

REPUBLIC OF KENYA



THE COUNTY GOVERNMENT OF NANDI

STANDARD TENDER DOCUMENT

FOR

PROCUREMENT OF MEDICAL

INSURANCE SERVICES

TENDER NO: NDCG/T/02/2017-2018

COUNTY GOVERNMENT OF NANDI

P.O BOX 802-30300, KAPSABET

[Website: nandi.go.ke](http://nandi.go.ke)

INVITATION TO TENDER

County Government of Nandi invites bids from eligible and interested candidates for the following tender at the County Government of Nandi in Nandi, Kapsabet ;

Tender No.	Tender Name	Bid Security
NDCG/T/02/2017/2018	Provision of Medical Insurance Services	2% of Tender sum

The tender documents with detailed information may be obtained from the County website: www.nandi.go.ke free of charge.

For clarifications, please contact the **Head of Supply Chain Management Officer at the Nandi County Government of Nandi** –Tel: 0535252355 during normal working hours (Monday to Friday between 9am and 4pm excluding public holidays).

Prices quoted should be net inclusive of all taxes, must be in Kenya shillings, US Dollars, Euros or other freely convertible currency and shall remain valid for (60) days from the closing date of the tender.

Completed tender documents are to be enclosed in plain sealed envelopes clearly marked with the **tender reference number and title**, and the words **“DO NOT OPEN BEFORE 13rd October 2017”** and be deposited in the tender box at the TOWN HALL (Former Municipal Council) at County Government of Nandi or be mailed to the address below so as to be received on or before **13rd October 2017 at 12:Noon.**

The County Secretary,
County Government of Nandi,
P.O. Box 802-30300
Kapsabet, Kenya

Tenders will be opened immediately after the closing time in the presence of the bidders’ representatives who choose to attend the opening at the TOWN HALL (Former Municipal Council) County Government of Nandi, Kapsabet.

All bids must be accompanied by a bid security for the amount and form specified in the bid document.

Any canvassing or giving of false information will lead to automatic disqualification.

www.nandi.go.ke

SECTION I - INVITATION FOR TENDERS

TENDER FOR PROVISION OF INSURANCE HEALTH / MEDICAL INSURANCE SERVICES

- 1.1 County Government of Nandi invites sealed tenders from eligible candidates for provision of Medical Insurance Services starting from 1st November, 2017 and ending on 31st October, 2018 for an initial period of one year renewable annually subject to County Government of Nandi Performance up to a maximum of two years.
- 1.2 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.
- 1.3 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 TOWN HALL (Former Municipal Council) County Government of Nandi , P. O. Box 802, Nandi Postal Code 30300 so as to be received on or before 13th **October, 2017**.
- 1.4 All bids must be accompanied by a bid security for **2% of the tender sum** or an equivalent in a freely convertible currency denominated in Kenya Shillings or in another freely convertible currency in the form of a bank guarantee from a reputable bank or such insurance guarantee approved by the Public Procurement Regulatory Authority.
- 1.5 Tenders will be opened immediately thereafter in the presence of the candidates representatives who choose to attend at County Government of Nandi, Nandi.

SIGNED FOR:

**County Secretary,
County Government of Nandi**

SECTION II - INSTRUCTIONS TO TENDERERS

2.1. Eligible Tenderers

- 2.1.1 This Invitation for Tenders is open to all Medical Insurance service providers who satisfy the provisions of Section 55 of the Public Procurement and Asset Disposal Act, 2015. 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 The County Government of Nandi's employees, committee members, board members and their relatives (spouse and children) are not eligible to participate in the tender.
- 2.1.3 Tenderers shall provide the qualification information statement that the tenderer (including all members of a joint venture and subcontractors) is not associated, or have been associated in the past, directly or indirectly, with a firm or any of its affiliates which have been engaged by the County Government of Nandi 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 County Government of Nandi, 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) Form of Tender
 - (iii) Price Schedules

- (iv) Contract Form
- (v) Tender security Form
- (vi) Performance security Form
- (vii) Insurance County 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 the County Government of Nandi by post, fax or by email at the County Government of Nandi's address indicated in the Invitation for tenders. The County Government of Nandi will respond in writing to any request for clarification of the tender documents, which it receives not later than seven (7) days prior to the deadline for the submission of the tenders, prescribed by the County Government of Nandi. Written copies of the Procuring entities response (including an explanation of the query but without identifying the source of inquiry) will be sent to all candidates who have received the tender documents.

2.4.2 The County Government of Nandi 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, the County Government of Nandi, 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, the County Government of Nandi, at its discretion, may extend the deadline for the submission of tenders.

2.6 Language of Tenders

2.6.1 The tender prepared by the tenderer, as well as all correspondence and documents relating to the tender exchanged by the tenderer and the County Government of Nandi, 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 2.1.3 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 County Government of Nandi'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 of **2% of the Tender sum** or an equivalent in a freely convertible currency in the form specified in paragraph 2.12.4.

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 the County Government of Nandi against the risk of Tenderer's conduct which would warrant the security's forfeiture, pursuant to paragraph 2.12.2

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

- a) Cash.
- b) A bank guarantee.
- c) Such insurance guarantee approved by the Authority.
- d) Letter of credit.

2.12.5 Any tender not secured in accordance with paragraph 2.12.1. and 2.12.3 shall be rejected by the County Government of Nandi 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 2.28 or
 - (ii) to furnish performance security in accordance with paragraph 2.29
- (c) If the tenderer reject correction of an arithmetic error in the tender.

2.13. Validity of Tenders

2.13.1.1 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 County Government of Nandi as non-responsive.

2.13.1.2 In exceptional circumstances, the County Government of Nandi 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 the County Government of Nandi 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 13th October,2017.**

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 County Government of Nandi will assume no responsibility for the tender’s misplacement or premature opening.

2.16. Deadline for Submission of Tenders

b) Tenders must be received by the County Government of Nandi at the address specified under paragraph 2.15.2 not later than **13th October,2017.**

2.16.1 The County Government of Nandi may, at its discretion, extend this deadline for the submission of tenders by amending the tender documents in accordance with paragraph 2.5.3 in which case all rights and obligations of the County Government of Nandi 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 by a designated officer in the office of the Head of Supply Chain Management Services.

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 County Government of Nandi 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 2.12.2.

2.18. Opening of Tenders

2.18.1 The County Government of Nandi will open all tenders in the presence of tenderers' representatives who choose to attend, at **12.00 noon** on **13th September, 2017** 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 County Government of Nandi, at its discretion, may consider appropriate, will be announced at the opening.

- 2.18.3 The County Government of Nandi 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 County Government of Nandi 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 County Government of Nandi in the County Government of Nandi'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 The County Government of Nandi will examine the tenders to determine whether they are complete, whether any computational errors have been made, whether required sureties have been furnished, whether the documents have been properly signed, and whether the tenders are generally in order.
- 2.20.2 Arithmetical errors will be rectified on the following basis. If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail, and the total price shall be corrected. If the candidate does not accept the correction of the errors, its tender will be rejected, and its tender security forfeited. If there is a discrepancy between words and figures, the amount in words will prevail
- 2.20.3 The County Government of Nandi 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 County Government of Nandi 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 County Government of Nandi'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 County Government of Nandi 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 County Government of Nandi 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 County Government of Nandi will evaluate and compare the tenders which have been determined to be substantially responsive, pursuant to paragraph 2.20

2.22.2 The County Government of Nandi'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

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

(a) Operational Plan

(i) The County Government of Nandi requires that the services under the Invitation for Tenders shall be performed at the time specified in the Schedule of Requirements.

A tender offering to perform longer than the County Government of Nandi'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 County Government of Nandi may consider the alternative payment schedule offered by the selected tenderer.

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

2.23. Contacting the County Government of Nandi

2.23.1 Subject to paragraph 2.19 no tenderer shall contact the County Government of Nandi 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 County Government of Nandi 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 County Government of Nandi 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 County Government of Nandi 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 County Government of Nandi 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 County Government of Nandi 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. County Government of Nandi's Right to accept or Reject any or all Tenders

2.26.1 The County Government of Nandi 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 County Government of Nandi's action. If the County Government of Nandi determines that none of the tenders is responsive, the County Government of Nandi shall notify each tenderer who submitted a tender.

2.26.2 The County Government of Nandi 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, the County Government of Nandi 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 County Government of Nandi 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 County Government of Nandi 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 County Government of Nandi notifies the successful tenderer that its tender has been accepted, the County Government of Nandi will simultaneously inform the other tenderers that their tenders have not been successful.

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

2.28.3 The contract will be definitive upon its signatures 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 County Government of Nandi.

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 County Government of Nandi 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 County Government of Nandi 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 County Government of Nandi 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 - 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 the County Government of Nandi.
6. **Performance security Form** - The performance security form should not be completed by the tenderer at the time of tender preparation. Only the successful tenderer will be required to provide performance security in the form provided herein or in another form acceptable to the County Government of Nandi.

Form of Tender

To:
County Government of Nandi
P.O. Box 802, Kapsabet

Date _____

Tender Name _____

Gentlemen and/or Ladies:-

1. Having examined the Tender documents including Addenda No.
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

.....
..... 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 _____ 2017

[Signature]

[In the capacity of]

Duly authorized to sign tender for and on behalf of _____

Price Schedule

PRICE SCHEDULE- MIDDLE MANAGEMENT

Category	M	M+1	M+2	M+3	M+4	M+5	M+6
Outpatient							
Member 50,000							
M+1 70,000							
M+2 90,000							
M+3 110,000							
M+4 130,000							
M+5 150,000							
Total							

PRICE SCHEDULE- SENIOR MANAGEMENT

Category	M	M+1	M+2	M+3	M+4	M+5	M+6
Outpatient							
Member 75,000							
M+1 100,000							
M+2 125,000							
M+3 150,000							
M+4 175,000							
M+5 200,000							
Total							

PRICE SCHEDULE- INPATIENT

Category	Limit	Premium
Senior Management	1,500,000	
Middle Management	1,000,000	
Union staff	200,000	
Total		

No.	ITEMS	VALUE	TOTAL (Kshs)
1	<p>Medical cover</p> <p>a) In-Patient cover</p> <ul style="list-style-type: none"> - Governor - Deputy Governor - County Secretary - 10 CEC's - 18 Chief Officers - 7 Public Service Board members - 30 Senior Staff. <p>b) Out-Patient cover</p> <ul style="list-style-type: none"> - Governor - Deputy Governor - County Secretary - 10 Cecm's - 18 Chief Officers - 7 Public Service Board members - 30 Senior Staff. <p>c) Maternity Cover</p> <ul style="list-style-type: none"> - Governor - Deputy Governor - County Secretary - 10 Cecm's - 18 Chief Officers - 7 Public Service Board members - 30 Senior Staff. <p>d) Dental Cover</p> <ul style="list-style-type: none"> - Governor - Deputy Governor - County Secretary - 10 Cecm's - 18 Chief Officers - 7 Public Service Board members - 30 Senior Staff. <p>e) Optical Cover</p> <ul style="list-style-type: none"> - Governor - Deputy Governor - County Secretary - 10 Cecm's - 18 Chief Officers - 7 Public Service Board members - 30 Senior Staff. 		

2.	GROUP PERSONAL ACCIDENT <i>Benefits</i> <i>Death - Three years earnings</i> <i>TTD - Three years earnings</i> <i>PPD – Medical expenses</i>		
3.	GROUP LIFE <i>Death and Disability – Three years Earnings</i>		
4.	LAST EXPENSE		
5.	PERIOD OF COVER		
7.	PEOPLE TO BE COVERD <ul style="list-style-type: none"> - Governor - Deputy Governor - County Secretary - 10 Cecm’s - 18 Chief Officers - 7 Public Service Board members - 30 Senior Staff. 		
TOTAL			

Contract Form

THIS AGREEMENT made the.....day of 20.....between County Government of Nandi , of Kenya (hereinafter called “the County Government of Nandi”) of the one part and..... Of of the other part:

WHEREAS the County Government of Nandi invited tenders for the insurance services 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 County Government of Nandi’s Notification of Award

3. In consideration of the payments to be made by the County Government of Nandi to the tenderer as hereinafter mentioned, the tenderer hereby covenants with the County Government of Nandi to provide the GPA cover and to remedy defects therein in conformity in all respects with the provisions of the Contract.

4. The County Government of Nandi 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 County Government of Nandi)

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

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 1: - General:

Business Name
Location of business premises
Plot No..... Street/Road
Postal Address Tel. No.Fax Email
Nature of business
Registration Certificate No.

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

Kshs.....

Name of your bankers Branch

Part 2(a) – Sole Proprietor:

Your name in full Age
Nationality Country of origin.....
Citizenship details.....

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 (Hereinafter called “the tenderer” has submitted its bid dated for the provision of insurance services (hereinafter called <the tender?

KNOW ALL PEOPLE by these presents that WE
..... of
..... having our
..... registered office at
.....are bound to County Government of Nandi
in the sum of
Kshs..... for which payment well
and truly to be made to the said County Government of Nandi, 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 County Government of Nandi on the Form; or
2. If the tender, having been notified of the acceptance of its tender by the County Government of Nandi 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 County Government of Nandi up to the above amount upon receipt of its first written demand, without the County Government of Nandi having to substantiate its demand, provided that in its demand the County Government of Nandi will note that the amount claimed by it is due to it, owing to the occurrence of one or both of the conditions, specifying the occurred condition(s)

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

[Authorized Signatories and official stamp of the Bank]

PERFORMANCE SECURITY

FORM To: County Government of Nandi,

WHEREAS
(Hereinafter called "the tenderer") has undertaken, in pursuance of Contract No. _____
_____ dated _____ 20 _____ to _____ supply
.....
(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 Kshs.
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 Kshs. 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 _____

LETTER OF NOTIFICATION OF AWARD

County Government of Nandi
P. O. Box 802-30300,
Kapsabet

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.

SIGNED FOR PURCHASE AND SUPPLIES MANAGER

B. SPECIAL CONDITIONS OF THE TENDER

1) SALIENT FEATURES OF THE HEALTH INSURANCE SCHEME

STAFF MEDICAL COVER PROPOSAL

Scope of Cover

The cover should provide for medical and surgical expenses reasonably incurred by the insured members as a direct result of their sustaining accidental bodily injury and/or illness and/or a disease within the period of insurance.

Age

- Members actively in service from age 18 to age 65.
- A member already in the scheme can have cover extended up to 70 years of age provided that he/she remains in active service and subject to underwriting.
- Dependent Children from 0 Months (term Baby of 38 Weeks) of age up till the age of 18 years or to the age of 23 years if residing with their parents and enrolled full-time in a recognized post- secondary institution.
- The waiting period before cover commences for a new employee is 0 days.

Coverage for Hospitalisation (Inpatient Cover)

- Inpatient cover should provide for medically necessary hospital bed charges (standard ward bed), doctors' bills, anaesthetist's bills, operating theatre fees, pharmacy, laboratory and investigations reasonably incurred by an insured member.
- This cover should be on credit facility with our service providers.

Outpatient Services

- Members of the scheme should have a choice of medical attendant but treatment will be restricted to medical practitioners registered with the Kenya Medical Practitioners & Dentists Board.

- Cover will be on credit facility basis with our providers and on 100% reimbursement.

Super Enhanced Cover – Including Pre-existing, Chronic conditions and HIV conditions

Special benefits under the Super Enhanced cover

- Pre-existing, Chronic and HIV should be covered to the full limit (**at 100%**) of outpatient and inpatient limit.
- Congenital Illness should be Covered (**at 100%**)

Benefits

- The benefits under category Senior and Middle management staff should be based on shared cover per family.
- The benefits for union staff should be based on the member only under the inpatient cover.

**HEALTH INSURANCE SERVICES
IN-PATIENT**

CATEGORY	Basis	Inpatient Limit	
Senior Management	Per Family	1,500,000	
Middle Management	Per Family	1,000,000	
Union Staff	Per Family	200,000	
OUT-PATIENT SERVICES			
Category	Middle Management	Senior Management	
Member	50,000	75,000	
Member + 1	70,000	100,000	
Member + 2	90,000	125,000	
Member + 3	110,000	150,000	
Member + 4	130,000	175,000	
Member + 5	150,000	200,000	

Other benefits:

The Cover should also provide for:

- Last expenses (employees only)
- 1st emergency caesarean Section

- Inpatient dental and optical hospitalization resulting from an accident.
- Psychiatric conditions.
- Post hospitalisation.
- KEPI vaccines.
- PAP smear and PSA (employees and spouses).
- Outpatient and Inpatient dental and optical hospitalization resulting from an illness (apart from Laser eye Surgery). Maximum of 30,000.00
- Air Cross Boarder Evacuation.
- Local Ambulance services for transportation of a sick Member for treatment from an area where facilities for adequate care do not exist to the next available hospital or licensed medical facility.
- Claims related to expenses arising whilst the Member is temporarily abroad and requiring emergency treatment for an illness or injury that occurs during the period of travel.
- Treatment costs arising from a condition that warrants treatment overseas because the treatment is not available in Kenya.

Premiums

- All premiums should be on annual basis and should include ITL (0.2%), IPCF Tax (0.25%) and Stamp duty.

Members

- The list of members of the medical scheme is attached as an addendum to the tender.

2. MANDATORY QUALIFICATION REQUIREMENTS
FOR UNDERWRITERS

The health / Medical Insurance service providers should submit the following documents:

- I) Proof of having been in continuous business for the last five (5) years.
- II) Provide current reference letter on their letter heads.
- III) Provide the audited accounts for the last two (2) years.
- IV) Attach Company profile showing qualifications of Principal Officers and three (3) other key officers.
- V) Copy of Certificate of Registration with Commissioner of Insurance.
- VI) Copy of a current membership of the Association of Kenya Insurers (AKI).
- VII) Proof of compliance with statutory requirements from the following:
 - NSSF
 - NHIF
 - VAT Certificate
 - PAYE
 - Tax compliance certificate
- VIII) Provide list of Principal Shareholders and percentage of ownership.
- IX) Provide list of Hospitals where services can be accessed.
- X) Provide any other information or documents which may assist in the objective evaluation (of the underwriter's proposal).

3. EVALUATION

CRITERIA The basis of evaluation is as below.

CRITERIA FOR EVALUATION OF PROVISION HEALTH / MEDICAL INSURANCE SERVICES.

UNDERWRITERS

		Maximum Points
	LEGAL STATUS - REGISTRATION	
1	Certificate of Incorporation	2
2	Personal Identification Number (PIN)	1
3	Copy of Registration as an insurer	2
4	Copy of AKI membership certificate	2
5	NSSF compliance letter	2
6	NHIF compliance letter	2
7	PAYE compliance schedule	2
8	Tax Compliance certificate	2
9	Audited accounts Last 2 Years	2
10	Qualification of Key Officers	2
11	List of Current 10 Corporate clients	2
12	Directorship/shareholding	2
13	Proof of 5 years in business	2
14	Past Experience in Underwriting with ACFC	3
15	Proximity to Hospitals provided with ACFC	2
		30

Underwriters attaining a minimum of 85% of Total Maximum score (i.e. 85 % X 30 = 26 %) are considered to be responsive.