.4 The parties to the contract shall have it signed within 30 days from the date of notification of contract award unless there is an administrative review request.

2.29 Performance Security

- 2.29.1 The successful tenderer shall furnish the performance security in accordance with the Conditions of Contract, in a form acceptable to the CHIEF OFFICER PSM.
- 2.29.2 Failure by the successful tenderer to comply with the requirement of paragraph 2.29 or paragraph 2.30.1 shall constitute sufficient grounds for the annulment of the award and forfeiture of the tender security, in which event the CHIEF OFFICER PSM may make the award to the next lowest evaluated tender or call for new tenders.

2.30 Corrupt or Fraudulent Practices

- 2.30.1 The CHIEF OFFICER PSM requires that tenderers observe the highest standard of ethics during the procurement process and execution of contracts. A tenderer shall sign a declaration that he has not and will not be involved in corrupt or fraudulent practices.
- 2.30.2 The CHIEF OFFICER PSM will reject a proposal for award if it determines that the tenderer recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question

2.30.3 Further a tenderer who is found to have indulged in corrupt or fraudulent practices risks being debarred from participating in public Procurement in Kenya.

APPENDIX TO INSTRUCTIONS TO TENDERERS

Notes on the Appendix to the Instruction to Tenderers

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

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

INSTRUCTIONS TO TENDERERS	PARTICULARS OF APPENDIX TO INSTRUCTIONS TO TENDERERS.
2.1	Firms Offering Group life cover, Group personal accident and Work Injury Benefit (WIBA) Insurance cover Services Registered in Kenya. The Successful tenderer shall provide the services for the period as shall be specified in the contract.
2.10	Prices shall be quoted in Kenya Shillings.
2.11	For the purposes of establishing its eligibility, the tenderer shall furnish: i)certified Certificate of incorporation, ii)certified Certificate of tax compliance, iii)PIN and VAT Registration Certificate, iv)Company Profile on the provided business questionnaire, v) Valid Single Business Permit 2020, vi) Must submit membership of Association of Kenya Insurance. vii) Litigation history of the company(provide duly signed self-sworn affidavit for both court and arbitration)
2.12	Tender Security:- Tenderers SHALL sign Tender Securing Declaration form.
2.16.3	Bulky tenders which will not fit in the tender box shall be delivered and registered at the Procurement Office.
Other's necessary	As Right to award Contract:- The COUNTY GOVERNMENT OF ISIOLO reserves the right to award the contract in whole or in part without any change in the Unit price or other terms and conditions.

SECTION III - GENERAL CONDITIONS OF CONTRACT

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SECTION III GENERAL CONDITIONS OF CONTRACT

3.1. Definitions

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

- (a) "The Contract" means the agreement entered into between the Procuring entity and the tenderer, as recorded in the Contract Form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
- (b) "The Contract Price" means the price payable to the tenderer under the Contract for the full and proper performance of its contractual obligations
- (c) "The Services" means services to be provided by the tenderer including any documents, which the tenderer is required to provide to the Procuring entity under the Contract.
- (d) "The Procuring entity" (in this case CHIEF OFFICER PSM - COUNTY GOVERNMENT OF ISIOLO) is the organization procuring the services under this Contract.
- (e) "The Contractor" means the organization or firm providing the services under this Contract.
- (f) "GCC" means the General Conditions of Contract contained in this section.
- (g) "SCC" means the Special Conditions of Contract.
- (h) "Day" means calendar day.

3.2. Application

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

3.3. Standards

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

3.4. Use of Contract Documents and Information

3.4.1 The Contractor shall not, without the CHIEF OFFICER PSM'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 CHIEF OFFICER PSM 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 CHIEF OFFICER PSM's prior written consent, make use of any document or information enumerated in paragraph 2.4.1 above.

3.4.3 Any document, other than the Contract itself, enumerated in paragraph 2.4.1 shall remain the property of the CHIEF OFFICER PSM and shall be returned (all copies) to the CHIEF OFFICER PSM on completion of the contract's or performance under the Contract if so required by the CHIEF OFFICER PSM.

3.5. Patent Rights

3.5.1 The Contractor shall indemnify the CHIEF OFFICER PSM 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 CHIEF OFFICER PSM the performance security where applicable in the amount specified in SCC

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

3.6.3 The performance security shall be denominated in the currency of the Contract, or in a freely convertible currency acceptable to the CHIEF OFFICER PSM and shall be in the form of: a) Cash.

b) A bank guarantee.

c) Such insurance guarantee approved by the Authority.

d) Letter of credit.

3.6.4 The performance security will be discharged by the CHIEF OFFICER PSM and returned to the Candidate not later than thirty (30) days following the date of completion of the Contractor's performance of obligations under the Contract, including any warranty obligations, under the Contract.

3.7. Delivery of services and Documents

3.7.1 Delivery of the services shall be made by the Contractor in accordance with the terms specified by the CHIEF OFFICER PSM in the schedule of requirements and the special conditions of contract

3.8. Payment

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

3.8.2. Payment shall be made promptly by the CHIEF OFFICER PSM, but in no case later than sixty (60) days after submission of an invoice or claim by the contractor

3.9. Prices

3.9.1 Prices charges by the contractor for Services performed under the Contract shall not, with the exception of any price adjustments authorized in SCC vary from the prices quoted by the tenderer in its tender or in the CHIEF OFFICER PSM's request for tender validity extension the case may be. No variation in or modification to the terms of the contract shall be made except by written amendments signed by the parties.

3.9.2 Contract price variations shall not be allowed for contracts not exceeding one year (12 months)

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

3.9.4 Price variation requests shall be processed by the procuring entity within 30 days of receiving the request.

3.10. Assignment

3.10.1 The Contractor shall not assign, in whole or in part, its obligations to perform under this Contract, except with the CHIEF OFFICER PSM's prior written consent.

3.11. Termination for Default

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

- (a) If the Contractor fails to provide any or all of the services within the period(s) specified in the Contract, or within any extension thereof granted by the CHIEF OFFICER PSM.
- (b) If the Contractor fails to perform any other obligation(s) under the Contract

- (c) If the Contract in the judgment of the CHIEF OFFICER PSM has engaged in corrupt or fraudulent practices in competing for or in executing the contract

3.11.2 In the event the CHIEF OFFICER PSM terminates the contract in whole or in part, it may procure, upon such terms and in such manner as it deems appropriate, services similar to those undelivered, and the Contractor shall be liable to the CHIEF OFFICER PSM for any excess costs for such similar services. However the contractor shall continue performance of the contract to extent not terminated.

3.12. Termination for Insolvency

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

3.13. Termination for Convenience

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

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

3.14 Resolution of Disputes

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

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

3.15. Governing Language

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

3.16. Applicable Law

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

3.17 Force Majeure

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

3.18 Notices

3.18.1 Any notices given by one party to the other pursuant to this contract shall be sent to the other party by post or by Fax or Email and confirmed in writing to the other party's address specified in the SCC.

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

SECTION IV - SPECIAL CONDITIONS OF CONTRACT

4.1. CONDITIONS TO BE MET BY THE INSURANCE COMPANY

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

4.1.2 Must have done annual gross premiums in previous year of **Kshs.1.2 billion** (attach proof)

4.1.3 Must have paid up capital of at least **Kshs.700M** (attach proof)

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

4.1.5 Must submit a copy of the audited accounts for the previous year (2019)

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

4.1.7 Must submit copies of the following documents;

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

(b) Tax Compliance Certificate.

(c) Certified Certificate of Registration/Incorporation

(d) Valid Single Business Permit 2020.

(e) Company Profile

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

4.1.9 Proof of handling equivalent risks (WIBA).

4.1.10 Bid security 2% of quoted amount.

Reference of general conditions of Contract	Special condition of contract
3.6 Performance security	2% of the quoted amount (mandatory)
3.7 Delivery of Services	Commencement of the service as per the terms of contract agreement
3.8 Payment	One-off payment on insurance premium finance.
3.9 Price adjustment	<u>Shall not be done on mathematical errors. Price variation for contracts not exceeding 12 months shall not be permitted.</u>
3.16 Applicable law	Laws of Kenya
3.18 Notices	Successful tenderer shall provide services as they are agreed in contract including honoring jure documented claims within 30 days

SECTION V - SCHEDULE OF REQUIREMENTS

TERMS OF REFERENCE (TOR) FOR PROVISION OF Group life, GPA &WIBA INSURANCE POLICIES

PROPOSED INSURED:	
CLASS OF INSURANCE:	Placement of Group life, GPA, WIBA insurance policies.
PERIOD:	12 Months from the Commencement Date
COVER:	Legal liability in respect of accidental death, bodily injury or illness/disease as declared arising out of and in the course of Employment
INSURED PERSONS:	Actual No. 1339

BENEFITS &
LIMITS:

- i. Accidental Death while in service – 96 months
 - ii. Permanent and Total Disability (loss of salary) – 96 months earnings
-

	<ul style="list-style-type: none"> iii. Temporary Total Disability (actual temporary loss of earnings) - Earnings of not less than 52 weeks iv. Medical expenses as a result of an accident while on duty- not less than KShs. 100,000/- per person per Accident v. Funeral Expenses – not less than 50,000/- per person vi. The Sum assured: five(9) times the annual income vii. The schedule is made up of the current beneficiary annual Income viii. Evacuation ix. Exclusions should be named if.
Output Deliverables	<ul style="list-style-type: none"> i. Undertake a scope of cover and claims procedure ii. Provide quarterly claims update on injured employees iii. Give regular endorsements of the added staff and premiums due as and when this happens.
Network Coverage	<ul style="list-style-type: none"> i. Full details of towns where the insurance underwriting company is represented ii. The appointed Hospitals, clinics and Doctors all over the country that can be accessed by County employees. iii. Full details of the cover in and outside Kenya and all exclusions that are applicable
Case Management	<ul style="list-style-type: none"> i. Give a detailed report on how the cover is going to be Administered

2. COUNTY GOVERNMENT of Isiolo provides group life insurance to its employees as a part of its employee benefit package. In this regard we are looking for

1. Group Life Insurance Policy of CGI

CGI is looking for an INSURANCE UNDERWRITER to provide this policy for the one financial year 2020-2021.

d. The group insurance scheme shall include all the employees from the date of their joining county Government of Isiolo.

e. In case of the covered employees the amount of the group insurance cover shall be determined at 5 years of their gross salary

f. If the salary changes due to the change of the salary structure or promotion, the amount of group insurance shall be resettled.

Brief Description of Assignment:

County Government of Isiolo expects the following services for its employees from the Applicant Insurance Company

a. Life Coverage

8. Death benefit: for all covered employees due to natural death causes, accidental, Occupational accident or illness.
9. Permanent & Total Disability (PTD). To provide payment of the benefit if the assured is totally and permanently disabled due to illness, accidental and occupational causes
10. Last Expense: (LE) – Payable to the family of the deceased within 48hours of receipt of notification of death within the cover period
11. Free Cover Limit: Free cover limit subject to 5 times gross pay
12. No exclusion on HIV &AIDS, Passive war, passive acts of terrorism, act of foreign enemy, hostility or warlike operation, civil war, rebellion, revolution, insurrection, military or usurped power or popular rising martial law, strike, riot, civil commotion or mutiny.
13. Cover to be on 24 hours’ worldwide basis.
14. Any other types of benefits that the Applicant Company may offer besides the above mentioned benefits.

3. Group Personal Accident (staff) Policy Cover

This policy is to cover employees due to any form of accidental injury, Occupational accident or illness. This policy is aimed to cover senior management and middle level managers.

5. Group Personal Accident Policy Cover. This policy is to cover the all staff on the following

- a. Accidental death
- b. Permanent Total Disablement
- c. Temporality total disability actual weekly benefits

6. Work Injury Benefit Act (WIBA) Policy cover

This policy is to cover employees as a result of an occupational accident while at the workplace and or while performing activities associated with his or her work including when traveling to and from the workplace. This policy is aimed to cover all the employees of the insured

Roles and Responsibilities

b. Roles and Responsibilities of the Applicants:

1. Expected Services to be delivered.
2. Prompt Claim settlement.
3. Easy Administrative Procedure.

c. Roles and Responsibilities of County Government Of Isiolo

1. To pay the premium on regular basis
2. Provide current staff details and update on any changes
3. Provide details of staff and their beneficiaries as it will be required for compensation

EVALUATION CRITERIA

STAGE 1: EVALUATION OF THE MANDATORY REQUIREMENTS (PRELIMINARY EVALUATION)

- The firm must meet all the mandatory requirements.

Evaluation requirement

- a) Mandatory requirements (Conditions) to be met by the Insurance Company
1. Submission of an original and copy of tender documents
 2. Submission of a copy of Company Registration Certificate
 3. Submission of valid Tax Compliance Certificate
 4. Submission of certified copy Tax PIN Certificate
 5. Submission of a bid security of 2% of the Tender Price from a reputable Bank in Kenya or from Insurance Company approved by PPRA and **must be valid for 120** days from the date of tender closing date.
 6. Fully filled attached Confidential Business Questionnaire.
 7. Submission of a copy of the current year Certificate of registration from the Insurance Regulatory Authority (IRA).
 8. Submission of the valid Association of Kenya Insurers (AKI) Certificate.
 9. Valid certified copy of current single business permit from local county government.
 10. Must have paid-up capital of at least 700M (attach evidence)
 11. Submission of **sworn/certified** litigation history.
 12. Must fill the Letter of Authorization indicating the person to submit the tender documents and handle the contract.
 13. Provide certified copy of certificate of incorporation under the company ACT and CR12.

STAGE 2: TECHNICAL EVALUATION (RANKING STAGE)

- The firm that fulfills all the mandatory requirements will be evaluated and ranked using the following criteria:-

TECHNICAL EVALUATION FOR WIBA& GPA AND GROUPLIFE		POINTS SCORED	BIDDERS SCORE <i>Provided/ not Provided</i>
1	<p>Years of experience in general insurance business in the firm(maximum 10)</p> <p>i. 10 and over years' experience(5 marks)</p> <p>ii. below 10 years prorate i.e $\frac{\text{NO .OF YEARS} * 5}{10}$</p> <p>Attach evidence as general insurance underwriter.</p>	10	
2	<p>List of (5) current corporate clients, each with a minimum general insurance premium of ksh.10 Million.</p> <p>i. Attach proof copy of signed contract between the client and service providers/award letter/ policy Endorsements/policy). (maximum 2 point each)</p> <p>ii. Attach a letter of recommendation from each of the five (5)clients for each attached contract.(max 2point each 0 above client recommendation rating Excellent (2 marks each) good (1 mark each) average (0.5 marks) poor (0marks)</p>	10	
3	<p>LIST three key professional staff proposed for the assignment and specify their specific portfolio /tasks .Attach copies of signed CVs and certified certificates of the proposed personnel.</p> <p>principal officer proposed for the assignment (attach copies of the signed CVs and certified certificates)</p> <p>i. Possession of b.com degree insurance (option) or equivalent or higher - 3Marks (\zero for lower qualification).</p> <p>ii. Possession of ACII/AIHK-2 Marks.</p>	10	

3	<p>iii. Relevant experience -1 MARK for every year`s experience after qualification –Max 5 Marks .</p> <p>Professional qualifications and experience of two other technical personnel(Attach copies of signed CVs and certified certificates)</p> <p>I. Relevant Degree -3Marks II. Possession of ACII/AKII-2Marks III. Relevant experience -1Marks for every year`s experience after qualification- Max 5 Marks.</p>	20	
4	Litigation history (Attach Certified/ sworn company statement.	5	
5	Provision of CR12 within the last three months.	5	
6	<p>Average Written Annual Gross Premium for financial year 2018& 2019 for the underwriter;</p> <p>i. Above kshs.1 billion -5Marks ii. Kshs. 500 million – 1 billion iii. Below 500 Million 1 Marks</p>	5	
7	Proof of at least five claims of previous clients that have been settled promptly upon presentation of All required Documentation. Attach Evidence of Receipts or Other Documentation. 3 Marks Each	15	
8	<p>Detailed Operational Plan and Methodology – 20 Marks This will include detailed execution of service ,work Plan and time frame on following :-</p> <p>i. Claims Management – Turn –around time , handling of loss adjusters etc. follows : Turnaround time for processing claims(Attach evidence) *within 14 days –attach evidence(4Marks) *within 15-30 days attach evidence(2Marks) *Above 30 days attach evidence (0 Marks)</p> <p>ii. Evidence of value addition services including risk management and training(3 Marks)</p> <p>iii. Control and monitoring measures(3 Marks)</p> <p>iv. Service delivery mechanisms and performance reporting (3 Marks)</p> <p>v. Demonstration of use of IT in claims management (2 Marks)</p>	20	

Total Marks	100	
Pass Mark	70 out of 100	

TO BE ELIGIBLE FOR THE FINANCIAL EVALUATION, A TENDERER MUST SCORE A MINIMUM OF 70% AT THE TECHNICAL EVALUATION STAGE.

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STAGE 3: FINANCIAL EVALUATION

The firm that is technically responsive will be scored and added to the financial score to determine the highest score evaluated bidder.

The formula for determining the financial score (SF) shall be as follows: $SF = 100 \times FI/F$

Where: SF is financial score

 FI is lowest priced financial proposal

 F is price of the proposal under consideration

Tenders will be ranked according to their combined technical (ST) and financial (SF) scores using the weights ($T = 0.70$, given to the Technical Proposal, $P = 0.30$, given to the Financial proposal and; $T + P = 1.00$)

The combined technical and financial score (S) is calculated as follows:

$$S = (ST \times T\%) + (SF \times P\%)$$

The firm archiving the highest combined technical and financial score, will be recommended for the award of the tender.

D) PRICING SCHEDULE

Prices shall be inclusive of all taxes; claims for lack of understanding or omission in this regard will not be accepted after the award of the tender.

The bidder _____ MUST complete and submit the table below. The premiums _____ must be quoted on basis of all the categories stated below.

Price Schedule Form

CATEGORY JOB GROUP	POPULATION OF MEMBERS	MONTHLY GROSS EARNINGS	PREMIUM PER MEMBER	PREMIUM TOTAL
A	24	1,037,470.00		
B	11	437,680.00		
C	105	5,807,570.00		
D	26	1,198,860.00		
E	67	2,164,630.00		
F	296	9,818,911.85		
G	106	6,130,608.70		
H	144	11,803,406.20		
J	155	148,825,653.80		
K	140	14,963,617.00		
L	92	1,228,513,200.00		
M	61	10,002,392.20		
N	51	9,868,818.00		
P	12	2,738,390.00		
Q	9	2,271,530.00		
R	10	2,730,240.00		
S	16	4,369,280.00		
T	1	219,300.00		
9	1	285,000.00		
8	9	2,496,150.00		
7	1	300,283.00		
6	1	621,250.00		
5	1	924,000.00		

CATEGORY	SUMS INSURED	PREMIUM TOTAL
<ul style="list-style-type: none"> Work Injury Benefits Act (WIBA) 8years Salary 	Kshs put 12months earning	
<ul style="list-style-type: none"> Group life insurance 5 years' salary 	Kshs Put 5years salary	
<ul style="list-style-type: none"> Group personal Accident (GPA) 8years salary 	Kshs Put 5years salary	
GRAND SUMMARY		

TOTAL PREMIUMS

KSHS.....

SECTION VI - STANDARD FORMS

Notes on the standard Forms

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

Form Of Tender

To:

Date

Name and address of procuring entity

Tender No.

Tender Name

Gentlemen and/or Ladies:-

1. Having examined the Tender documents including Addenda No. (Insert numbers) the receipt of which is hereby duly acknowledged, we the undersigned, offer to provide Insurance Services under this tender in conformity with the said Tender document for the sum of

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

.....Kshs.[**Total Tender amount in words and figures**]
or such other sums as may be ascertained in accordance with the Schedule of Prices attached herewith and made part of this Tender.

- 2. We undertake, if our Tender is accepted, to provide the Insurance Cover Services in accordance with the conditions of the tender.
- 3. We agree to abide by this Tender for a period of[number] days from the date fixed for Tender opening of the Instructions to Tenderers, and it shall remain binding upon us and may be accepted at any time before the expiration of that period.
- 4. This Tender, together with your written acceptance thereof and your notification of award, shall constitute a Contract between us subject to the signing of the contract by both parties.
- 5. We understand that you are not bound to accept the lowest or any tender you may receive.

Dated this _____ day of _____ 2020

[Signature]

[In the capacity of]

Duly authorized to sign tender for and on behalf of _____

CONFIDENTIAL BUSINESS QUESTIONNAIRE

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

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

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
------	-------------	---------------------	--------

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

TENDER SECURITY FORM

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

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

Sealed with the Common Seal of the said Bank this _____ day of _____

20 _____

THE CONDITIONS of this obligation are:-

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

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

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

[Authorized Signatories and official stamp of the Bank]

PERFORMANCE SECURITY FORM

To:

[Name of procuring entity]

WHEREAS *[name of tenderer]*

(Hereinafter called "the tenderer") has undertaken, in pursuance of Contract No. _____

_____ *[reference number of the contract]* dated
20 _____ to supply

[description of insurance services] (Hereinafter called "the Contract")

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

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

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

[amount of the guarantee in words and figures], and we undertake to pay you, upon your first written demand declaring the tenderer to be in default under the Contract and without

cavil or argument, any sum of money within the limits of
..... *[Amount of guarantee]* as aforesaid, without

your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

This guarantee is valid until the _____ day of _____
20 _____

Signature and seal of the Guarantors

[Name of bank of financial institution]

[Address]

[Date]

FORM RB 1

REPUBLIC OF KENYA

PUBLIC PROCUREMENT ADMINISTRATIVE REVIEW

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

BETWEEN

.....**APPLICANT**

AND

.....**RESPONDENT** (*Procuring Entity*)

Request for review of the decision of the..... (*Name of the Procuring Entity*) of
.....dated the...day of20.....in the matter of Tender No.....of
.....20...

REQUEST FOR REVIEW

I/We.....,the above named Applicant(s), of address: Physical
address.....Fax No.....Tel. No.....Email, hereby request the Public

Procurement Administrative Review Board to review the whole/part of the above
mentioned decision on the following grounds , namely:-1.

2. etc.

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

1.

2. etc

SIGNED(Applicant)

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



FOR OFFICIAL USE ONLY

Lodged with the Secretary Public Procurement Administrative Review Board on

day of20.....

SIGNED

Board Secretary

FIRM'S AUTHORIZATION LETTER

TO:

.....
.....

WHEREAS

(Name of the firm

.....
.....

Who are established and reputable firm Offering

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

(Name and/or description of the service)

Do hereby authorize

.....
.....

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

.....
.....

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

Tender

No.....

.....

(Reference of the Tender)

For the above

services.....

.....

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

Name;

.....

.....

(Signature for and of behalf of the firm)

.....

.....

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