



**COUNTY GOVERNMENT OF MAKUENI
COUNTY ASSEMBLY OF MAKUENI**

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TENDER DOCUMENT

FOR

**PROVISION OF MEDICAL INSURANCE COVER
FOR HON.MEMBERS AND STAFF OF THE
COUNTY ASSEMBLY.**

TENDER NO: OPEN TENDER NATIONAL

MCA/NT/2412733-2026/2027

**CLOSING DATE WEDNESDAY, 14TH OCTOBER, 2026 AT
10:00 A.M**

TABLE OF CONTENTS

		Page
SECTION I	INVITATION TO TENDER.....	1
SECTION II	INSTRUCTIONS TO TENDERERS.....	2
	APPENDIX TO INSTITUTIONS TO TENDER	12
SECTION III	SCHEDULE OF REQUIREMENTS	21
SECTION IV	PRICE SCHEDULE FORM.....	40
SECTION V	GENERAL CONDITIONS OF THE CONTRACT	43
SECTION VI	SPECIAL CONDITIONS OF CONTRACT	47
SECTION VI	STANDARD FORMS.....	48

**MAKUENI COUNTY ASSEMBLY/ TENDER NO. OPEN TENDER
MCA/NT-2412733-2026/2027**

**PROVISION OF MEDICAL INSURANCE COVER FOR HON.MEMBERS AND
STAFF OF THE COUNTY ASSEMBLY.**

Makueni County Assembly invites online tendering from eligible candidates for the Provision of Medical Insurance Cover for Makueni County Assembly Hon. Members and Staff. The contract will be for a period of one Financial Year.

The document may be *viewed and downloaded from the Makueni County Assembly website: www.makueniassembly.go.ke* or *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 120 days. Tender can be downloaded, filled and submitted electronically and manually. To be received on or before

CLOSING DATE WEDNESDAY, 14TH OCTOBER, 2026 AT 10:00 A.M

Tenders must be accompanied by a **Tender Security of Kshs. 600,000.00** in form of a guarantee from a Reputable bank or an insurance company approved by Makueni County Assembly (Self-insured tender security are not allowed).

Tender will be opened online through IFMIS system.

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 from the date of commencement (hereinafter referred to as the term) specified in the tender documents.

Makueni County Assembly employees, Hon. Members, external members of the Board and audit committee members and their relatives (spouse and children) are not eligible to participate.

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 Makueni County Assembly 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 corrupt or fraudulent practices or debarred from participating in public procurement shall not be eligible.

Cost of tendering

The Tenderer shall bear all costs associated with the preparation and submission of its tender, and Makueni County Assembly, will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the tendering process.

Makueni County Assembly shall allow the tenderer to review the tender document free of charge from the website.

Contents of tender documents

The tender document comprises of the documents listed below and addenda issued in accordance with clause 5 of these instructions to tenders

- i) Instructions to tenderers
- ii) General Conditions of Contract
- iii) Special Conditions of Contract
- iv) Schedule of Requirements
- v) Details of service
- vi) Form of tender
- vii) Price schedules
- viii) Contract form
- ix) Confidential business questionnaire form
- x) 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 in every respect will be at the tenderers risk and may result in the rejection of its tender.

Clarification of Documents

A prospective candidate making inquiries of the tender document may notify Makueni County Assembly entity in writing or by post or email at the entity's address indicated in the Invitation for tenders. Makueni County Assembly 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 tenders, prescribed by Makueni County Assembly. Written copies of Makueni County Assembly 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"

Makueni County Assembly shall reply to any clarifications sought by the tenderer within 3 days of receiving the request to enable the tenderer to make timely submission of its tender

Amendment of documents

At any time prior to the deadline for submission of tenders, Makueni County Assembly, 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, Makueni County Assembly at its discretion, may extend the deadline for the submission of tenders.

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 Makueni County Assembly, 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:

- xi) A Tender Form and a Price Schedule completed in accordance with paragraph 2.8, 2.9 and 2. 10 below.
 - xii) Documentary evidence established in accordance with Clause 2.11 that the tenderer is eligible to Tender and is qualified to perform the contract if its tender is accepted;
- (a) Tender security furnished is in accordance with Clause 2.8
 - (b) 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 including capacity building levy:

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 be allowed for contracts not exceeding one year (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 Makueni County Assembly within 30 days of receiving the request.

Tender Currencies

- 2.10.1 Prices shall be quoted in Kenya Shillings unless otherwise specified in the appendix to 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 Makueni County Assembly 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 Kshs. 600,000.00.

The tender security is required to protect Makueni County Assembly 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 form of:

- a) A bank guarantee.
- b) Such insurance guarantee approved by the Authority.

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

Unsuccessful tenderers 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 valid it prescribed by Makueni County Assembly.

The successful 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:

- (a) If a tenderer withdraws its tender during the period of tender validity specified by Makueni County Assembly on the Tender Form;
or
- (b) In the case of a successful tenderer, *if* the tenderer fails:
 - (i) To sign the contract in accordance with paragraph 2.26.
or
 - (ii) To furnish performance security in accordance with paragraph 2.27.
- (c) 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 Makueni County Assembly, pursuant to paragraph 2.18. A tender valid for a shorter period shall be rejected by Makueni County Assembly as nonresponsive.

In exceptional circumstances, Makueni County Assembly may solicit the Tenderer's consent to an extension of the period of validity. The request and the responses thereto shall be made in

Writing. The tender security provided under paragraph 2.12 shall also be suitably extended. A tenderer may refuse the request without forfeiting its tender security. A tenderer granting the request will not be required nor permitted to modify its tender.

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.

Makueni County Assembly 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 Makueni County Assembly and candidates previously subject to the deadline will thereafter be subject to the deadline as extended.

Modification and withdrawal of tenders

The tenderer may modify or withdraw online, if possible, 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 Makueni County Assembly prior to the deadline prescribed for the 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 the expiration of the period of tender validity specified by the tenderer on the Tender Form. Withdrawal of a tender during this interval may result in the Tenderer's forfeiture of its tender security, pursuant to paragraph 2.12.8.

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

Makueni County Assembly 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

Makueni County Assembly will open all tenders online and manually

WEDNESDAY, 14TH OCTOBER, 2026 AT 10:00 A.M

Main Assembly Building, Committee Room (one) 1

Clarification of tenders

To assist in the examination, evaluation and comparison of tenders Makueni County Assembly 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 Makueni County Assembly in Makueni County Assembly's tender evaluation, tender comparison or contract award decisions may result in the rejection of the tenderers tender.

Preliminary Examination and Responsiveness

Makueni County Assembly 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, 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 may be forfeited. If there is a discrepancy between words and figures, the amount in words will prevail.

Makueni County Assembly 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, Makueni County Assembly 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. Makueni County Assembly'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 Makueni County Assembly and may not subsequently be made responsive by the tenderer by correction of the nonconformity.

Conversion to a single currency

- 2.21.1 Where other currencies are used, Makueni County Assembly 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.

Evaluation and comparison of tenders.

Makueni County Assembly 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.

Makueni County Assembly's evaluation of a tender will take into account, in addition to the tender price, the following factors, in the manner and to the extent indicated in paragraph 2.22.4 and in the technical specifications:

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

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

(a) Operational Plan.

Makueni County Assembly 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 Makueni County Assembly's required delivery time will be treated as non-responsive and rejected.

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. Makueni County Assembly may consider the alternative payment schedule offered by the selected tenderer.

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

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.

Contacting Makueni County Assembly

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

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

Award of Contract

a) Post qualification

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

The determination will take into account the tenderer's financial and technical capabilities among others as may be stated in the evaluation and other clauses. 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 Makueni County Assembly deems necessary and appropriate.

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 Makueni County Assembly will proceed to the next lowest evaluated tender to make a similar determination of that Tenderer's capabilities to perform satisfactorily.

b) Award Criteria

Subject to paragraph 2.29 Makueni County Assembly 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.

Makueni County Assembly 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 Makueni County Assembly's action. If Makueni County Assembly determines that none of the tenderers is responsive; Makueni County Assembly shall notify each tenderer who submitted a 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, Makueni County Assembly 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 Makueni County Assembly pursuant to clause 2.26. Simultaneously the other tenderers shall be notified that their tenders have not been successful.

Upon the successful Tenderer's furnishing of the performance security pursuant to paragraph 27, Makueni County Assembly 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 Makueni County Assembly notifies the successful tenderer that its tender has been accepted, Makueni County Assembly 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 Makueni County Assembly.

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 Makueni County Assembly, 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 Makueni County Assembly.

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 Makueni County Assembly may make the award to the next lowest evaluated or call for new tenders.

Corrupt or Fraudulent Practices

Makueni County Assembly 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.

Makueni County Assembly 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 Kenya.

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

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	Price to be charged for tender documents. The tender document shall be downloaded free of charge from www.tenders.go.ke, www.makueniassembly.go.ke
2.3	Particulars of other currencies allowed. None
2.4	bidders to provide tender security of Kshs. 600,000.00 valid for 120 days after date of tender opening.
2.5	Form of Tender Security: The Tender Security shall be in the form of a Guarantee from a reputable bank or an insurance company recognized by Makueni County Assembly. Self-guaranteed tender security not allowed.
2.6	Validity of Tenders: Tenders Shall remain valid for 120 days after date of tender opening.

2..7	Duly filled Tenders can be submitted online/electronically and manually dropped at County Assembly Tender Box
2.8	PRELIMINARY EVALUATION CRITERIA Tenderers are required to meet the following MANDATORY REQUIREMENTS which will be used during Preliminary Examination to determine responsiveness

Mandatory Requirements Evaluation Criteria for Underwriters and Brokers

	CRITERIA	GUIDANCE	YES/NO
1.	Must be a Member of Association of Kenya Insurance (AKI) Copy of Certified Certificate to be attached.	Evidence to be availed is the certificate from AKI	
2.	Must be registered with the Insurance Regulatory Authority for the current year 2026 (attach certified perpetual license by IRA)).	Evidence to be availed is the certificate from IRA	
3.	Original Tender Security (Bid bond) of 600,000 in form of a Bank guarantee or bankers' cheque from a reputable Bank in Kenya with 30 days beyond tender validity period.	Evidence to be availed is the Bid bond	
4.	Copy of valid and certified Certificate of Registration or Incorporation and CR12.	Evidence to be availed is the CR12	
5.	Copy of valid and certified KRA tax compliance certificate with an active PIN.	Evidence to be availed is the KRA PIN and Tax Compliance Certificate	
6.	Copy of valid and certified Current Business License.	Evidence to be availed is the valid business permit	
7.	Duly filled, signed and stamped confidential business questionnaire.	Evidence to be availed is the duly filled CBQ	
8.	Proof of ten (10) years medical experience by both IRA Licensing and certificate incorporation.	Evidence to be availed is the certificate from IRA and certificate of incorporation	
9.	Dully filled and certified form of tender and price schedule.	Evidence to be availed is the duly filled form of tender in the format provided	
10.	Must have a Professional Indemnity Insurance cover of at least Kshs.300 million and a copy of the certificate must be submitted – copy certified by Commissioner for Oaths.	Evidence to be Professional Indemnity Certificate	
11.	Provide Evidence of Current IRA approved re-insurance arrangements and treaty notes for year 2026.		
12.	Medical Insurance Provider Must Undertake to list any hospitals or pharmacies proposed by the Assembly. Attach a letter confirming that you will be willing to work with hospitals as may be proposed by the Assembly	Evidence of a letter confirming	
13.	Attach sample policy document consistent with the scope of cover.	Evidence to be sample policy document	
14.	Submit a quotation consistent with requirements of County Assembly of Makeni.	Evidence to be the format provided	
15.	Must meet the scope of Public Service Commission requirements.	Evidence to be the SRC schedule of benefits for Hon. Members and	

		staff	
16.	Provide a commissioned power of attorney showing specimen signature of the authorized signatory witnessed by individual equity owners with proof, the appointed attorney must give a declaration pertaining the bid/tender and must prove validity of commissioner of oaths.	Evidence to be a letter of attorney	
17.	Letter of sound and tangible creditworthiness from firms primary Banker.	Evidence to be letter of credit from primary Bank	
18.	Valid SHA Compliance Certificate.	Evidence to be SHA compliance Certificate	
19.	Valid NSSF Compliance Certificate.	Evidence to be NSSF Compliance Certificate	
20.	All documents provided as copies in both Mandatory and technical must be certified by a commissioner of oaths to qualify as true copies for evaluation. Certification must be current.	Evidence to be certified documents by the commissioner of oaths	
21.	Submit membership certificate for year 2026 from the AIBK for brokers, and AKI for underwriters.	Evidence to be availed is the certificate	
22.	Must provide certificate of data controller and processor from the office of data protection.	Evidence to be Certificate of data controller and processor	
23.	Attach letter of appointment of the Principal Officer of the firm approved by Insurance Regulatory Authority (IRA).	Evidence to be IRA Appointment letter	
24.	Bidder Must have a Bank Guarantee of Kshs.3 million deposited with Commissioner of Insurance and a copy be submitted	Evidence to be Bank guarantee letter	
25.	Both broker and underwriter to provide a list of current running insurance contracts with any Five Public entities having a minimum of Kes. 40 million and above for Medical Insurance (i). proof of each of the above 5 (five) contracts done for the organizations and public entities, provide evidence for the period between 2024-2025	Provide Copies of award letters, contracts	
26.	Must have a paid-up capital of Kshs. 500 million.	Evidence reports to be confirmed at bidder's financial statement.	
27.	Broker must provide valid Medical Insurance Providers Association of Kenya (MIPAK) certificate.	Evidence to be MIPAK	
28.	Brokers are allowed to source for quotations from only ONE underwriter, if the Underwriter participates independently, broker should not submit their quotation		

STAGE 2: TECHNICAL REQUIREMENTS

	CRITERIA	EVIDENCE	MARKS
T1	Firm Experience	Five Current Clients principal medical clients with annual premiums of at least ksh.50 Million. i. Attach Award Letters ii. Signed Contracts iii. Recommendation and reference letters with good/excellent addressed to County Assembly of Makueni, Signed and Stamped. (4 Marks per client for complete evidence)	20 Marks
T2	Financial Capacity	Declare total underwritten premiums for the year 2023, 2024 & 2025 as per IRA reports. (Attach IRA extracts) Utilization of the above premiums should have the following balances as per IRA reports. (Attach IRA extracts) i. Above Kes. 500m per year – 10 marks per year ii. Kes. 401m – 500m per year – 7 marks per year iii. Kes. 201m – 400m per year – 5 marks per year iv. Kes. 101m – 200m per year – 3 marks per year v. Kes. 1m – 100m per year – 1 mark per year	30 Marks
T3	Human Capital	a. Principal Officer must have the following qualifications; i. Appointment letter from IRA ii. Bachelor's Degree (Insurance Option/Risk Management/Accounting, Finance/Actuarial/Marketing) iii. Relevant Master's Degree iv. Relevant Insurance Professional Qualification v. Over Ten (10) years of insurance experience (10 Marks for complete evidence) b. Four Staff with the following qualifications i. Bachelor's degree (Insurance Option/Actuarial) ii. Professional Qualifications (ACII/CII/IIK) iii. Valid Membership iv. Over 5 years of insurance experience (2.5 marks per staff for complete evidence; testimonials must by the attorney)	20 Marks
T4	Settlement of claims	Provide current Recommendation Letters (dated within 2026) from ten (10) hospitals with ongoing provider contracts confirming credit facilities. – 1 Marks for each recommendation letter.	10 marks
T5	Country Wide Coverage	Provide Country wide list of approved health providers where you have credit facilities (Makueni Assembly reserves the right to confirm directly with these providers the existence of credit facilities). 1-15 Counties - 5 Marks 16-30 Counties – 10 Marks Over 31 Counties – 20 Marks	20 marks
		Pass Mark 85%	Total (100mks)

- i. **Bidder MUST score a minimum of 85% to proceed to financial evaluation.**
- ii. **Due diligence may be conducted to the lowest evaluated bidder to confirm authenticity of the information provided before award. Any form of misrepresentation detected may lead to disqualification of the bidder.**

2.24	Award Criteria: <i>Award will be made to the lowest evaluated bidder. The contract will be for a period of one year.</i>
2.27	Particulars of performance security is 5% of Contract Sum before signing the contract to the lowest evaluated bidder.
Others as necessary	Complete as necessary. Negotiations may be held with the tenderer with the lowest evaluated bidder, and upon successful negotiations will be awarded the contract. If negotiations fail with the tenderer with the lowest evaluated bidder, the bidder with the second lowest evaluated bidder will be invited by the Assembly for negotiations, and upon successful negotiations, be awarded the tender.

SCHEDULE OF REQUIREMENTS

Makueni County Assembly seeks to engage an Insurance Underwriting Company to provide Medical cover for Hon. Members and Staff as per the details provided below

Terms of reference

- i. Structuring and obtaining optimum policy cover in accordance with the tender submitted;
- ii. Arrange the immediate placement of our risk and undertake a periodic technical review rating of the cover and advise Makueni County Assembly accordingly;
- iii. Provide prompt and satisfactory service on the general management of the Medical Scheme policy, correspondence and claim review meetings;
- iv. Prepare the Policy Document and any Endorsements there-in and forward to Makueni County Assembly.
- v. If the entire policy document is found to be satisfactory, such document will be deposited with the Makueni County Assembly not later than fifteen (15) days of inception of cover;
- vi. Ensure preparation of quarterly claims bordereaux which must be submitted to Makueni County Assembly by the 5th of the following month;
- vii. Arrange quarterly meetings to review performance of the policy by 15th of the following quarter;
- viii. Provide appropriate Medical Scheme improvement recommendations;
- ix. Such other services as may be related or ancillary to the due performance of the above work.

SCOPE OF MEDICAL COVER

a) Staff

Indemnity against Makueni County Assembly's expenses incurred by Hon. members,

employees their dependents during the period of the policy.

- Benefits:
- Inpatient
- Out-patient
- Drugs and administration
- Optical,
- Dental.
- Maternity
- Other benefits:
- Sum Insured: (Schedule provided)

b) Cancellation Notice of 60 days

c) Eligibility

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

d) Period

11TH November 2026– 12th November, 2027

Scope of Proposed general Medical Services for inpatient, outpatient, maternity, dental, and optical and other benefits

;

1. Administration of Hospital Admission process.
2. Consultation fees and evacuation costs directly leading to hospitalization.
3. Applicable ward Bed on a standard private room.
4. Major Operations.
5. Minor Operations.
6. Doctors' fees -(physician, surgeon & Anesthetist).
7. HDU and ICU charges.
8. Theatre charges.
9. Drugs/Medicines, dressings and internal surgical appliances.
10. Medical Appliances (Hearing Aids, Glucometer, Insulin delivery devices, Urine

Catheters & Accessories etc.).

11. Radiology X-ray, ultrasound, ECG and computerized Tomography, MRI scans.
12. Radiotherapy and chemotherapy.
13. Pathology (laboratory) fees.
14. Post Hospitalization.
15. Access to medical specialists while admitted.
16. Inpatient physiotherapy.
17. Chronic Illness coverage.
18. Gynecological treatment.
19. In patient Ophthalmic cover.
20. Accommodation for adults whose children of below 12 years of age.
21. Are admitted in Hospital Day care, day surgery Admission (includes dental, optical, gynecological as well as all other services).
22. In- patient dental cover.
23. Mental and other related illnesses.
24. Treatment for alcoholism and drug addictions (employee only and acquired during employment term).
25. Inpatient Psychiatric Treatment.
26. Palliative care.
27. Provision of Maternity benefits including Caesarian section.
28. Optical expenses arising from disease or accidents.

29. Treatment of Elective surgery i.e. pre-arranged.
30. HIV/AIDS cover (conventional, accepted, recognized treatment).
31. Cancer cover.
32. Cost of medical circumcision.
33. Congenital conditions.
34. Pre-existing conditions.
35. Any other service not included above but may be mutually agreed upon from time to time.
- 36 Routine outpatient treatment including consultations (GPs and Specialists, laboratory and Radiology services.
- 37 Physiotherapy treatment.
- 38 Diagnostic X-Ray and Laboratory Tests.
- 39 Radiology X-ray, ultrasound, EEG, ECG and computerized Tomography, MRI scans.
- 40 Prescribed drugs/medicines.
- 41 Dental Services.
- 42 Optical services (Frames, lenses (on ophthalmologist prescription only), contact lenses, bi-Focal lenses, Visual examination.
- 43 Referrals to Specialists (Pediatricians, Obstetricians, gynecologists, lactation specialists, neonatologists, orthopedic doctors, dermatologists, E.N.T. doctor's e.t.c.
- 44 Counseling services. (Psychologist, Psychiatrist and Psychiatric treatment).
- 45 Baby vaccinations for babies from Birth to 5 years as listed below:-
 - i. BCG – Tuberculosis
 - ii. HEP B – Hepatitis B
 - iii. HIB – Meningitis (Homophiles influenza type b)
 - iv. OPV – Oral Polio Vaccine
 - v. MMR – Measles Mumps Rubella
 - vi. IPV – Inject able Polio Vaccine
 - vii. DTaP – Diphtheria Tetanus acellular Pertussis
 - viii. DT – Diphtheria Tetanus
 - ix. ROTA Virus
- 46 Maternity services i.e. Anti and Post Natal. And baby friendly vaccines.

- 47 HIV/AIDS cover (Voluntary counseling and testing and other related treatments).
- 48 Chiropractor upon referral & approval.
- 49 Pap Smear & PSA tests for employees and spouses at the available credit facilities on Travel Vaccines covered for employees only.
- 50 Cancer Treatment
- 51 Pre-existing and chronic/recurring conditions
- 52 Hearing aids covered upon referral.
- 53 Covid 19

5.4 cover/benefits required for specific categories.

MEDICAL INSURANCE PROVISIONED BENEFITS		COVER DETAILS
OUT-PATIENT		
The benefits required, which could be provided on a capitation basis, are but not limited to :		All benefits to be Provided to full Limit
a) General Consultation b) Prescribed laboratory tests/investigations c) Prescribed Drugs / medicines d) Outpatient procedures e.g. dressing. e) Radiological examinations - Approved X-rays, Ultrasound and CT Scans f) Pre-existing conditions and chronic illnesses including HIV/AI conditions shall be covered to the full limit of the outpatient cover g) Congenital conditions; shall be covered to the full limit of the outpatient cover. h) Attendance to other opportunistic disease such as TB etc. i) Psychiatric treatment and Psychiatric Counseling services j) KEPI Vaccinations and baby friendly vaccines k) basic Dental services l) basic Optical service m) Treatment of Gynecological illnesses. n) Pap smears and P.S.A (Prostate Specific Antigen) o) pre-natal care and ultra sounds p) Child welfare q) Minor surgical services r) Physiotherapy services s) Occupational therapy services t) Diagnostic consultation with a specialist upon referral by a general practitioner u) Diagnostic consultation with a general practitioner registered with the		DS
Kenya Medical Practitioners and Dentist Board. v) Access to medical services outside the Country. w) Covid 19		e
IN-PATIENT		
The benefits required are but not limited to:		
a) General in-patient service b) Pre-existing conditions, chronic and HIV/AIDS conditions to be		

- covered within the in-patient cover to a limit of Kshs. 1 million
- c) Congenital and Pre term conditions; be covered within the in-patient cover to a limit of Kshs. 1 million
- d) Inpatient dental due to accident
- e) Inpatient dental due to illness
- f) Inpatient optical due to accident
Inpatient optical due to illness
- g) Covid 19

Clerk, Makueni County Assembly

P. O. Box 572 – 90300, Makueni

- Pregnancy related illnesses.
- h) Laboratory investigations and Radiology services e.g., X-Rays,
N ultrasound, ECG, MRI scans;
- i) Doctor's, and specialist fees;
- j) Prescribed drugs, dressings, surgical appliances, and nursing procedures;
- k) Theatre including surgeon's fees and anesthetists' fees;
- l) Intensive care (ICU)/High Dependency Unit (HDU);
- m) Physiotherapy and Home care nursing
- n) Rent for non-motorized wheel chairs, braces, corsets and crutches
- o) Gynecological and prosthesis treatment;
- p) Day Care surgery;
- q) Post hospitalization visits/follow-ups after discharge;
- r) Psychiatric and Psychological illness treatment
Accommodation for parent/guardian accompanying a child below
- s) 10 years;
- t) Local road and air evacuation in case of transfers
- w) Room charges/Accommodation by Category
- x) Access to medical services outside the Country.

LAST EXPENSE

- a.) Principal member Kshs.100,000
- b.) Dependent Kshs. 50,000

VALUE ADDITIONS

The benefits required
are:

- Any expense for medical examinations done for checkup purposes
- a) not arising out of sickness or accident
- b) Wellness programs and health talks

c) Travel vaccines	
DENTAL	
The benefits required are:	ALL BENEFITS TO BE PROVIDED TO FULL LIMIT
a) Extraction	
b) Filling	
c) Scaling	
d) Polishing	
e) X-rays	

OPTICAL	
The benefits required are:	ALL BENEFITS TO BE

- a) Ophthalmologist expenses
- b) Prescribed Lenses (including Antiglare Lenses)
- c) Prescribed Frames
- d) Contact Lenses

**PROVIDED TO FULL
LIMIT**

MATERNITY

The benefits required
are:

- a) Delivery (Normal and C-section)
- b) Complications
- c) Pre-natal, Post-natal and Ultra sounds

**ALL BENEFITS TO
BE
PROVIDED TO FULL
LIMIT**

Administration of the Scheme

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

The Bidder shall be required to clearly state the procedures (in- patient and out-patient) to be followed by the employee(s) and Beneficiary (ies) in the provision of medical services, stating clearly the responsibilities of the parties involved.

- Where applicable, the bidder shall provide Makueni County Assembly with statements on their medical Accounts.

Member/Employee Identification

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

Employee/Beneficiary Data Management

- The Bidder shall be expected to liaise with Makueni County Assembly on matters regarding Employee Data updates.
- The Bidder shall therefore be required to provide a procedure for the maintenance of Employee/Beneficiary records using.

List of Service Providers

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

Scheme Reports

The Bidder shall be required to provide to Makueni County Assembly 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 Makueni County Assembly from time to time.

Extensive Clauses

- Riot, strike and civil commotion
- Travel to and from work, social, sporting activities including use of motor vehicles
- Arbitration
- Waiting period waiver
- Accommodation for parent/guardian accompanying a child below 5 years.

MEMBERSHIP DETAILS

Eligibility

The proposed scheme shall cover all permanent and pensionable employees, employees on contract and Honorable members. 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 and pensionable employees, employees on contract as well as Hon members of the county assembly. It shall also cover the employee's and Honorable member's spouse and dependent children below the age of 25 years.

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

GROUP MEDICAL INSURANCE FOR STAFF	VALUE (3) TIMES ANNUAL BASIC SALARY	Inpatient annual cover limit	Outpatient annual cover limit	Maternity annual cover limit	Dental cover annual limit	Optical cover annual limit
<u>Clerk and the Deputy Clerks, Directors, JG R-T. -5</u>	26,875,080.00	2,000,000	250,000.	150,000	30,000	35,000
JG K-Q 68 officers		1,500,00	200,000	100,000	30,000	25,000
	175,307,760.00	0				
JG G-J - 31 officers	34,489,080.00	1,000,00 0	150000	75000	30,000	15,000
JG A-F-20 officers	14,639,760.00	750,000	100,000	50,000	30,000	15000

ANALYSIS OF THE NUMBER OF FAMILIES

SECTION V - SCHEDULE OF REQUIREMENTS

Notes for preparing Schedule of Requirements.

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

SECTION V - SCHEDULE OF REQUIREMENTS

(A) GROUP MEDICAL INSURANCE FOR STAFF (PRINCIPAL) OF THE COUNTY ASSEMBLY

KSHS.....

Sno	SERVICE	POPULATION	PREMIUM
	OUT-PATIENT		
1 .R-T		5	
2 .K-Q		68	
3. G-J		31	
4 A-F		20	
	IN-PATIENT		
1 .R-T		5	
2 .K-Q		68	
3. G-J		31	
4 A-F		20	
	DENTAL		
1 .R-T		5	
2 .K-Q		68	
3. G-J		31	
4 A-F		20	
	OPTICA		
1 .R-T		5	
2 .K-Q		68	
3. G-J		31	
4 A-F		20	
	MATERNITY		

1.R-T		5	
2.K-Q		68	
3. G-J		31	
4 A-F		20	
TOTAL		124	

S/ N	SERVIC E	CATEGO RY/ JOB GROUP	BENEFIT S LIMIT	POPULATION OF PRINCIPAL MEMBERS	PREMIU M PER MEMBE R (KSHS.)	TOTAL PREMIU MS (KSHS.)
1.	OUT- PATIENT					
		R-T	M+5	5		
		K-Q	M+5	68		
		G-J	M+5	31		
		A-F	M+5	20		
2.	IN- PATIENT					
		R-T	M+5	5		
		K-Q	M+5	68		
		G-J	M+5	31		
		A-F	M+5	20		
3.	DENTAL					
		R-T	M+5	5		
		K-Q	M+5	68		
		G-J	M+5	31		
		A-F	M+5	20		
4.	OPTICAL					
		R-T	M+5	5		
		K-Q	M+5	68		
		G-J	M+5	31		
		A-F	M+5	20		
5.	MATERNIT Y					
		R-T	M+5	5		
		K-Q	M+5	68		
		G-J	M+5	31		
		A-F	M+5	20		
TOTAL				124		

THE ABOVE RATES PER FAMILY INCLUSIVE OUTPATIENT, INPATIENT, DENTAL, OPTICAL AND MATERNITY ARE TO BE USED TO LOAD ANY ADDITIONAL PREMIUM FOR ADDITIONAL MEMBERS DURING THE CONTRACT PERIOD.

ITEM NO.	DESCRIPTION OF INSURANCE COVER	ANNUAL PREMIUM CHARGED	LEVIES AND TAXES	TOTAL ANNUAL PREMIUM IN KSH
1	11 th November. 2026- 12 th November 2027			
	TOTAL (inclusive of all applicable taxes) and this shall be the tender sum to be filled in the form of tender for			

Total tender sum /Premiums in words of the staff inclusive of the family:

Kshs.....

.....
.....

Signature of tenderer.....Date.....

(B) GROUP MEDICAL INSURANCE OF THE MEMBERS OF THE COUNTY ASSEMBLY

(C) GROUP MEDICAL INSURANCE	VALUE 3(THREE)TIMES ANNUAL BASIC SALARY	Inpatient annual cover limit	Outpatient annual cover limit	Maternity annual cover limit	Dental cover annual limit	Optical cover annual limit
	ANNUAL BASIC SALARY					
Speaker (1)	11,599,272.00	3,000,000	200,000	100,000	50,000	50,000
Deputy speaker(1)	5,005,188.00	3,000,000	200,000	100,000	50,000	50,000
Members of County Assembly(49)	165,094,956.00	3000000	200000	100,000	50,000	50,000

**TOTAL TENDEER SUM ON OPTION AS FROM 11th NOVEMBER 2026 TO 12TH
NOVEMBER 2027.**

**(BASED ON CURRENT MEMBERSHIP OF HONORABLE
MEMBERS AS PROVIDED).**

ITEM NO.	DESCRIPTION OF INSURANCE COVER	ANNUAL PREMIUM CHARGED KSH	LEVIES AND TAXES	TOTAL ANNUAL PREMIUM IN KSH
1	11 th November 2026- 12 th November 2027			
	TOTAL (inclusive of all applicable taxes and capacity building levy of 0.03%) and this shall be the tender sum to be filled in the form of tender			

Title	In Patient Annual Cover Limit	Outpatient Annual Cover Limit	Maternity Annual Cover Limit	Dental Annual Cover Limit	Optical Annual Cover Limit
Speaker & MCAS	3,000,000	200,000	100,000	50,000	50,000

	SERVICE	PRINCIPAL MEMBERS	(M+5) PREMIUMS (KSHS.)	TOTAL PREMIUMS (KSHS.)
1.	OUT-PATIENT	51		
2.	IN-PATIENT	51		
3.	DENTAL	51		
4.	OPTICAL	51		
5.	MATERNITY	51		
TOTAL				

THE ABOVE RATES PER FAMILY INCLUSIVE OUTPATIENT, INPATIENT, DENTAL, OPTICAL AND MATERNITY ARE TO BE USED TO LOAD ANY ADDITIONAL PREMIUM FOR ADDITIONAL MEMBERS DURING THE CONTRACT PERIOD

Total Quote price of both Honorable members and the staff inclusive of the families as it may appear in the tender

Please confirm whether we are at liberty to choose and allocate cover limits within a mix of any of the above options; (e.g. Choose out-patient cover limits from option 1, In-patient cover limits from option 3 and Maternity cover limits from option 2)

Medical Services Providers

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

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

19	<i>Kwale County</i>					
20	<i>Laikipia County</i>					
21	<i>Lamu County</i>					
22	<i>Machakos County</i>					
23	<i>Makueni County</i>					
24	<i>Mandera County</i>					
25	<i>Marsabit County</i>					
26	<i>Meru County</i>					
27	<i>Migori County</i>					
28	<i>Mombasa County</i>					
29	<i>Murang'a County</i>					
30	<i>Nairobi County</i>					
31	<i>Nakuru County</i>					
32	<i>Nandi County</i>					
33	<i>Narok County</i>					
34	<i>Nyamira County</i>					
35	<i>Nyandarua County</i>					
36	<i>Nyeri County</i>					
37	<i>Samburu County</i>					
38	<i>Siaya County</i>					
39	<i>Taita Taveta County</i>					
40	<i>Tana River County</i>					
41	<i>Tharaka Nithi County</i>					
42	<i>Trans Nzoia County</i>					
43	<i>Turkana County</i>					
44	<i>Uasin Gishu County</i>					
45	<i>Vihiga County</i>					
46	<i>Wajir County</i>					
47	<i>West Pokot County</i>					

GENERAL CONDITIONS OF CONTRACT

SECTION V -

3.1

Definitions

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

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

Application

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

Standards

The services provided under this Contract shall conform to 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 of patent, trademark, or industrial design rights arising from use of the services under the contract or any part thereof .

Performance Security

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

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

The performance security shall be denominated in the currency of the Contract, or in a freely convertible currency acceptable to the Procuring entity and shall be in the form of:

- a) A bank guarantee.
- b) Such insurance guarantee approved by the Authority.

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 confirm their conformity to the Contract specifications. The Procuring entity shall notify the tenderer in writing, in a timely manner, of the identity of any representatives retained for these purposes.

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 the services, and the tenderer shall either replace the rejected services or make alterations necessary to meet specification requirements free of cost to the Procuring entity.

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

Payment

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

Prices

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

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:

- a) if the tenderer fails to provide any or all of the services within the period(s) specified in the Contract, or within any extension thereof granted by the Procuring entity.
- b) if the tenderer fails to perform any other obligation(s) under the Contract.
- c) if the tenderer, in the judgment of the Procuring entity has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.

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

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

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

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

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.

Force Majeure

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.

Applicable Law.

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

Notices

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

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

SECTION VI - 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 contract reference	Special conditions of contract
2.7	Specify performance security if applicable: 5% of Contract Sum
	Specify method Payments. Payments to be made on annually up front before commencement of cover
	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
	Indicate addresses of both parties. Client: The clerk Makueni county assembly P. O. Box 572-90300 Wote.
Other's necessary	Complete as necessary

SECTION VII - STANDARD FORMS

Notes on the standard Forms

1. Form of Tender- The form of Tender must be completed by the tenderer and submitted with the tender documents. It must also be duly signed by duly authorized representatives of the tenderer.
2. Price Schedule Form -The price schedule form must similarly be completed and submitted with the tender.
3. Contract Form - The contract form shall not be completed by the tenderer at the time of submitting the tender. The contract form shall be completed after contract award and should incorporate the accepted contract price.
4. Confidential Business Questionnaire Form -This form must be completed by the tenderer and submitted with the tender documents.
5. Format of Tender Security Instrument - When required by the tender document the tenderer shall provide the tender security in the form included hereinafter.
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.
7. SELF DECLARATION THAT THE PERSON/TENDERER IS NOT DEBARRED IN THE MATTER OF THE PUBLIC PROCUREMENT AND ASSET DISPOSAL ACT 2015.
8. SELF DECLARATION THAT THE PERSON/TENDERER WILL NOT ENGAGE IN ANY CORRUPT OR FRAUDULENT PRACTICE.

1. FORM OF TENDER

Date _____

Tender No. MCA /T//2026-2027

To: The Clerk
County Assembly of Makueni
P. O. Box 572-90300
Wote, Makueni

Sir/Madam:

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

Dated this _____ day of _____ 20_____.

(Name)

[Signature]

[in the capacity of]

Duly authorized to sign Tender for and on behalf of _____

2. CONTRACT FORM

THIS AGREEMENT made the day of _____ 20____ between.....[name of procurement entity] of.....[country of Procurement entity](hereinafter called “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 description of materials and spares] and has accepted a tender by the tenderer for the supply of those materials and 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 form and be read and construed as part of this Agreement, viz.:
 - (a) the Tender Form and the Price Schedule submitted by the tenderer;
 - (b) the Schedule of Requirements;
 - (c) the Technical Specifications;
 - (d) the General Conditions of Contract;
 - (e) the Special Conditions of Contract; and
 - (f) The Procuring entity’s Notification of award.
3. In consideration of the payments to be made by the Procuring entity to the tenderer as hereinafter 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, delivered by _____ the _____ (for the Procuring entity) Signed, sealed, delivered by _____ the _____ (for the tenderer) in the presence of _____.

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 E-MAIL:

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.			

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.			

Date.....Signature of Candidate.....

4.5. 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”), are bound unto [Name of Procuring Entity] (Hereinafter called “the Procuring Entity”) in the sum of (Currency and guarantee amount) for which payment well and truly to be made to the said Procuring Entity, the Guarantor binds itself, its successors, and assigns by these presents.

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

THE CONDITIONS of this obligation are:

1. If after tender opening the tenderer withdraws his tender during the period of tender validity specified in the instructions to tenderers, Or
2. If the tenderer, having been notified of the acceptance of his tender by the Employer during the period of tender validity:
 - (a) fails or refuses to execute the form of Agreement in accordance with the Instructions to Tenderers, if required; or
 - (b) fails or refuses to furnish the Performance Security, in accordance with the Instructions to Tenderers;

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

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

[Date]

[Witness]

[Signature of the Guarantor]

[Seal]

6. PERFORMANCE SECURITY FORM

To:

[Name of the 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 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 the sum specified therein as security for compliance with the Tenderer’s performance obligations in accordance with the Contract.

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

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

[amount of the guarantee in words and figures],

and we undertake to pay you, upon your first written demand declaring the tenderer to be in default under the Contract and without cavil or argument, any sum or sums within the limits of

.....

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

This guarantee is valid until the _____ day of 20

Signature and seal of the Guarantors _____

[name of bank or financial institution]

[address]

[date]

(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 hereby make a statement
as follows:-

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

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

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

.....

.....

..... (Title) (Signature)

(Date)

Bidder Official Stamp

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

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

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

2. THAT the aforesaid Bidder, its servants and/or agents /subcontractors will not engage in any
corrupt or fraudulent practice and has not been requested to pay any inducement to any member of
the Board, Management, Staff and/or employees and/or agents of..... (insert name of the
Procuring
entity) which is the procuring entity.

3. THAT the aforesaid Bidder, its servants and/or agents /subcontractors have not offered any
inducement to any member of the Board, Management, Staff and/or employees and/or agents of
..... (name of the procuring entity)

4. THAT the aforesaid Bidder will not engage /has not engaged in any corrupt practice with other
bidders participating in the subject tender

5. THAT what is deposed to herein above is true to the best of my knowledge information and belief.

..... (Title)	 (Signature)	 (Date)
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Bidder's Official Stamp