



WATER RESOURCES AUTHORITY
Accounting for Every Drop!

PROVISION OF MEDICAL INSURANCE COVER FOR BOARD AND STAFF

TENDER NO: WRA/T/6/2019-2020

CLOSING DATE: 27th December, 2019

**WATER RESOURCES AUTHORITY
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SECTION I - INVITATION FOR TENDERS

December 13th, 2019

TENDER NO.WRA/T/6/2019-2020 FOR PROVISION OF MEDICAL INSURANCE COVER FOR BOARD AND STAFF.

Water Resources Authority (WRA) is a state corporation established under Section 11 of the Water Act, 2016. Pursuant to Section 6 of the Act which came in to effect on 21st April, 2017 vide Legal Notice No. 59, the Authority is an Agent of the National Government responsible for regulating the management and use of water resources. The Water Act, 2016 makes extensive provisions on the Authority's role in regulating the use and management of water resources.

WRA was operationalized vide Legal Notice No. 60 on 21st of April, 2017. However, the Authority has been in existence for 12 years following its' establishment under the Water Act, 2002 as Water Resources Management Authority (WRMA).

WRA hereby invites tenderers to submit sealed tenders for the provision of Medical Insurance Cover for Board and Staff for a period of twelve (12) Months with an option of renewal once subject to Satisfactory Performance.

Interested eligible candidates may view and download the document **free of charge** from Public Procurement Information Portal (PIIP) www.tenders.go.ke or from our website on the following link: - www.wra.go.ke, or purchase the documents at a cost of **Kshs. 1000.00** from the Water Resources Authority. **NHIF BUILDING Ngong Road Nairobi, WING B 10th floor.**

Bidders who download the tender document from the Government Portal-www.tenders.go.ke shall be required to email their detailed contact information to procurement.wrma@gmail.com for future communication.

Prices (premium) quoted should be gross inclusive of all taxes, must be in Kenya Shillings and should remain valid for one hundred and twenty (120) days after date of Tender Opening.

Water Resources budget estimates for provision of medical cover for staff and governing board members is **Ksh. 50,000,000 (Fifty Million Shillings).**

Completed tender documents (**Original and Copy**) are to be enclosed in plain sealed envelopes, marked with the tender number and name and be deposited in the tender box provided at The Water Resources Authority. **NHIF BUILDING Ngong Road Nairobi, WING B 9th floor**, or be addressed to:

**Water Resources Authority
P. O. Box 45250-00100
NAIROBI**

So as to be received on or before **Friday 27th December, 2019 at 11.00 AM**

Tenders must be accompanied by a tender Security of **Kshs. 950,000 (Nine Hundred and Fifty Thousand)** in form of a guarantee from a reputable bank or guarantee from an Insurance company approved by the Public Procurement Regulatory Authority (PPRA) payable to Water Resources Authority.

Tenders will be opened immediately thereafter in the presence of the tenderers representatives who choose to attend the opening at the Water Resources Authority, 10th floor, NHIF Building Wing B, Ngong Road Nairobi.

Chief Executive Officer
WATER REOURCES AUTHORITY

SECTION II - INSTRUCTION TO 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 (hereinafter referred to as the term) specified in the tender documents.

2.1.2 Water Resources Authority's employees and their relatives (spouse and children) are not eligible to participate in the tender unless where specially allowed under section 131 of the Act.

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 Water Resources Authority to provide consulting services for the preparation of the 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.

2.2 Cost of Tendering

2.2.1 The Tenderer shall bear all costs associated with the preparation and submission of its tender, and Water Resources Authority, will in no case be responsible or liable for those costs. Regardless of the conduct or outcome of the tendering process

2.2.2 The price to be charged for the tender document shall not exceed Kshs. 1,000/=

2.2.3 Water Resources Authority shall allow the tenderer to review the tender document free of charge before purchase.

2.3 Contents of Tender Document

2.3.1 The tender documents comprise the documents listed below and addenda (IF ANY) 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

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 Water Resources Authority by post, or email at Water Resources Authority's address indicated in the Invitation for tenders. Water Resources Authority 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 Water Resources Authority. 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 Water Resources Authority shall reply to any clarifications sought by the tenderer within 3 days of receiving the request to enable the tenderer to make timely submission of its tender.

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

2.5 Amendment of Tender Documents

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

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

2.5.3 In order to allow prospective tenderers reasonable time in which to take the amendment into account in preparing their tenders, Water Resources Authority, 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 Water Resources Authority, shall be written in English language. Any printed literature furnished by the tenderer may be written in another language provided they are accompanied

by an accurate English translation of the relevant passages in which case, for purposes of interpretation of the tender, the English translation shall govern.

2.7. Documents Comprising the Tender

- 2.7.1 The tender prepared by the tenderer shall comprise the following components:
- (a) A Tender Form and a Price Schedule completed in accordance with paragraph 2.8, 2.9 and 2.10 below
 - (b) Documentary evidence established in accordance with paragraph 2.11.2 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 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

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.

Prices (premium) indicated on the Premium Schedule shall be the cost of the services quoted including all VAT and other taxes payable.

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

2.10. Tender Currencies

- 2.10.1 Prices (premium) 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 Procuring entity's satisfaction that the tenderer has the financial and technical capability necessary to perform the contract.

2.12. Tender Security

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

2.12.2 The tender security shall not exceed 2 per cent of the tender price.

2.12.3 The tender security is required to protect Water Resources Authority 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 and shall be in the form

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

2.12.5 Any tender not secured in accordance with paragraph 2.12.1. And 2.12.3 shall be rejected by Water Resources Authority 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 Water Resources Authority as non-responsive.

2.13.2 In exceptional circumstances, Water Resources Authority 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. Format and Signing of Tenders

2.14.1 The tenderer shall prepare 1 original and 1 COPY of the tender, clearly 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 paginated and initialed by the person** or persons signing the tender.

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

2.15 Sealing and Marking of Tenders

2.15.1 The tenderer shall seal the original and copies of the tender in **separate envelopes**, duly marking the envelopes 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 Water Resources Authority 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 27th December, 2019 at 11.00 am**”

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, Water Resources Authority will assume no responsibility for the tender’s misplacement or premature opening.

2.16. Deadline for Submission of Tenders

Tenders must be received by Water Resources Authority at the address specified under invitation for tenders not later than 27th December, 2019 at 11.00 am.

Water Resources Authority 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 Water Resources Authority and candidates previously subject to the deadline will thereafter be subject to the deadline as extended.

Bulky tenders which will not fit the tender box shall be received by Water Resources Authority 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 Procuring entity 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 no 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 Water Resources Authority will open all tenders in the presence of tenderers' representatives who choose to attend, at **11.00AM on 27th December, 2019** 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 tenderer's names, tender modifications or withdrawals, tender prices, discounts, and the presence or absence of requisite tender security and such other details as Water Resources Authority, at its discretion, may consider appropriate, will be announced at the opening.
- 2.18.3 Water Resources Authority 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 Water Resources Authority 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 Water Resources Authority in Water Resources Authority's tender evaluation, tender comparison or contract award decisions may

result in the rejection of the tenderers' tender.

2.20 Preliminary Examination and Responsiveness

- 2.20.1 Water Resources Authority 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 Water Resources Authority 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, Water Resources Authority 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. Water Resources Authority'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 Water Resources Authority 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, Water Resources Authority 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 Water Resources Authority will evaluate and compare the tenders which have been determined to be substantially responsive, pursuant to paragraph 2.20
- 2.22.2 Water Resources Authority'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) Water Resources Authority 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 Water Resources Authority'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 Water Resources Authority

2.23.1 Subject to paragraph 2.19 no tenderer shall contact Water Resources Authority 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 Water Resources Authority 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 Procuring entity 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 tenderer's qualifications submitted by the tenderer, pursuant to paragraph 2.11.2, as well as such other information as Water Resources Authority 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 Water Resources Authority 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 Procuring entity will award the contract to the successful tenderer whose tender has been determined to be substantially responsive and has been determined to be the lowest evaluated tender, provided further that the tenderer is determined to be qualified to perform the contract satisfactorily.

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 Water Resources Authority 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 Water Resources Authority's action. If Water Resources Authority determines that none of the tenders is responsive, the Procuring entity shall notify each tenderer who submitted a tender.

2.26.2 Water Resources Authority 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 his 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, Water Resources Authority 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 procuring entity 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 Water Resources Authority will promptly notify each unsuccessful Tenderer and will discharge its tender security, pursuant to paragraph 2.12

2.28 Signing of Contract

2.28.1 At the same time as Water Resources Authority notifies the successful tenderer that its tender has been accepted, Water Resources Authority 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 Water Resources Authority.

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 Water Resources Authority.

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 Water Resources Authority may make the award to the next lowest evaluated tender or call for new tenders.

2.30 Corrupt or Fraudulent Practices

2.30.1 Water Resources Authority 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 Water Resources Authority 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

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.

Instruction to tender reference	Particulars of Appendix to instructions to tenderers
2.1	Insurance underwriting Companies licensed by the Insurance Regulatory Authority to transact Business in Kenya, and registered by the Insurance Regulatory Authority.
2.1.3	Qualification Information statement shall be Required
2.2.2	No charge for down loading, but hard copies will be charged Kshs 1,000.00
2.11	<p>Mandatory Requirements</p> <ul style="list-style-type: none"> • Copy of Certificate of Incorporation/Registration. • Duly filled, signed and stamped form of tender. • Copy of Valid Tax Compliance Certificate from KRA. • Copy of AKI membership for the current year 2019. • Copy of registration certificate from IRA for 2019. • A valid Single business permit from County Government for 2019. • Submit copies of audited accounts for the latest three (3) financial years (2016, 2017 & 2018). • Provide Medical Reinsurance slip for the year 2019. • Attach recommendation letters in clients' letterhead dully signed and stamped from 10 major hospitals • Anti-corruption affidavit signed and stamped by a Commissioner of Oaths. • The document must be paginated.
2.12.1	Particulars of tender security if applicable. Kshs. 950,000 valid for an additional thirty (30) days after the expiry of the tender validity period. WRA budget estimates for the provision of the cover is kshs. 50,000,000 (Fifty Million Kenya Shillings Only)
2.12.4	Form of Tender Security. The Tender Security shall be in the form of Bank Guarantee from a reputable bank or a Guarantee from an Insurance Company approved by the Public Procurement Regulatory Authority (PPRA).
2.13	Validity of Tenders: Tenders shall remain valid for 120 days after date of Tender Opening
2.15.2 (b)	State day, date and time of tender closing: 27th December, 2019 at 11.00AM
2.16.1	Deadline for submission of Tenders: 27th December, 2019 at 11.00AM

2.16.3	Bulky tenders that will not fit in the tender box shall be delivered to the Procurement function and will be signed for, the officer receiving indicating date and time delivered.
2.18.1	Opening of Tenders: 27th December, 2019 at 11.00AM
2.25	Award of Contract: The Contract will be awarded: - to lowest evaluated bidder, who meets all the requirements in the Staff Medical Insurance Cover Shall be awarded.
2.29	Particulars of performance security if applicable. 10% of Contract price

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 Water Resources Authority 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 Water Resources Authority under the Contract.
- (d) "Water Resources Authority" means 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 superseded 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 Procuring entity's prior written consent, disclose the Contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of Water Resources Authority 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 Water Resources Authority'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 Water Resources Authority and shall be returned (all copies) to the Procuring entity on completion of the contract's or performance under the Contract if so required by Water Resources Authority.

3.5. Patent Rights

3.5.1 The Contractor shall indemnify Water Resources Authority 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 Water Resources Authority the performance security where applicable in the amount specified in SCC

3.6.2 The proceeds of the performance security shall be payable to Water Resources Authority 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 Water Resources Authority and shall be in the form of:

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

3.6.4 The performance security will be discharged by the Procuring entity and returned to the Candidate not later than thirty **(30) days** following the date of completion of the 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 Water Resources Authority 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 Water Resources Authority, 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 charged 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 Water Resources Authority'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 25% of the original contract price
- 3.9.4 Price variation requests shall be processed by Water Resources Authority 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 Water Resources Authority's prior written consent.

3.11. Termination for Default

3.11.1 Water Resources Authority 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:

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 Water Resources Authority.

If the Contractor fails to perform any other obligation(s) under the Contract

If the Contract in the judgment of Water Resources Authority has engaged in corrupt or fraudulent practices in competing for or in executing the contract

3.11.2 In the event Water Resources Authority 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 un-delivered and the Contractor shall be liable to Water Resources Authority 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 Water Resources Authority 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 Water Resources Authority.

3.13. Termination for Convenience

3.13.1 Water Resources Authority 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 Water Resources Authority 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 procuring entity 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 it's delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.

3.18 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 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

Special Conditions of Contract as relates to the General Conditions of Contract

Reference of general conditions	Special condition of contract
3.6 Performance	10% of tender sum
3.7 Delivery of Services	For a contract period of one (1) year with an option of renewal once subject to Satisfactory Performance
3.8 Payment	Premium will be paid in four equal installments quarterly per
3.9 Price adjustment	No Price adjustments will be allowed. However, the policy should be able to provide for additional staff and dependants, WRA members and or reduction of the same at similar price
3.16 Applicable law	As provider for in the Laws of Kenya
3.18 Notices	The Chief Executive Officer Water Resources Authority P. O. Box 20414-00200 NAIROBI

SECTION V – SCHEDULE OF REQUIREMENTS

Water Resources Authority wishes to engage an insurance underwriting company to provide Staff Medical Insurance (Both Inpatient and Out Patient) Cover.

The Insurance Underwriting Company must meet the following conditions in addition to requirements in the award criteria:-

- 1) Must be registered with the Insurance Regulatory Authority for the current year and a copy of the current license be submitted.
- 2) Must give, previous years, at least fifteen (15) reputable clients' with their premiums for similar medical insurance covers.
- 3) Must submit a copy of the audited accounts for the previous 3 years.
- 4) Must attach CV's of key management and technical staff.
- 5) Must submit copies of the following documents;
 - Certificate of Registration/Incorporation
 - Valid Tax Compliance Certificate
 - Company profile
- 6) Must provide proof of membership of the Association of Kenya Insurers (AKI).
- 7) Provide proof of being in business for the last five years to date.
- 8) Completely Fill the Confidential Business Questionnaire
- 9) The bidders must quote for medical insurance both inpatient and outpatient for the bids to be considered complete
- 10) Complete the form of tender and price (premium) schedule in the formats provided
- 11) Any other information or documents which in your opinion may assist in the objective evaluation of your proposal.
- 12) All bids admitted at the mandatory qualification shall be subjected to technical and financial evaluation.

SECTION VI: DETAILS OF MEDICAL INSURANCE COVER



WATER RESOURCES AUTHORITY

TERMS OF REFERENCE

STAFF MEDICAL INSURANCE COVER FOR THE PERIOD 2019/2020

Water Resources Authority (WRA) seeks to contract a reputable underwriting insurance company to provide a staff medical insurance that entails benefits which ensure members of staff receive quality health care.

The proposed Staff Medical Scheme is intended to provide to all employees and their dependents quality and affordable medical and health care services on a 24-hour cover basis, taking into cognizance unpredictable nature of sicknesses and/or accidents.

The selected provider should ensure that during service delivery to WRA staff, controls and procedures should not be unnecessarily bureaucratic and cumbersome.

The medical scheme is expected to cover the following: -

1. Inpatient Cover

The In-patient cover benefit shall cater for all medical and surgical conditions which need admission and where the management will be

of therapeutic value. The inpatient cover shall include the illnesses requiring hospitalization including pre-existing illnesses, chronic and HIV/AIDS conditions, specialized treatment and will cater for the following benefits: -

Accident and hospitalization - evacuation, accommodation, doctor(s)' fees, operating theatre, ICU charges, physiotherapy, prescribed drugs, dressings surgical appliances, X-rays, dental, optical.

Hospitalization Charges

Nursing Care

Diagnostic laboratory and associated services

Rehabilitation services

Operating theatre services

Specialist consultations

Radiology services

Drugs prescribed by treating clinician

Pre-hospitalization procedures such as x-ray, or other medical diagnostic procedures and tests

Maternity and Reproductive Health Cover

Consultation and treatment for both mother and child/ren

Cost of child birth including caesarian section deliveries

Family planning services

Inpatient Surgery

Admission bed

Emergency caesarian

Hospitalization due to dental and optical cases

Gynecological illnesses

Treatment while in hospital; and

Discharge from hospital and the cost of treatment thereof

2. Outpatient Cover

The Outpatient scheme shall deal with cases of illnesses not requiring admission into a hospital and will include examinations, diagnosis and treatment at health clinics and/or hospitals with the aim of preventing any ailment or illness from growing into cases that require

hospitalized treatment.

The outpatient cover shall encompass the following benefits: -

- Routine outpatient consultation
- Diagnostic laboratory and radiology services
- Prescribed physiotherapy
- Accidents
- Prescribed drugs and dressings
- HIV/AIDS related conditions, prescribed ARVs, and other related medication
- Routine Immunization (KEPI)
- Routine antenatal checkups (max 1 u/S exam) postnatal care
- Chronic and recurring conditions
- Outpatient emergency ambulance services
- Dental services; cost of dental consultation, orthodontics, root canal, dentures and denture repairs, fillings, x-rays, extractions, including surgical extractions together with anesthetist's fees and operating theatre
- Optical services. The cover should cater for glasses, frames and replacements and any other treatment as advised by optician
- Annual general medical check up
- Immunizations
- Counseling services
- Specialist opinion on referral basis
- Health education (wellness programs)
- Annual pap smear and breast checks for female members and dependents
- Annual prostate checks for male members and dependents
- Conditions necessitated by terrorism
- Any additional benefits should be specified by the bidder
- Evacuation
- Treatment of congenital defects
- Psychiatry and psychotherapy treatment
- Annual medical Checkups

3. Particulars/Requirements of medical scheme cover

The bidder is expected to provide the following:

- Full details of what the cover provides
- Eligible expenses included in the in-patient cover
- Eligible expenses included in the out-patient cover
- Full details of cover exclusions i.e. give specific details of each excluded condition

4. Network Coverage

The bidder should have extensive and reputable network of Hospitals, Clinics, Pharmacies and Laboratories within easy reach of the members and their dependants. The bidder is required to provide the following: -

- (i) List of all their facilities countrywide;
- (ii) Full details of towns where the insurance company is represented;
- (iii) The appointed hospitals, clinics and doctors' all over the country that can be accessed by WRA employees and their dependents (attach their respective lists).
- (iv) Full details of the medical cover outside Kenya and all exclusions that are applicable.

NB: WRA employees are resident in all the 47 counties in the country (Kakamega, Kitale, Eldoret, Siaya, Kisumu, Kisii, Kericho, Nakuru, Kapenguria, Kabarnet, Lodwar, Naivasha, Narok, Machakos, Nairobi, Kiambu, Kibwezi, Loitokitok, Mombasa, Embu, Murang'a, Meru, Kitui, Garissa, Kerugoya, Malindi, Lamu, Nanyuki, Rumuruti, Isiolo, Manderu, Marsabit); and their dependents do not necessarily live with them in the same locality.

Once in a while, staff may be required to perform their duties out of station or travel within the country or overseas to attend training, seminars or workshops, field work and outreach services.

The bidder should therefore make provision for such cases in their proposal.

5. Case Management

The bidder is expected to provide details on the following: -

- (i) A detailed description on how the cover is going to be administered
- (ii) An analysis on how the service provider intends to address the following issues/procedures
 - (a) Admission of members into the cover i.e. how the members will access the services
 - (b) Admission of members with pre-existing, chronic and congenital conditions into the cover (give details of the limits for each)
 - (c) Admission of HIV/AIDS related cases to the cover
 - (d) Procedure to be followed for overseas cover
 - (e) Procedure to be followed in getting last expense and full information on last expense

6. Claims Settlement Turnaround Time

The bidder is expected to give details of the claim's settlement turnaround time

7. Financial Stability

The bidder should provide documentary proof that they are financially sound and is fully licensed and registered as a medical insurance cover provider. NB: the tender documents must be accompanied with audited accounts for the last two years.

8. Exclusions

The bidder must state clearly special conditions and/or exclusions applicable to the scheme

9. References and key personnel

The bidder must give proof of years of experience, qualifications of key personnel charged with management of the medical scheme and tools as a proof of ability in the provision of medical insurance

services.

The bidder should give at least ten (10) current reputable clients from the public sector and five (5) from the private sector indicating the type of cover, duration, and premiums for the medical scheme cover provided per client.

10. Constitution of a Family

A family will consist of M + 4

11. Medical Benefits Limits

The following cover limits shall apply:

Table i - medical benefits limits

Salary Scale	Number of staff	Inpatient	Outpatient	Maternity	Dental	Optical	Last Expense
Directors of the Governing Board	7	1,000,000	150,000	100,000	20,000	20,000	50,000
1	1	1,500,000	200,000	100,000	20,000	20,000	50,000
2	2	1,000,000	150,000	100,000	20,000	20,000	50,000
3 - 4	65	1,000,000	100,000	100,000	20,000	20,000	50,000
5	29	500,000	75,000	100,000	20,000	20,000	50,000
6 - 10	623	300,000	50,000	100,000	20,000	20,000	50,000
	727						

The proposed cover will be for one (1) year and the bidder is expected to tender based on table i.

N/B: a list of staff, salary scales and their dependents will be provided.

Inpatient bed category for CEO and Directors will be executive

Table ii - in patient cover limits

Salary Scale	Cover Limit	Number	Bed Category
Directors of the Governing Board	1,000,000	7	Executive
1	1,500,000	1	Executive
2	1,000,000	2	Private
3 - 4	1,000,000	65	Semi Private
5	500,000	29	Semi Private
6 - 10	300,000	623	General Ward
		727	

Table iii - Out Patient Limits

Salary Scale	Number	Cover Limit Per Family
Directors of the Governing Board	7	150,000
1	1	200,000
2	2	150,000
3 - 4	65	100,000
5	29	75,000
6 - 10	623	50,000
	727	

12. Maternity

The cover should provide for the normal deliveries and emergency caesarian cases.

The maternity benefit should be part of in- patient cover. Further, the bidder should note that pre-natal and antenatal care should be part of out-patient.

13. Dental

The cover should cater for non-accidental dental and extractions and any other treatment as advised by dentist. The bidder should note that dental admissions should be covered under inpatient.

14. Optical Cover

The cover should cater for non-accidental optical treatment including glasses, frames and replacements and any other treatment as advised by optician.

The bidder should clearly state in writing all exclusions in the proposed cover.

Evaluation Criteria.

Mandatory Requirements

- Copy of Certificate of Incorporation/Registration.
- Duly filled, signed and stamped form of tender.
- Copy of Valid Tax Compliance Certificate from KRA.
- Copy of AKI membership for the current year 2019.
- Copy of registration certificate from IRA for 2019.
- A valid Single business permit from County Government for 2019.
- Submit copies of audited accounts for the latest three (3) financial years **(2016, 2017 & 2018)**.
- Provide Medical Reinsurance slip for the year 2019.
- Attach recommendation letters in clients' letterhead dully signed and stamped from 10 major hospitals
- Anti-corruption affidavit signed and stamped by a Commissioner of Oaths.
- The document must be paginated.

Technical Evaluation.

2.22	Technical Evaluation		
	Part A: MANDATORY TECHNICAL EVALUATION CRITERIA		
The following provisions must be provided for in the cover. (THESE ARE THE BASIC MINIMUM AND MUST BE MET IN FULL) . Each tenderer is therefore expected to provide comprehensive responses in the last column headlined "Bidders proposal". Bidders are expected to respond 'clause by clause'.			
No	Item	Description	Bidder's Proposal

1)	Out Patient Cover Limit	Directors (7) – Ksh. 150,000 Scale 1 (1) Ksh. 200,000 Scale 2 (2) Ksh. 150,000 Scale 3-4 (65) Ksh. 100,000 Scale 5 (29) Ksh. 75,000 Scale 6-10 (623)Ksh. 50,000 Total number of staff 727	
2)	In Patient Cover Limit	Directors – Ksh. 1,000,000 Scale 1 Ksh. 1,500,000 Scale 2 Ksh. 1,000,000 Scale 3-4 Ksh. 1,000,000 Scale 5 Ksh. 500,000 Scale 6-10 Ksh. 300,000 Total number of staff 727	
3)	Claims administration	Provide Reference letters from at least five (5)	
4)	Mode of Service Access	Use of Smart cards	
5)	No Co-payment for any service	Waiver of co-payment for any service	

6)	Age limit of members and dependents	No age limit for members and spouses	
----	---	---	--

7)	Hospital accommodation.	<p style="text-align: center;">Bed Category</p> <p>Directors – Executive</p> <p>1 Executive</p> <p>2 Private</p> <p>3-4 Semi Private</p> <p>5 Semi Private</p> <p>6-10 General Ward</p> <p>Total number of staff 727</p>	
8)	Access to specialists.	Direct access to common specialist's e.g dentists. Opticians, pediatricians, Obs/Gynae. No pre-authorization be required for access to specialist services.	
9)	Chronic illnesses, pre-existing conditions, HIV /Aids.	<p>Covered to the Full</p> <p>Overall Cover limit for outpatient</p> <p>Newly diagnosed Chronic conditions must be within the full overall cover</p>	
10)	Treatment of congenital defects.	<p>Covered to the Full</p> <p>Overall Cover limit for outpatient</p>	
11)	Maternity.	For normal child birth including pregnancy related complications (E.g. miscarriage) - Ksh	

		100,000 per family	
--	--	--------------------	--

		ALL caesarian operations (not only the first one) including Ectopic pregnancy - Ksh 100,000 per family	
12)	Non-accident ophthalmologic surgery.	Covered to the Full Overall Cover limit for outpatient	
13)	Dental cover.	Directors (7) - Ksh. 20,000 1 (1) Ksh. 20,000 2 (2) Ksh. 20,000 3-4 (65) Ksh. 20,000 5 (29) Ksh. 20,000 6-10 (623) Ksh. 20,000 Total number of staff 727	
14)	Post Hospitalization Benefit for accident and surgical admissions within thirty (30) days after discharge per principal member per year	Covered to the Full Overall Cover limit for outpatient	
15)	External aids on prescription	Wheel chair, corsets/walking frames, crutches	
16)	Last Expense or funeral cover	For the principal members and their insured dependents (spouses and children) at Ksh 50,000 per member.	
17)	Overseas cover Access	For a maximum of sixty consecutive days outside	

			of insurance for emergency illness or injury. As per the full overall cover limit	
	18)	Major organ transplant including the cost of organ donor	Covered to the Full Overall Cover limit.	
	19)	Accident caused dental and optical expenses. Non-accident ophthalmologic surgery and non-accident dental surgery	Covered to the Full Overall Cover limit.	
	20)	Emergency road/air evacuation services	Covered to the Full Overall Cover limit.	
	21)	Professional fees for specialist doctors (Physicians, Surgeons, and anesthetists)	Covered to the Full Overall Cover limit	
	22)	Theatre charges - surgical, ICU / HDU charges	Covered to the Full Overall Cover limit	
	23)	In-patient prescribed drugs/medicines and dressings (including prescription on discharge) for a maximum of two weeks)	Covered to the Full Overall Cover limit	
	24)	Internal & external	Covered to the Full	

		surgical implants, appliances, joint replacements and prostheses. External aids on prescription (Wheel chair, corsets/walking frames, crutches	Overall Cover limit.	
	25)	Psychiatry and psychotherapy treatment	Covered to the Full Overall Cover limit	
	26)	Annual medical Checkups	Must provide for General Medical check-ups once a year for employee and spouse	
	27)	Excess of Loss Benefit.	The benefit covers medical expenses in excess of the entitled cover limits and can only be accessed after the overall inpatient cover limit is exhausted	
	28)	Terrorism cover	Covered to the Full Overall Cover limit	

	29)	Outpatient Consultation Prescription drugs Prescribed routine laboratory tests, Radiology (X-ray and Ultrasound, CT Scan and MRI)	To cater for both illness and accident related injuries as per full cover	
	30)	Day care surgery	For minor surgical treatment that may not necessarily require hospital admission as per full cover.	

31)	KEPI and baby friendly vaccines.	Covered to the Full outpatient Cover limit	
32)	Accommodation/lodger fee.	Cater for accommodation/ Lodger fees for those accompanying children below twelve (12) years	
33)	Optical cover	Ksh.20,000.00 per family per year.	

Only bidders who meet **ALL** the requirements in Part A of the technical evaluation shall proceed to Part B of technical evaluation.

Part B: Technical Evaluation (General Requirements)

The details given are minimum requirements and bidders need to score 70 to proceed to financial evaluation.

S. No	Item	Description	Maximum Scores (%)
1.	Firm experience as shown by number of years in insurance business (Refer to Attached copies of IRA registration certificates for the last five (5) Years)	1 point for every years' experience to a maximum of five (5) years	5

2.	List of five (5) current Corporate Clients Attach copy of LSO/ Contract document	(2 marks for each)	10
3.	Recommendation letters from five (5) Public Institutions on client letter head which MUST be signed within the three (3) year period.	(4 marks each)	20
4.	Professional qualification	ACII/AIHK or equivalent	2
		Relevant degree	2

	and experience of the principal officer	Relevant experience - 1 point for every year's experience in Insurance industry. - max.6 years	6
5.	Professional qualifications and experience of two (2) other technical personnel or other officers	ACII/AIHK certification - 1 points	3
		Relevant degree	3
		Relevant experience - 1 point for every year's experience in Insurance industry. - (Max. 4 years)	8
6.	List at least three (3) other key professional staff and specify portfolio/ tasks. Attach CVs. (One of these MUST be from the disadvantaged groups i.e. Youth, Women or Persons living with disabilities)	(2 marks for each professional up to max of 3)	6
7.	Financial capability for the last three (3) years: Liquidity ratio;	☑ 2:1 ratio (2 Marks each year)	6

		each year) ☑ Less - 0 point	
8.	Premium turnover	Average premium turnover for the last two years -1 point for every Ksh.100 million handled to a maximum of 1 Billion.	10

	9.	Benefits (list the additional benefits to the cover for ease of evaluation)	1 marks for each benefit up to a maximum of five (5) benefits	5
	10.	List of health providers indicating their locations, contact person and telephone.	<input type="checkbox"/> 2 marks for 40- 60 hospitals <input type="checkbox"/> marks for 61 - 100 hospital <input type="checkbox"/> 6 marks for more than 101 hospitals)	6
	11.	General spread of indicated health providers presence in majority of the counties (clustered in the former eight (8) provinces) –	1 mark for each Region	8
	Total			100
	The minimum technical score to proceed to financial evaluation is 70 out of the 80 marks and only tenderers that secure the minimum technical score will be financially evaluated.			
2.25.1	<p>Financial Evaluation</p> <p>The Financial evaluation shall comprise 20% of the total marks.</p> <p>The formula for determining the financial score (SF) shall be as follows:</p> <p>Sf = 100 x Fm/f where</p> <p>Where: Sf is the financial score</p> <p>Fm is the lowest fees quoted and</p> <p>F is the fees of the quotation under consideration.</p>			

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. **Confidential 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 Water Resources Authority.
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 Water Resources Authority.

Form of Tender

To: _____
Name and address of procuring entity

Date _____
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
.....[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 _____ 2015

[Signature]

[In the capacity of]

Duly authorized to sign tender for and on behalf of _____

PREMIUM SCHEDULE FORM

CONTRACT FORM

THIS AGREEMENT made the _____ day of _____ 20_____ between
[name of Procurement entity] of [country of Procurement entity]
(hereinafter called “Water Resources Authority”) of the one part and
[name of tenderer] of [city and country of tenderer] (hereinafter
called “the tenderer”) of the other part:

WHEREAS Water Resources Authority invited tenders for the GPA cover and has
accepted a tender by the tenderer for the supply of the services in the sum of _____
_____ [contract price in words in
figures] (hereinafter called “the Contract Price”).

NOW THIS AGREEMENT WITNESSTH 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, via:
the Tender Form and the Price Schedule submitted by the tenderer;
the Schedule of Requirements
the Details of cover
the General Conditions of Contract
the Special Conditions of Contract; and
Water Resources Authority’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 GPA cover and to remedy defects therein in conformity in all
respects with the provisions of the Contract.
4. Water Resources Authority hereby covenants to pay the tenderer in consideration of
the provision of the services 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 Water Resources
Authority)

Signed, sealed, delivered by _____ the _____ (for the tenderer) in the presence 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.

<p>Part 1 General</p> <p>Business Name.....</p> <p>Location of Business Premises.....</p> <p>Plot No..... Street/Road.....</p> <p>Postal address..... Tel No.</p> <p>Email.....</p> <p>Nature of Business.....</p> <p>Registration Certificate No.....</p> <p>Maximum value of business which you can handle at any one time – Kshs.....</p> <p>Name of your bankers.....</p> <p>Branch.....</p>
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	Part 2 (a) – Sole Proprietor																									
	Your name in full..... Nationality.....Country of Origin..... Citizenship details.....																									
	Part 2 (b) – Partnership																									
	Given details of partners as follows <table style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 5%;"></th> <th style="width: 25%;">Name</th> <th style="width: 25%;">Nationality</th> <th style="width: 25%;">Citizenship details</th> <th style="width: 20%;">Shares</th> </tr> </thead> <tbody> <tr> <td>1.</td> <td>.....</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> <tr> <td>2.</td> <td>.....</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> <tr> <td>3.</td> <td>.....</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> <tr> <td>4.</td> <td>.....</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> </tbody> </table>		Name	Nationality	Citizenship details	Shares	1.	2.	3.	4.
	Name	Nationality	Citizenship details	Shares																						
1.																						
2.																						
3.																						
4.																						
	Part 2 (c) – Registered Company																									
	Private or Public State the nominal and issued capital of company Nominal Kshs. Issued Kshs. Given details of all directors as follows <table style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 5%;"></th> <th style="width: 25%;">Name</th> <th style="width: 25%;">Nationality</th> <th style="width: 25%;">Citizenship details</th> <th style="width: 20%;">Shares</th> </tr> </thead> <tbody> <tr> <td>1.</td> <td>.....</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> <tr> <td>2.</td> <td>.....</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> <tr> <td>3.</td> <td>.....</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> <tr> <td>4.</td> <td>.....</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> </tbody> </table>		Name	Nationality	Citizenship details	Shares	1.	2.	3.	4.
	Name	Nationality	Citizenship details	Shares																						
1.																						
2.																						
3.																						
4.																						
	Date.....Signature of Candidate.....																									

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 <Water Resources Authority> 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 Water Resources Authority on the Form; or
2. If the tender, having been notified of the acceptance of its tender by Water Resources Authority 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 Water Resources Authority up to the above amount upon receipt of its first written demand, without Water Resources Authority having to substantiate its demand, provided that in its demand Water Resources Authority 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]

(Amend accordingly if provided by Insurance Company)