



WATER RESOURCES AUTHORITY
Accounting for Every Drop!

**TENDER NAME:
PROVISION OF MEDICAL INSURANCE COVER
BROKERAGE SERVICES FOR BOARD AND STAFF**

**TENDER No.:
WRA/T/9/2019-2020**

CLOSING DATE: 13th FEBRUARY, 2020

Table of Contents

	Page
INTRODUCTION	3
Section I INVITATION FOR TENDERS.....	4
Section II INSTRUCTION TO TENDERERS Appendix to instructions to tenderers	5
Section III GENERAL CONDITIONS OF CONTRACT.....	21
Section IV SPECIAL CONDITIONS OF CONTRACT	28
Section V SCHEDULE OF REQUIREMENTS	31
Section VI STANDARD FORMS	33
1. FORM OF TENDER	35
2. PRICE SCHEDULES.....	37
3. CONTRACT FORM.....	38
4. CONFIDENTIAL BUSINESS QUESTIONNAIRE FORM	39
5. TENDER SECURITY FORM	40
6. PERFORMANCE SECURITY FORM.....	41
7. PROPOSED INSURANCE COMPANY’S AUTHORIZATION FORM.....	42

SECTION I - INVITATION FOR TENDERS
Date: 31ST JANUARY, 2020

TENDER REF. NO. WRA/T/9/2019-2020

TENDER NAME: PROVISION OF MEDICAL INSURANCE COVER BROKERAGE SERVICES FOR BOARD AND STAFF

1.1 The Water Resources Authority is a State Corporation established under the Water Act, 2016 and designated as the National Government agent responsible for regulating the management and use of water resources in the Country. The Water Resources Authority shall hereinafter be referred to as “WRA” or “the Authority”. **WRA** invites sealed tenders from eligible candidates for the proposed Medical Insurance Brokerage Services which shall be a fully enhanced medical scheme cover and is intended to provide all employees and their dependents with quality medical and health care services on 24 hours cover basis taking into cognizance the unpredictable nature of sicknesses and/or accidents. The cover will be both in and out-patient).

1.2 Interested eligible candidates may obtain further information from and inspect the tender documents at Water Resources Authority P.O. Box 45250-00100 Nairobi, NHIF Building, Wing B 10th Floor during normal office working hours. The tender document may also be viewed and downloaded from WRA’s website: www.wra.go.ke. Tenderer’s who download the tender document shall inform the supply chain department via email, [procurement@wra.go.ke/](mailto:procurement@wra.go.ke) procurement.wrma@gmail.com indicating the following:- □

Bidders name

- Postal address
- Telephone no
- Email address

1.3 Document shall be viewed and downloaded for free from WRA’s website: www.wra.go.ke, or at GOK Tenders Portal www.tenders.go.ke.

1.4 Prices quoted should be net inclusive of all taxes, and delivery costs, must be in Kenya Shillings and shall remain valid for (60) days from the closing date of the tender.

1.5 Completed tender documents are to be enclosed in plain sealed envelopes, marked with the tender number and name and be deposited in the **Tender Box at Water Resources Authority P.O. Box 45250-00100 Nairobi, NHIF Building, Wing B 10th**

Floor or be addressed to Water Resources Authority P.O. Box 4525000100 Nairobi so as to be received on or before 13th February, 2020

1.6 Tenders will be opened immediately thereafter in the presence of the candidates representatives who choose to attend at Water Resources Authority board room.

SIGNED:

Chief Executive Officer

SECTION II - INSTRUCTION TO TENDERERS

Table of Clauses

	Page
2.1 Eligible Tenderers.....	6
2.2 Cost of Tendering.....	6
2.3 Contents of Tender document.....	6
2.4 Clarification of Tender document.....	7
2.5 Amendments of Tender document.....	7
2.6 Language of Tenders.....	8
2.7 Documents Comprising the Tender.....	8
2.8 Tender Form.....	8
2.9 Tender Prices.....	8
2.10 Tender Currencies.....	9
2.11 Tenderers Eligibility and Qualifications.....	9
2.12 Tender Security.....	9
2.13 Validity of Tenders.....	10
2.14 Format and Signing of Tenders.....	11
2.15 Sealing and Marking of Tenders.....	11
2.16 Deadline for Submission of Tenders.....	12
2.17 Modification and Withdrawal of Tenders.....	12
2.18 Opening of Tenders.....	13
2.19 Clarification of Tenders.....	13
2.20 Preliminary Examination.....	13
2.21 Conversion to Single Currency.....	14
2.22 Evaluation and Comparison of Tenders.....	14 2.23
Contacting the Procuring Entity.....	15
2.24 Post-Qualification.....	16 2.25
Award Criteria.....	16
2.26 Procuring Entity’s Right to Vary Quantities	16
2.27 Procuring Entity’s Right to Accept or Reject any or all Tenders.....	16
2.28 Notification of Award.....	17
2.29 Signing of Contract.....	17 2.30
Performance Security.....	17
2.31 Corrupt or Fraudulent Practices.....	18

SECTION II - INSTRUCTIONS 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, committee members, board members 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 sub Insurers) is not associated, or have been associated in the past, directly or indirectly, with a firm or any of its affiliates which have been engaged by the Authority to provide consulting services for the preparation of the design, specifications, and other documents to be used for the procurement of the services under this Invitation for tenders.
- 2.1.4 Tenderers involved in the corrupt or fraudulent practices or debarred from participating in public procurement shall not be eligible.

2.2 Cost of Tendering

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

2.3 Contents of Tender Document

- 2.3.1 The tender documents comprise the documents listed below and addenda issued in accordance with clause 2.5 of these instructions to tenderers.
- (i) Instructions to Tenderers
 - (ii) General Conditions of Contract
 - (iii) Special Conditions of Contract
 - (iv) Schedule of Requirements
 - (v) Details of Insurance Cover
 - (vi) Form of Tender
 - (vii) Price Schedules
 - (viii) Contract Form
 - (ix) Confidential Business Questionnaire Form
 - (x) Tender security Form

- (xi) Performance security Form
- (xii) Insurance Company's Authorization Form
- (xiii) Declaration Form
- (xiv) Request for Review Form

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

2.4 Clarification of Tender Documents

2.4.1 A Candidate making inquiries of the tender documents may notify the Authority by post or by email to *Water Resources Authority P.O Box 45250 -00100 Nairobi or procurement.wrma@gmail.com/ procurement@wra.go.ke*. The Authority will respond in writing to any request for clarification of the tender documents, which it receives not later than three (3) days prior to the deadline for the submission of the tenders, as prescribed. Written copies of the Authority's response (including an explanation of the query but without identifying the source of inquiry) will be sent to all candidates who have received the tender documents.

2.4.2 The Authority shall reply to any clarifications sought by the tenderer within 1 day of receiving the request to enable the tenderer to make timely submission of its tender.

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

2.5 Amendment of Tender Documents

2.5.1 At any time prior to the deadline for submission of tenders, the 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 or email and such amendment will be binding on them.

2.5.3 In order to allow prospective tenderers reasonable time in which to take the amendment into account in preparing their tenders, the 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 2.1.2 that the tenderer is eligible to tender and is qualified to perform the contract if its tender is accepted;
- (c) Tender security furnished in accordance with paragraph 2.12 (if applicable) (d) Declaration Form.

2.8. Form of Tender

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

2.9. Tender Prices

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

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

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

2.10. Tender Currencies

2.10.1 Prices shall be quoted in Kenya Shillings

2.11. Tenderers Eligibility and Qualifications

2.11.1 Pursuant to paragraph 2.1 the tenderer shall furnish, as part of its tender, documents establishing the tenderers eligibility to tender and its qualifications to perform the contract if it's tender is accepted.

2.11.2 The documentary evidence of the tenderer's qualifications to perform the contract if its

tender is accepted shall establish to the Procuring entity's satisfaction that the tenderer has the financial and technical capability necessary to perform the contract.

2.12. Tender Security

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

2.12.2 The tender security shall amount to Kshs 1,000,000.

2.12.3 The tender security is required to protect the Procuring entity against the risk of Tenderer's conduct which would warrant the security's forfeiture, pursuant to paragraph 2.12.7

2.12.4 The tender security shall be denominated in Kenya Shillings or in another freely convertible currency, and shall be in the form

- a) 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 the Procuring entity as non-responsive, pursuant to paragraph 2.20.5

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

2.12.7 The successful Tenderer's tender security will be discharged upon the tenderer signing the contract, pursuant to paragraph 2.29, and furnishing the performance security, pursuant to paragraph 2.30

2.12.8 The tender security may be forfeited:

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

2.13. Validity of Tenders

2.13.1 Tenders shall remain valid for 60 days after date of tender opening pursuant to paragraph 2.18. A tender valid for a shorter period shall be rejected by the Procuring entity as nonresponsive.

2.13.2 In exceptional circumstances, the 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 an original and a 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 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 the copy 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 P.O. Box 45250-00100 Nairobi, NHIF Building, Wing B 10th Floor***

(b) bear tender number and name in the invitation to tender and the words, "DO NOT OPEN BEFORE 13th February, 2020 at 10.00am

2.15.3 The inner envelopes shall also indicate the name and address of the tenderer to enable the tender to be returned unopened in case it is declared "late".

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

2.16. Deadline for Submission of Tenders

(c) Tenders must be received by the Authority at the address specified under paragraph 2.15.2 not later than **13th February, 2020 10.00 am.**

2.16.1 The 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 WRA and candidates previously subject to the deadline will thereafter be subject to the deadline as extended.

2.16.2 Bulky tenders which will not fit the tender box shall be received at the Supply Chain Office 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 not later than the deadline for submission of tenders.

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

2.17.4 No tender may be withdrawn in the interval between the deadline for submission of tenders and the expiration of the period of tender validity. Withdrawal of a tender during this interval may result in the Tenderer's forfeiture of its tender security, pursuant to paragraph 2.12.7.

2.18. Opening of Tenders

2.18.1 The Authority will open all tenders in the presence of tenderers' representatives who choose to attend, at_and in the location specified in the invitation for tenders. The tenderers' representatives who are present shall sign a register evidencing their attendance

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

2.18.3 The 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 the 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 the Authority in the tender evaluation, tender comparison or contract award decisions may result in the rejection of the tenderers' tender.

2.20 Preliminary Examination and Responsiveness

2.20.1 The 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 There shall be no correction of errors pursuant to PPADA 2015 Sec 82. If there is a discrepancy between words and figures, the amount in words will prevail

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

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

(a) operational plan proposed in the tender;

(b) deviations in payment schedule from that specified in the Special Conditions of Contract

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

(a) Operational Plan

(i) The 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 the procuring entity's required delivery time will be treated as non-responsive and rejected.

(b) Deviation in payment schedule

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

2.22.4 The tender evaluation committee shall evaluate the tender within 15 days from the date of opening the tender.

2.23. Contacting the Procuring entity

2.23.1 Subject to paragraph 2.19 no tenderer shall contact the 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 the 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 Authority will verify and determine to its satisfaction whether the tenderer that is selected as having submitted the lowest evaluated responsive tender is qualified to perform the contract satisfactorily.

2.24.2 The determination will take into account the tenderer financial and technical capabilities. It will be based upon an examination of the documentary evidence of the tenderers qualifications submitted by the tenderer, pursuant to paragraph 2.11.2, as well as such other information as the 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 the 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 Authority will award the contract to the successful tenderer whose tender has been determined to be substantially responsive and has been determined to be the lowest evaluated tender, provided further that the tenderer is determined to be qualified to perform the contract satisfactorily.

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

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

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

2.26.1 The 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 the Authority's action. If the Authority determines that non of the tenders is responsive, it shall notify each tenderer who submitted a tender.

2.26.2 The 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 is qualification or who refuses to enter into a contract after notification of contract award shall be considered for debarment from participating in future public procurement.

2.27 Notification of Award

2.27.1 Prior to the expiration of the period of tender validity, the 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 Water Resources Authority pursuant to clause 2.9. Simultaneously the other tenderers shall be notified that their tenders were not successful.

2.27.3 Upon the successful Tenderer's furnishing of the performance security pursuant to paragraph 2.29 the 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 the Authority notifies the successful tenderer that its tender has been accepted and simultaneously inform the other tenderers that their tenders have not been successful.

2.28.2 Within seven (7) days of receipt of the Contract Form, the successful tenderer shall sign and date the contract and return it to the 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 the 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 the 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 The 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 The 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.

SECTION III - GENERAL CONDITIONS OF CONTRACT

Table of Clauses

	Page
3.1 Definitions.....	22
3.2 Application.....	22
3.3 Standards.....	22
3.4 Use of Contract Documents and Information.....	23
3.5 Patent Rights.....	23
3.6 Performance Security.....	23
3.7 Delivery of Services and Documents.....	24
3.8 Payment.....	24
3.9 Prices.....	24
3.10 Assignment.....	24
3.11 Termination for Default.....	25
3.12 Termination for Insolvency.....	25
3.13 Termination for Convenience.....	25
3.14 Resolution of Disputes.....	26
3.15 Governing Language.....	26
3.16 Applicable law.....	26
3.17 Force Majeure.....	26
3.18 Notices.....	27

SECTION III GENERAL CONDITIONS OF CONTRACT

3.1. Definitions

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

- (a) “The Contract” means the agreement entered into between the Procuring entity and the tenderer, as recorded in the Contract Form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
- (b) “The Contract Price” means the price payable to the tenderer under the Contract for the full and proper performance of its contractual obligations
- (c) “The Services” means services to be provided by the tenderer including any documents, which the tenderer is required to provide to the Procuring entity under the Contract.
- (d) “The Procuring entity” means the organization procuring the services under this Contract
- (e) “The Insurer” 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 superceded 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 Insurer shall not, without the Procuring entity's prior written consent, disclose the Contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the Procuring entity in connection therewith, to any person other than a person employed by the Insurer in the performance of the Contract.
- 3.4.2 The Insurer shall not, without the Procuring entity's prior written consent, make use of any document or information enumerated in paragraph 2.4.1 above.
- 3.4.3 Any document, other than the Contract itself, enumerated in paragraph 2.4.1 shall remain the property of the Procuring entity and shall be returned (all copies) to the Procuring entity on completion of the contract's or performance under the Contract if so required by the Procuring entity.

3.5. Patent Rights

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

3.6 Performance Security

- 3.6.1 Within twenty eight (28) days of receipt of the notification of Contract award, the successful tenderer shall furnish to the Procuring entity the performance security where applicable in the amount specified in SCC
- 3.6.2 The proceeds of the performance security shall be payable to the Procuring entity as compensation for any loss resulting from the Tenderer's failure to complete its obligations under the Contract.
- 3.6.3 The performance security shall be denominated in the currency of the Contract, 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.
- 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 Insurer'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 Insurer in accordance with the terms specified by the authority in the schedule of requirements and the special conditions of contract

3.8. Payment

- 3.81. The method and conditions of payment to be made to the Insurer under this Contract shall be specified in SCC
- 3.82. Payment shall be made promptly by the Authority, but in no case later than sixty (60) days after submission of an invoice or claim by the Insurer

3.9. Prices

- 3.9.1 Prices charged by the broker for Services performed under the Contract shall not, with the exception of any price adjustments authorized in SCC vary from the prices quoted by the tenderer in its tender or in the 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 10% of the original contract price
- 3.9.4 Price variation requests shall be processed by the authority within 30 days of receiving the request.

3.10. Assignment

- 3.10.1 The Insurer shall not assign, in whole or in part, its obligations to perform under this Contract, except with the Authority's prior written consent.

3.11. Termination for Default

- 3.11.1 The Authority may, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the Insurer terminate this Contract in whole or in part:
- (a) if the Insurer 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 Authority.
 - (b) If the Insurer fails to perform any other obligation(s) under the Contract
 - (c) If the Contract in the judgment of the Authority has engaged in corrupt or fraudulent practices in competing for or in executing the contract
- 3.11.2 In the event the 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 undelivered

and the Insurer shall be liable to the Authority for any excess costs for such similar services. However the Insurer shall continue performance of the contract to extent not terminated.

3.12. Termination for Insolvency

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

3.13. Termination for Convenience

3.13.1 The Authority by written notice sent to the Insurer, 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 Insurer of the contract is terminated and the date on which such termination becomes effective.

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

3.14 Resolution of Disputes

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

3.18 Notices

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

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

SECTION IV – SPECIAL CONDITIONS OF CONTRACT

4.1. CONDITIONS TO BE MET BY THE BROKER'S PROPOSED INSURANCE COMPANY

- 4.1.1 Must be registered with the Commissioner of Insurance for the current year and a copy of the current license be submitted.
- 4.1.2 Must have done annual gross premiums in previous year of Kshs. 500,000,000.00
- 4.1.3 Must have paid up capital of at least Kshs. 300,000,000.00
- 4.1.4 Must give a list of 5 (five) reputable clients and the total clients premiums for the previous year
- 4.1.5 Must submit a copy of the audited accounts for the previous year
- 4.1.6 Must submit copies of the following documents;
 - (a) PIN Certificate
 - (b) Tax Compliance Certificate
 - (c) Certificate of Registration/Incorporation
- 4.1.7 Must be a member of the Association of Kenya Insurance (AKI)

4.2. CONDITIONS TO BE MET BY INSURANCE BROKER

- 4.2.1 Must be registered with the Commission of Insurance for current year and a copy of the current license be submitted.
- 4.2.2 Must have a Bank guarantee of Kshs. 3,000,000.00 deposited with the Commissioner of Insurance and a Copy be submitted
- 4.2.3 Must have a Professional Indemnity Insurance Cover of at least Kshs. 50, 000,000.00 and a copy be submitted.
- 4.2.4 Must give a list of 5 (five) reputable clients and the total clients premium in the previous years
- 4.2.5 Must submit a copy of the audited accounts for the previous year
- 4.2.6 Must be a current member of the Association of Insurance Brokers (AIBK) (to be completed as appropriate. Amendments may be made as necessary)

In Addition to the above both insurance and proposed underwriters must meet the following conditions.

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, for the previous years, at least five (5) reputable clients and a maximum of ten (10) and the total clients' premiums for the medical Insurance.
3. Completely fill the Confidential Business Questionnaire.
4. The bidders must quote the medical Insurance both inpatient and outpatient for the bids to be considered complete.
5. Complete the form of tender and price schedule in the formats provided.
6. Any other information or documents which in your opinion may assist in the objective evaluation of your proposal.

7. All bids admitted at the mandatory qualification shall be subject to technical and financial evaluation.

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

Reference of general conditions of contract	Special condition of contract
3.6 Performance security	10% of the tender price.
3.7 Delivery of Services	The contract is for 1 year with an option of renewal once but based on Satisfactory performance.
3.8 Payment	Premium will be paid in four equal installments quarterly per year.
3.9 Price adjustment	No price adjustments allowed. However the policy should be able to provide for additional staff and or reduction of the same at similar price.
3.16 Applicable law	The Laws of Kenya
3.18 Notices	Water Resources Authority 10th floor, NHIF Building, wing B P.O. Box 45250-00100 NAIROBI.

SECTION V - SCHEDULE OF REQUIREMENTS

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

- Certified Copy of Certificate of Incorporation/Registration.
- Duly filled, signed and stamped form of tender.
- Certified Copy of Valid Tax Compliance Certificate from KRA.
- CR12 FORM
- Full contact details
- Certified copy of NHIF Compliance Certificate
- Certified copy of NSSF Compliance Certificate
- Certified Copy of AKI membership for the current year 2019.
- Copy of registration certificate from IRA for the last 3 years.
- Certified IRA copies of Medical Insurance Provider (MIP) for the last 10years.
- Current membership certificate of Association of Insurance brokers of Kenya (AIBK)
- Certified copy of valid Single business permit from County Government for 2019.
- Submit copies of audited accounts for the latest three (3) financial years **(2016, 2017 & 2018)**.
- Professional indemnity cover of not less than 50M
- Attach recommendation letters in clients' letterhead with current contact person dully signed and stamped from 10 major hospitals
- Anti-corruption affidavit signed and stamped by a Commissioner of Oaths.
- All pages must be signed/stamped and paginated
- The bidders must quote for medical insurance both inpatient and outpatient for the bids to be considered complete
- Complete the form of tender and price (premium) schedule in the formats provided
- Any other information or documents which in your opinion may assist in the objective evaluation of your proposal.
- All bids admitted at the mandatory qualification shall be subjected to technical and financial evaluation.

TERMS OF REFERENCE

MEDICAL INSURANCE COVER BROKERAGE SERVICES FOR BOARD AND STAFF FOR THE PERIOD 2019/2020

Water Resources Authority (WRA) seeks to contract a reputable medical insurance brokerage services 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, Loitoktok, Mombasa, Embu, Murang'a, Meru, Kitui, Garissa, Kerugoya, Malindi, Lamu, Nanyuki, Rumuruti, Isiolo, Mandera, 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. (renewal once with the hope of having long term relationship)

N/B:

- 1. a list of staff, salary scales and their dependents will be provided.**
- 2. Inpatient bed category for CEO and Directors will be executive**
- 3. Scale 5,6,7,8,9 and 10 to access restricted panel or service providers to exclude Nairobi Hospital, Aga Khan Hospital, MP-Shah Hospital, Gertrude's, Mombasa Hospital, Mater Hospital, Pandya Memorial Hospital**

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 (Member Only)
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

- Certified Copy of Certificate of Incorporation/Registration.
- Duly filled, signed and stamped form of tender.
- Certified Copy of Valid Tax Compliance Certificate from KRA.
- CR12 FORM
- Full contact details
- Certified copy of NHIF Compliance Certificate
- Certified copy of NSSF Compliance Certificate
- Copy of registration certificate from IRA for the last 3 years.
- Certified IRA copies of Medical Insurance Provider (MIP) for the last 10years.
- Current membership certificate of Association of Insurance brokers of Kenya (AIBK)
- Certified copy of valid Single business permit from County Government for

2019.

- Submit copies of audited accounts for the latest three (3) financial years (2016, 2017 & 2018).
- Professional indemnity cover of not less than 50M
- Attach recommendation letters with current contact person in clients' letterhead dully signed and stamped from 5 major hospitals
- Anti-corruption affidavit signed and stamped by a Commissioner of Oaths.
- All pages must be paginated

Technical Evaluation.

2.22	<p>Technical Evaluation</p> <p>Part A: MANDATORY TECHNICAL EVALUATION CRITERIA</p> <p>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’.</p> <table border="1" data-bbox="421 929 1497 1626"> <thead> <tr> <th data-bbox="421 929 531 1037">No</th> <th data-bbox="531 929 855 1037">Item</th> <th data-bbox="855 929 1278 1037">Description</th> <th data-bbox="1278 929 1497 1037">Bidder's Proposal</th> </tr> </thead> <tbody> <tr> <td data-bbox="421 1037 531 1626">1)</td> <td data-bbox="531 1037 855 1626">Out Patient Cover Limit</td> <td data-bbox="855 1037 1278 1626"> 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 </td> <td data-bbox="1278 1037 1497 1626"></td> </tr> </tbody> </table>			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	
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	Principal member 18-66 years Dependent's 0-25 years	
7)	Hospital accommodation.	Bed Category Directors – Executive 1 Executive 2 Private 3-4 Semi Private 5 Semi Private 6-10 General Ward Total number of staff 727	

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.	Covered to the Full Overall Cover limit for outpatient Newly diagnosed Chronic conditions must be within the full overall cover	
10)	Treatment of congenital defects.	Covered to the Full Overall Cover limit for outpatient	
11)	Maternity.	For normal child/children birth including pregnancy related complications (E.g.	

		100,000 per family	
		ALL caesarian operations (not only the first one) including Ectopic pregnancy - Ksh 100,000 per	
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	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	Covered to the Full Overall Cover limit	

	treatment		
26)	Annual medical Checkups	Must provide for General Medical check-ups once a year for employee and	
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 brokerage 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 and experience of the principal officer	ACII/AIHK or equivalent	2
		Relevant degree	2
		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	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;	<input type="checkbox"/> 2:1 ratio (2 Marks each year)	6

		each year) <input type="checkbox"/> 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 mark 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

Form of Tender

To: Name and address of authority	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 _____ 2014

_____	_____
[Signature]	[In the capacity of]

Duly authorized to sign tender for and on behalf of _____

Price Schedule Form

S/NO	ITEM DESCRIPTION	PER FAMILY (Kshs)	TOTAL PREMIUM (Kshs)
1.	a) Medical In-Patient cover Scale 1		
	b) Medical In-Patient cover Scale 2-4		
	c) Medical In-Patient cover Scale 5-6		
	d) Medical In-Patient cover Scale 7-10		
2.	a) Medical Out- Patient cover (Scale 1)		
	b) Medical Out- Patient cover (Scale 2-4)		
	c) Medical Out- Patient cover (Scale 5-6)		
	d) Medical Out- Patient cover (Scale 7-10)		
4	Emergency/Excess of loss of cover (Scale 1-11)		

NOTE: The Insurer/service provider will apply quoted rates whenever a new employee joins the Authority or when member's limits are revised.

Contract Form

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

WHEREAS the 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, viz:
 - (a) the Tender Form and the Price Schedule submitted by the tenderer;
 - (b) the Schedule of Requirements
 - (c) the Details of cover
 - (d) the General Conditions of Contract
 - (e) the Special Conditions of Contract; and
 - (f) the Authority’s Notification of Award
3. In consideration of the payments to be made by the Authority to the tenderer as hereinafter mentioned, the tenderer hereby covenants with the Authority to provide the GPA cover and to remedy defects therein in conformity in all respects with the provisions of the Contract.
4. The 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 the Authority)

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

CONFIDENTIAL BUSINESS QUESTIONNAIRE

You are requested to give the particular indicated in Part 1 and either Part 2(a), 2(b), or 2(c)
Which ever applies to your type of business

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

Part _____ General:

Business Name

Location of business premises

Plot No. Street/Road

Postal Address Tel. No.Fax Email

Nature of businessRegistration 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.....

Party 2(b) – Partnership

Give details of partners as follows

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

Part 2(c) – Registered Company:

Private or public

State the nominal and issued capital of the company –

Nominal Kshs..

Issued Kshs.....

Give details of all directors as follows

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

Date..... Signature of Tenderer

If a citizen, indicate under “Citizenship Details” whether by Birth, Naturalization or Registration

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 authority*] (hereinafter called <the authority> in the sum of [*state the amount*] for which payment well and truly to be made to the said authority, the Bank binds itself, its successors, and assigns by these presents. Sealed with the Common Seal of the said Bank this ____ day of _____ 20 _____

THE CONDITIONS of this obligation are:-

1. If the tenderer withdraws its tender during the period of tender validity specified by the authority on the Form; or
2. If the tender, having been notified of the acceptance of its tender by the 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 the authority up to the above amount upon receipt of its first written demand, without the authority having to substantiate its demand, provided that in its demand the 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)

PERFORMANCE SECURITY FORM

To:
[Name of authority]

WHEREAS *[name of tenderer]*
(Hereinafter called “the tenderer”) has undertaken, in pursuance of Contract No. _____

[reference number of the contract] dated _____ 20 _____ to supply
.....
[description of insurance services] (Hereinafter called “the Contract”)

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

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

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

[amount of the guarantee in words and figures], and we undertake to pay you, upon your first written demand declaring the tenderer to be in default under the Contract and without cavil or argument, any sum of money within the limits of
[Amount of guarantee] as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

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

Signature and seal of the Guarantors

[Name of bank of financial institution]

[Address]

[Date]

(Amend accordingly if provided by Insurance Company)

LETTER OF NOTIFICATION OF AWARD

Address of Authority

To: _____

RE: Tender No. _____

Tender Name _____

This is to notify that the contract/s stated below under the above mentioned tender have been awarded to you.

1. Please acknowledge receipt of this letter of notification signifying your acceptance.
2. The contract/contracts shall be signed by the parties within 30 days of the date of this letter but not earlier than 14 days from the date of the letter.
3. You may contact the officer(s) whose particulars appear below on the subject matter of this letter of notification of award.

(FULL PARTICULARS) _____

SIGNED FOR ACCOUNTING OFFICER

FORM RB 1 REPUBLIC OF KENYA PUBLIC PROCUREMENT ADMINISTRATIVE REVIEW BOARD

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

BETWEEN

.....APPLICANT

AND

.....RESPONDENT (*Authority*)

Request for review of the decision of the..... (*Name of the Authority*) ofdated the...day of20.....in the matter of Tender No.....of20...

REQUEST FOR REVIEW

I/We.....,the above named Applicant(s), of address: Physical address.....Fax No.....Tel. No.....Email, hereby request the Public Procurement Administrative Review Board to review the whole/part of the above mentioned decision on the following grounds , namely:-

- 1.
2. etc.

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

- 1.
2. etc

SIGNED(Applicant)

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

FOR OFFICIAL USE ONLY

Lodged with the Secretary Public Procurement Administrative Review Board on day of20.....

SIGNED
Board Secretary

PROPOSED INSURANCE COMPANY'S AUTHORIZATION FORM

The Broker shall provide an authorization letter from the proposed underwriting insurance company alongside the broker's own bidding document.