



**REPUBLIC OF KENYA
NYANDARUA COUNTY GOVERNMENT**

Office Tel: (+254) 020 2660859
P.O. Box 701-20303- **OL KALOU**

Email: info@nyandarua.go.ke
Email: directorsupplychainmng@nyandarua.go.ke

**OPEN TENDER
FOR
PROVISION OF BROKERAGE SERVICES FOR
MEDICAL INSURANCE & GROUP LIFE COVER FOR
MEMBERS OF STAFF OF NYANDARUA COUNTY
GOVERNMENT (BROKERS ONLY)**

TENDER NO: NCG/OT/01/GVN/2019-2020

Closing Date: Friday, March, 13TH 2020 at 11.00 A.M

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SECTION I - INVITATION FOR TENDERS

TENDER NO. NCG/OT/01/GVN/2019-2020

TENDER NAME: PROVISION OF BROKERAGE SERVICES FOR MEDICAL INSURANCE & GROUP LIFE COVER FOR MEMBERS OF STAFF OF NYANDARUA COUNTY GOVERNMENT (BROKERS ONLY)

- 1.1 The County Government of Nyandarua, here and in the subsequent sections referred to as the procuring entity invites sealed tenders from eligible candidates for the Provision of Brokerage Services Medical Insurance and Group Life Cover for Members of Staff of Nyandarua County Government.
- 1.2 Interested eligible candidates may obtain further information from and inspect the tender documents at the Supply Chain Management Offices, Department of Finance & Economic Development, located at the Governor's offices during normal working hours (8.00AM-5:00PM) or may download the same from the county government web-portal www.nyandarua.go.ke and or the national government procurement information web portal www.tenders.go.ke free of charge. Tender documents detailing the requirements may also be obtained from the same offices upon payment of a non-refundable fee of Kenya Shillings One Thousand Only (**Kshs. 1,000/=**). Payment shall be made to the Nyandarua County Government Revenue Account, **Equity Bank, A/C No.0620261016673**, Ol-Kalou Branch **or** Nyandarua County Government Revenue Account, **Kenya Commercial Bank, A/C No.1140736779**, Ol-Kalou Branch.
- 1.3 Prices quoted should be net inclusive of all taxes, must be in Kenya shillings and shall remain valid for **120 days** from the closing date of tender.
- 1.4 Tenders must be accompanied by a security from a Bank or insurance company approved by PPRA of Kshs. 350,000 (say Kenya Shillings Two Hundred Thousands only) and in the format as described under Section II - Appendix to Instructions to Tenderers. The Tender security should be valid for **120 days** from the deadline of submission of the tender.
- 1.5 Completed tender documents are to be enclosed in plain sealed envelopes marked with Tender name and reference number as per instructions in the Tender Documents addressed to:

**The County Secretary & Head of Public Service,
County Government of Nyandarua,
P.O BOX 701-20303,
OLKALOU.**

Should be deposited in the tender box situated at the entrance of the Governor's office, so as to be received on or before 13th March 2020, at 11.00am. Tenders will be opened immediately thereafter in the presence of the candidates or their representatives who choose to attend.

County Secretary & Head of Public Service

SECTION II - INSTRUCTION TO TENDERERS

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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 The procuring entity'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 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 Procuring entity 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
- 2.2.2 The price to be charged for the tender document shall not exceed Kshs. 5,000/=
- 2.2.3 The procuring entity shall allow the tenderer to review the tender document free of charge before purchase.

2.3 Contents of Tender Document

- 2.3.1 The tender documents comprise the documents listed below and addenda 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 Procuring entity by post, fax or by email at the procuring entity's address indicated in the Invitation for tenders. The Procuring entity 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 procuring entity. 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 procuring entity 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 Procuring entity, for any reason, whether at its own initiative or in response to a clarification requested by a prospective tenderer, may modify the tender documents by issuing and addendum.

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

2.5.3 In order to allow prospective tenderers reasonable time in which to take the amendment into account in preparing their tenders, the Procuring entity, 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 Procuring entity, 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 not exceed 2 per cent of the tender price.
- 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) Cash.
 - b) A bank guarantee.
 - c) Such insurance guarantee approved by the Authority.
 - d) Letter of credit.
- 2.12.5 Any tender not secured in accordance with paragraph 2.12.1. and 2.12.3 shall be rejected by the Procuring entity as non-responsive, pursuant to paragraph 2.20.5
- 2.12.6 Unsuccessful Tenderer's tender security will be discharged or returned as promptly as possible but not later than thirty (30) days after the expiration of the period of tender validity
- 2.12.7 The successful Tenderer's tender security will be discharged upon the tenderer signing the contract, pursuant to paragraph 2.29, and furnishing the performance security, pursuant to paragraph 2.30
- 2.12.8 The tender security may be forfeited:
- (a) if a tenderer withdraws its tender during the period of tender validity.
 - (b) in the case of a successful tenderer, if the tenderer fails:
 - (i) to sign the contract in accordance with paragraph 2.29 or
 - (ii) to furnish performance security in accordance with paragraph 2.30.
 - (c) If the tenderer reject correction of an arithmetic error in the tender.

2.13. Validity of Tenders

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

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

2.14. 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 Procuring entity 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 March 2020 at 11:00am*."

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 Procuring entity will assume no responsibility for the tender's misplacement or premature opening.

2.16. Deadline for Submission of Tenders

- 2.16.1 Tenders must be received by the Procuring entity at the address specified under paragraph 2.15.2 not later than *13th March 2020* at *11:00am*.
- 2.16.2 The Procuring entity 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 Procuring entity and candidates previously subject to the deadline will thereafter be subject to the deadline as extended.
- 2.16.3 Bulky tenders which will not fit the tender box shall be received by the procuring entity as provided for in the appendix.

2.17. Modification and Withdrawal of Tenders

- 2.17.1 The tenderer may modify or withdraw its tender after the tender's submission, provided that written notice of the modification, including substitution or withdrawal of the tenders, is received by the Procuring entity prior to the deadline prescribed for submission of tenders.
- 2.17.2 The tenderer's modification or withdrawal notice shall be prepared, sealed, marked and dispatched in accordance with the provisions of paragraph 2.15. a withdrawal notice may also be sent by fax or email but followed by a signed confirmation copy, postmarked no later than the deadline for submission of tenders.
- 2.17.3 No tender may be modified after the deadline for submission of tenders.
- 2.17.4 No tender may be withdrawn in the interval between the deadline for submission of tenders and the expiration of the period of tender validity. Withdrawal of a tender during this interval may result in the Tenderer's forfeiture of its tender security, pursuant to paragraph 2.12.7.

2.18. Opening of Tenders

- 2.18.1 The Procuring entity will open all tenders in the presence of tenderers' representatives who choose to attend, on *13th March 2020* at *11:00am*. and in the location specified in the invitation for tenders. The tenderers' representatives who are present shall sign a register evidencing their attendance.
- 2.18.2 The tenderer's' names, tender modifications or withdrawals, tender prices, discounts, and the presence or absence of requisite tender security and such other details as the Procuring entity, at its discretion, may consider appropriate, will be announced at the opening.
- 2.18.3 The Procuring entity 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 Procuring entity 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 Procuring entity in the Procuring entity'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 Procuring entity 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 Procuring entity may waive any minor informality or non-conformity or irregularity in a tender which does not constitute a material deviation provided such waiver does not prejudice or affect the relative ranking of any tenderer.
- 2.20.4 Prior to the detailed evaluation, pursuant to paragraph 2.20, the Procuring entity will determine the substantial responsiveness of each tender to the tender documents. For purposes of these paragraphs, a substantially responsive tender is one which conforms to all the terms and conditions of the tender documents without material deviations the Procuring entity's determination of a tender's responsiveness is to be based on the contents of the tender itself without recourse to extrinsic evidence.
- 2.20.5 If a tender is not substantially responsive, it will be rejected by the procuring entity and may not subsequently be made responsive by the tenderer by correction of the nonconformity.

2.21. Conversion to single currency

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

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

(a) operational plan proposed in the tender;

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

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

(a) Operational Plan

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

(b) Deviation in payment schedule

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

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

2.23. Contacting the Procuring entity

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

2.24 Post-qualification

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

2.25 Award Criteria

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

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

- 2.26.1 The Procuring entity 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 Procuring entity's action. If the Procuring entity determines that none of the tenders is responsive, the Procuring entity shall notify each tenderer who submitted a tender.
- 2.26.2 The procuring entity 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 Procuring entity will notify the successful tenderer in writing that its tender has been accepted.

2.27.2 The notification of award will signify the formation of the contract subject to the signing of the contract between the tenderer and the procuring entity pursuant to clause 2.9. Simultaneously the other tenderers shall be notified that their tenders were not successful.

2.27.3 Upon the successful Tenderer's furnishing of the performance security pursuant to paragraph 2.29 the Procuring entity 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 Procuring entity notifies the successful tenderer that its tender has been accepted, the Procuring entity 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 Procuring entity.

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 Procuring entity.

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 Procuring entity 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 Procuring entity 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 Procuring entity will reject a proposal for award if it determines that the tenderer recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question
- 2.30.3 Further a tenderer who is found to have indulged in corrupt or fraudulent practices risks being debarred from participating in public Procurement in Kenya.

Appendix to Instructions to Tenderers

Notes on the Appendix to the Instruction to Tenderers

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

Appendix to instructions to Tenderers

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

Instruction to tender reference	Particulars of Appendix to instructions to tenderers
2.1.1 Eligible Tenderers	<i>Registered Insurance Brokers and Insurance Firms Licensed and Operating in Kenya.</i>
2.10	<i>Particulars of other currencies allowed. None</i>
2.30.1	<i>A Code of Ethics form is provided along with the Bidding documents.</i>
2.2.2	<i>Bidders to download from the County Government website www.nyandarua.go.ke and or the national government procurement information web-portal www.tenders.go.ke (free of charge)</i>
2.12.2 Tender security	<i>Interested firms to provide a Tender Security of Kshs. 350,000.00 in the form of EITHER a Bank Guarantee OR guarantee issued by an Insurance Company registered with the Authority)</i>
2.12.4	<i>Form of Tender Security: The Tender Security shall be in the form of a Guarantee from a reputable bank or an insurance company approved by PPRA. Self-guaranteed tender security not allowed.</i>
2.16.3	<i>Bulky tenders will be received at the Supply Chain Management Offices, Department of Finance & Economic Development, located at the Governor's offices during normal working hours (8.00AM5:00PM) and recorded and signed for in a register by the representative of the County Government.</i>
2.24 Post-qualification	<i>The County Government will conduct due diligence as per the provisions of the Act prior to Award. The bidders may be required to make a presentation of the proposed cover details upon invitation</i>

SECTION III - GENERAL CONDITIONS OF CONTRACT

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SECTION III GENERAL CONDITIONS OF CONTRACT

3.1. Definitions

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

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

3.2. Application

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

3.3. Standards

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

3.4. Use of Contract Documents and Information

- 3.4.1 The Contractor shall not, without the Procuring entity's prior written consent, disclose the Contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the Procuring entity in connection therewith, to any person other than a person employed by the contractor in the performance of the Contract.
- 3.4.2 The Contractor shall not, without the 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 Contractor 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) Cash.
 - b) A bank guarantee.
 - c) Such insurance guarantee approved by the Authority.
 - d) Letter of credit.
- 3.6.4 The performance security will be discharged by the Procuring entity and returned to the Candidate not later than thirty (30) days following the date of completion of the Contractor's performance of obligations under the Contract, including any warranty obligations, under the Contract.

3.7. Delivery of services and Documents

3.7.1 Delivery of the services shall be made by the Contractor in accordance with the terms specified by the procuring entity 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 contractor under this Contract shall be specified in SCC

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

3.9. Prices

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

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

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

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

3.10. Assignment

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

3.11. Termination for Default

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

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

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

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

3.12. Termination for Insolvency

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

3.13. Termination for Convenience

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

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

3.14 Resolution of Disputes

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

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

3.15. Governing Language

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

3.16. Applicable Law

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

3.17 Force Majeure

3.17.1 The Contractor shall not be liable for forfeiture of its performance security, or termination for default if and to the extent that 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

3.1.1 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.

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

SECTION IV - SPECIAL CONDITIONS OF CONTRACT

Notes on Special Conditions of Contract

1. The clauses in this section are intended to assist the procuring entity in providing contract-specific information in relation to corresponding clauses in the General Conditions of Contract
2. The Provisions of Section IV complement the General Conditions of Contract included in Section III, specifying contractual requirements linked to the special circumstances of the procuring entity and the insurance cover required. In preparing Section IV, the following aspects should be taken into consideration.
 - (a) Information that complement provisions of Section III must be incorporated; and
 - (b) Amendments and/or supplements to provisions of Section III, as necessitated by the circumstances of the specific insurance cover required must also be incorporated.
3. Where there is a conflict between the provisions of the special conditions of contract and the provisions of the general conditions of contract, the provisions of the special conditions of contract shall prevail over the provisions of the general conditions of contract.
4. Any clause to be included in this section must be consistent with the applicable public procurement law and regulations.

SECTION IV- SPECIAL CONDITIONS OF CONTRACT

4.1 Conditions to be met by the Insurance Broker

MANDATORY REQUIREMENTS FOR BROKERS		YES/NO
a)	Tenders must be accompanied by a security of Kshs.350,000.00 (Kenya Shilling Three Hundred and Fifty Thousand Only) in the format prescribed for in the Appendix to Instruction to Tenderers	
b)	Submit Confidential Business Questionnaire Form dully filled and signed by Authorized signatory	
c)	Submit duly completed and signed and stamped form of tender indicating tender validity period as 120 days	
d)	Submit price Schedule duly completed and signed.	
e)	Submit original and copy of the tender document placed in a sealed envelope clearly marked as “original” and “copy” NB. The Broker and Underwriters documents to be sealed in one envelop (Original and Copy)	
f)	Submit properly bound, well presented document. All the pages of the tender document should be serialized or serially numbered in the format required.	
g)	Submit a duly completed and signed Declaration to Code of Ethics form signed by the Chief Executive Officer/ Authorized officer	
h)	Must submit a copy of the current year certificate of registration from the Insurance Regulatory Authority (IRA).	
i)	Must be a current member of the Association of Insurance Brokers (AIBK) and a copy of the membership certificate attached.	
j)	Submit a copy of Valid Tax Compliance Certificate from KRA	
k)	Submit a copy of Current Single Business Permit from County Government	
l)	Submit a Copy of Certificate of Incorporation/Registration	
m)	Must have a bank guarantee Minimum of Kenya Shillings Three (3) Million), deposited with IRA. Attach certified copy	
n)	Must have a Professional Indemnity Insurance Cover of at least Kenya Shillings hundred (100) million and a copy attached.	
o)	Copies of audited accounts for the last two years (2017 and 2018)	
p)	Must have done annual gross premiums in the previous year of Kshs. 200,000,000.00 (Two hundred million shillings) for the last 2 consecutive years	
q)	Submit a Copy of current CR 12 issued by the Registrar of Companies.	
r)	Submit a letter of introduction of the proposed underwriter recognizing the insurance broker, addressed to The County Government of Nyandarua (as per the address given in the letter of invitation).	
s)	Must give a list of at least 5 (five) reputable clients with premiums of Kenya Shillings 50 Million and above in the last three (3) years. Provide copies of contracts/LSO/Award letters	
NB: - Bidders must meet all the mandatory requirements to qualify for technical evaluation.		

4.2 Conditions to be met by the Insurance Company (Underwriter)

MANDATORY REQUIREMENTS FOR UNDERWRITERS		YES/NO
a)	Must be registered with the Commissioner of Insurance for the current year and a copy of the current license be submitted.	
b)	Submit audited accounts for the last two (2) years 2017 and 2018	
c)	Must be a current member of the Association of Kenya Insurers (AKI). Attach copy of the certificate.	
d)	Submit a certified copy of certificate of incorporation	
f)	Submit a copy of current tax compliance certificate from KRA	
h)	Submission of a claim settlement declaration statement signed by CEO/Principal officer	
i)	Claims Management- give details of claims settlement procedure and claims Settlement Turnaround Time	
j)	Submit a list of at least 5 (five) reputable clients with premiums of Kenya Shillings 50 Million and above in the last three (3) years. Provide copies of contracts/LSO/Award letters	
NB: - Bidders must meet all the mandatory requirements to qualify for technical evaluation.		

4.3 Technical Evaluation

MANDATORY MINIMUM REQUIREMENTS		COMPLIED	NOT COMPLIED
Tick as Appropriate			
a)	Medical Cover must be for both In-patient and Out- patient as one package under one underwriter and no co- sharing.		
b)	Age limits must be as follows: Staff members of County Government: <ul style="list-style-type: none"> i. Principal member and spouse 18 to 60 years. ii. Children to be covered from birth to 18 years or up to 25 years if in school. Children with disability to be covered for as long as they continue to be dependent on the principal member. 		
c)	Conditions to be covered must include Chronic, Congenital, Pre-existing, HIV/AIDS, Ambulance and air evacuation, Maternity, Dental and Optical in both In- patient and Out-patient and psychiatric treatment.		
d)	Must provide Biometric identification system at no additional premium.		
N.B; - Any bidder who doesn't meet all the mandatory requirements will be eliminated at this stage and will not proceed to the ranking stage.			

TECHNICAL EVALUATION RANKING STAGE	MAX. SCORE
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a)	Methodology/ Administration of the medical scheme i. Clearly state the procedures (in-patient and out-patient) to be followed by member(s), beneficiary (ies) in the provision of medical services, stating clearly the responsibilities of the parties involved. 5 Points <i>(Provide detailed information on the process)</i> ii. Details of the claims settlement turnaround time, time taken to issue/replace medical card. (The shorter and realistic the time for claim settlement and issuance/replacement of cards, the higher the score) Less than 7 days- 5 points 8-14 days- 3 points More than 14 days- 1 point	10
b)	Reinsurance Arrangements and Regulatory Approvals by IRA: Provide evidence of Reinsurance Arrangement for the Medical Insurance cover and Group Life assurance cover. 3 Points for each	6
c)	Provide a list of all the exclusions under: <ul style="list-style-type: none"> • Dental; 2 points • Optical; 2 points • Maternity; 2 points • Inpatient; 2 points • Out-patient. 2 points If the Scheme does not have any exclusions, please confirm the same in writing. <i>NB award of points for exclusions will be based on how best the bidder responds to the benefit package as outlined in the Schedule of Requirements</i>	10
d)	Specific experience of the insurance broker in provision of similar services. Provide the number of contracts with Government institutions done (<i>in the last three years – 2017, 2018 and 2019</i>) in the provision of medical cover and group life with business worth at least 10 million and 2 million respectively. 15 contracts and above for Medical 15 points 5 contracts and above for Group Life 5 points Others prorated at each contract 1 point <i>Provide copies of contracts/LSO/Award letters</i>	20
e)	Qualification and experience of Key staff proposed for the assignment: i. Principal Officer/ Team leader – <ul style="list-style-type: none"> • ACII/AIHK certification – 1 point • Relevant degree – 1 point • Relevant experience – 0.5 point for every year’s experience in Insurance industry (max.6 years) ii. Professional qualifications and experience of two other technical personnel. <ul style="list-style-type: none"> • ACII/AIHK – 0.5 point for each personnel • Relevant degree – 0.5 point for each personnel • Relevant experience – 0.5 point each for every year’s experience in insurance industry. max.- 4 years 	5 6
f)	Benefits (Additional benefits to the cover will be evaluated and rated appropriately) 1 mark for each benefit up to a maximum of three (3) benefits	3

g)	Provide Medical check for at least once annually at no additional cost. <ul style="list-style-type: none"> • Full blood count, Random Blood Sugar, Urine Analysis, Stool Analysis. 1 point • HIV Screening, Chest X-ray. 1 point • Liver Function Analysis, U/E/C's, Pap smear (Female), Breast Examination (Female). 1 point • Mammogram (female), Prostate Examination (male), Total Cholesterol Analysis, 1 point Etc. 	4
h)	Cash claims for areas not covered by provider network or where the attending doctor is not in the panel and if the patient has a long history with the doctor. <i>(Provide information regarding the procedure, time around and extent of settling such claims)</i>	5
i)	Scope of coverage (within Counties in Kenya and at least two hospitals within Nyandarua County & other Countries). <ul style="list-style-type: none"> • 24 counties and above- 2 points • Less than 24 counties- 1 point • Two hospitals within Nyandarua County- 4 points • One hospital within Nyandarua County-2 points 	6
j)	Financial strength of the broker. Profitability and turnover. i) Net profit Margin – 10% and above – 10 Marks <ul style="list-style-type: none"> - 5% - 10% - 5 Marks - 1% - 5% - 2.5 Marks Total -10 Mark ii) Current Ratio - Above 2 10 Marks <ul style="list-style-type: none"> - 1.5 – 2 5 Marks - 1 – 1.5 2.5 Mark - Below 1 0 Total – 10 Marks iii) Debt to Equity Ratio – Below 0.5 - 5 Marks <ul style="list-style-type: none"> - 0.5 – 1 - 2.5 Marks - Above 1 - 0 Total. – 5 Marks 	25
Total scores		100
Pass mark %		70
NB: - A bid that does not meet the above minimum pass mark will not proceed for further evaluation regardless of the cost of their proposal.		

4.4 Financial Evaluation

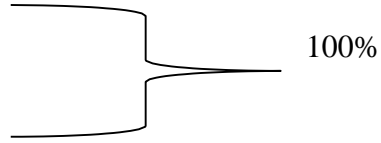
Only bids scoring 70% or more in the technical evaluation will be considered for further financial evaluation. For the purpose of determining the lowest evaluated bid, the procuring entity shall take factors other than the price into account in the following manner. The lowest financial bid will be allotted a maximum of 30 points and the other bids will be allotted points in proportion to their bid prices as shown here below:

$$\frac{\text{Lowest bid} \times 30}{\text{Bid price}}$$

Bids will be ranked according to their combined technical (St) and financial (sf) scores using weights.

Technical score maximum =70 Points total

Financial score maximum =30 Points



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

Reference of General Conditions of Contract	Special conditions of contract
3.6 Performance security	<i>10% of the contract sum</i>
3.7 Delivery of Service	<i>For a period of one year</i>
3.8 Payment	<i>As per the contract agreement</i>
3.9 Price adjustment	<i>No price adjustments will be allowed</i>
3.16 Applicable law	<i>Laws of Kenya</i>
3.18 Notices	<i>The County Secretary & Head of Public Service , Nyandarua County Government, P.O Box 701-20303, Ol Kalou.</i>

SECTION V - SCHEDULE OF REQUIREMENTS

TERMS OF REFERENCE FOR MEDICAL & GROUP LIFE COVER FOR THE STAFF OF NYANDARUA COUNTY GOVERNMENT

Introduction.

Nyandarua County Government (NCG) was established under the Constitution of Kenya 2010. Nyandarua County is a County in the former Central Province of Kenya. Its capital and largest town is Ol Kalou. It is now compulsory for all employers to provide adequate medical cover and group life cover for all its employees in accordance with the Employment Act, 2007 and as per SRC Circular of SCR/TS/CGOVT/3/61. For this reason, NCG intends to contract the services of an experienced and reputable insurance company to arrange for medical cover to its staff.

Objective of the cover.

The primary objective of the cover is to provide a comprehensive in-patient and outpatient cover for staff and their immediate dependents i.e. spouses and their children and group life cover for the members of staff of NCG.

Scope

1. The provider is expected to provide efficient and effective medical services for members of staff of the County Government and their immediate dependents. It should be a service that is easily available and accessible to members of staff as and when required. The number of staff to be covered may change from time to time and all medical providers may change from time to time and will be advised accordingly.

The following should be noted.

- The cover is intended to cover the permanent and contracted staff of the County Government of Nyandarua.
 - Dependents of NCG permanent staff only that is one spouse and four children (dependents) aged between zero year to 20 or the age of twenty five (25) years if residing with their parents and enrolled in a recognized post-secondary institution or adult above 25 years who depend on the parents due to unavoidable conditions such as medical challenged adult dependent; and
 - In 2 above, documentary evidence will be provided by the employee where required.
2. The provider is also expected to provide group life cover for the members of staff of NCG which should cover death, critical illness benefit and funeral benefits.

SPECIFIC SERVICES

1. IN-PATIENT COVER

Hospital Treatment and Services

All necessary medical treatments and services provided as per the level of care by or on the order of a physician to a member when admitted as a registered patient to an accredited hospital. Cover includes hospital accommodation as specified in the special conditions herein, nursing care, diagnostic, laboratory or other medically necessary facilities and services, physicians', surgeons', anesthetics' or physiotherapists' fees, operating theatre charges, specialist consultations or visits and all drugs, dressing or medications prescribed by the treating physician for in-hospital use. The cost of non-medical goods or services including items such as telephone and newspaper for the member is excluded.

Daycare Services

Surgery and other medical services deemed fit by the physician as defined in the insurance company benefit package.

Pre-Hospitalization

Laboratory, X-Ray or other necessary medical diagnostic procedures ordered by a physician and which results in a member being admitted (on the same day as the tests are done) as a registered patient to a hospital for treatment of the specific medical condition diagnosed.

Local Road Ambulance Service

Ambulance services for transportation and transfer of a sick member or dependent for treatment from a place of incident or facilities where adequate

Emergency Air Rescue Services

Emergency Air Rescue services will be provided for transportation and transfer of an injured member to a facility where adequate medical care is available within the territorial limits of Kenya.

2. OUT –PATIENT COVER

Out-patient cover shall be necessary medical treatment provided to an eligible member not registered as in-patient at a hospital accredited by the insurance company and shall constitute the following:

General Out-Patient Services

Out-patient services provided by or on the order of a clinician/physician who is licensed as a general practitioner.

Specialized Out-Patient Services

Outpatient services provided by or on the order of a licensed physician as a specialist or consultant and to whom a member has been referred by a general practitioner or primary care clinician where a member was registered.

Out-Patient laboratory and X-Ray Services

Laboratory testing or radiographic procedures used to diagnose or treat medical conditions. Such services must be ordered by a physician/clinician and must be covered.

Prescription Drugs

Drugs and medicines, the use of which is restricted to the order of a clinician/physician and prescribed for use of a member according to the guidelines (including the essential drugs list) and the level of care.

Maternity Benefit Package

The Insurance Company shall cover a member or his spouse for childbirth; provided the member or spouse is admitted in an Insurance Company accredited Hospital. The maternity benefit package covers the following services where medically necessary:

- ↯ Reception and registration, triaging, consultation charges, laboratory investigations, ward care and accommodations;
- ↯ Labor, Delivery, aftercare for the mother together with the newborn including OPV zero and BCG vaccines for the newborns and post discharge medication;
- ↯ Midwifery and surgical services pertaining to child birth by ways of normal delivery, assisted delivery and emergency caesarean section;
- ↯ General nursing care;
- ↯ Lactation consultations;
- ↯ Meals and special diets;
- ↯ Operating, recovery, maternity and other treating rooms;
- ↯ Prescribed drugs and medicines;
- ↯ Administration of blood and blood products;
- ↯ Blood products, derivatives and components, artificial blood products and biological serum. Blood products include any product created from a component of blood such as, but not limited to, plasma, packed red blood cells, platelets, albumin, factor VIII, immunoglobulin and prolactin;
- ↯ Medical supplies and equipment, including oxygen;
- ↯ Anesthetics, including professional anesthetist services;
- ↯ Take- home items;
- ↯ Medical supplies, appliances, medical equipment, and any covered items billed by a hospital for use at home; and
- ↯ Management of intra-admission postpartum infections and hemorrhage, birth traumas and conditions related to child birth will be covered within the package.

Optical Cover

A member shall benefit in the proportion of expenses shown on the first schedule to this contract for the cost of reception at the eye clinic, patient identification and registration, triaging, medical consultations, eye testing that includes visual acuity measurement and basic eye examination, prescription of glasses for refractive errors, optical frames and lenses and drugs administration and dispensing. Provided that the total coverage under this section in any one period of insurance shall not exceed the limits specified.

Dental Cover

The Insurance Company shall cover a member for the cost of dental consultation, orthodontics, root canal, dentures, fillings, x-rays, extractions including surgical extractions together with anesthetist's fees, hospital and operating theatre cost. The total coverage under clause 0 in any one period of insurance shall not exceed the limits specified in the First Schedule.

Last Expense & Group Life Cover

The Insurance Company shall upon written notification of death of a member while this cover is in force pay to the next of kin or such other person or persons as the County Government of Nyandarua may in writing direct the amount specified in the First Schedule to cater for the funeral expense within two days and life benefits within five days subject to provision of a duly completed Claim Form, original Burial Permit, original Death Certificate and copy of National Identity Card or surrender of National Identity Card.

Ex-Gratia Payments

Insurance Company shall not be liable for any Ex-gratia payments.

General Exclusions

This medical insurance cover shall exclude expenses incurred by a member as a result of;

- ⌚ Cosmetic or beauty treatment and/ or surgery.
- ⌚ Designer frames and designer lenses.
- ⌚ Cosmetic procedures including but not limited to;
- ⌚ Gastroplasty;
- ⌚ Bat ears;
- ⌚ Blepharoplasty;
- ⌚ Liposuction;
- ⌚ Part and/or full nasal reconstruction;
- ⌚ Lumpectomies
- ⌚ Face lifts; and
- ⌚ Revision of scars or such other procedures that the medical advisor deems cosmetic and any complications arising out of this.
- ⌚ Whitening of teeth, dental crowns procedures and braces.
- ⌚ Massage (except where certified as a necessary part of treatment following an accident or illness).
- ⌚ Claims arising from non-accredited health facilities and/or un-authorized referrals.
- ⌚ Treatment by chiropractors, acupuncturists and herbalists, stays and/or maintenance or treatment received in nature cure clinics or similar establishments or private beds registered within a nursing home convalescent and/or rest homes or 'cures' attached to such establishments.
- ⌚ All other vaccines except KEPI vaccines, Rota virus vaccine, Anti-rabies, Anti-snake venom and yellow fever vaccines.

- ⚡ Any investigation, Injury disease or illness not specified in the benefit package for the particular level of service.
- ⚡ Any claim by a beneficiary for medical treatment and medical expenses for any injury or illness arising while the beneficiary is outside the territorial limits of Kenya other than a claim arising from;
 - ⚡ Elective procedures.
 - ⚡ Referrals for treatment overseas provided that such treatment is pre-authorized by The Insurance Company;
 - ⚡ Emergency medical treatment that the beneficiary requires during the period in which the beneficiary is temporarily outside the territorial limits of Kenya where such a period does not exceed six(6) weeks and where the Health Facility is supposed to provide comprehensive healthcare services, and additional charges, co-payments or top ups that the Health Facility may charge.
- ⚡ Any claims for expenses related to an accident or illness which may have occurred prior to the commencement date or after the termination of this contract.
- ⚡ Expenses or claims incurred in relation to:
 - ⚡ Weight management treatment drugs;
 - ⚡ Participants in professional and hazardous sports;
 - ⚡ Nutritional supplements unless prescribed as part of medical treatment;
 - ⚡ Domestic and biochemical remedies;
 - ⚡ Holidays for recuperative purposes.
 - ⚡ Stop smoking aids;
 - ⚡ Private nursing;
 - ⚡ Appointment not kept or cancelled by a beneficiary;
 - ⚡ Ante-natal classes or post-natal care at home; and
 - ⚡ Treatment in spa, sauna, health farm or similar establishment.
- ⚡ Expenses incurred or claims arising from lifestyle related conditions including but not limited to disease caused due to consumption of narcotic, psychotropic and alcoholic substances;
- ⚡ Injuries caused in the conduct of criminal activities.
- ⚡ Medical costs related to or incurred in a research environment and clinical trials.
- ⚡ All costs related to interest charged and legal fees arising out of delays in reimbursement of claims.
- ⚡ Any injury, disease or illness arising from procedures specified as exclusions.

Country wide net work

The health provider is expected to have a country wide network that can enable staff and their dependents to access medical services as and when the need arises. Where such facilities registered by the health provider cannot be accessed, the health insurance provider should be able to:

- Meet/reimburse the cost of treatment of employees and their dependents and/or
- Liaise with the local medical institutions and private doctors to offer the needed services

Such a scenario may be in cases of emergency and being in a region where the health insurance provider does not have a network. This will ensure that the staffs are at all times able to access medical attention in the course of their duties anywhere in the country.

NCG will provide the health insurance provider with a list of the areas of operations outside Nairobi to enable them arrange for appropriate medical facilities for the staff.

Provision of quarterly reports

The health insurance provider is expected to furnish NCG with quarterly returns on the utilization of the employee's medical entitlements to enable the NCG inform the staff accordingly.

Misuse of the medical cover

The health insurance provider is expected to report to NCG immediately in case of any misuse of the medical cover by the beneficiaries.

Reporting

The health insurance provider shall be responsible to the County Secretary & Head of Public Service, Nyandarua County Government through the Director for Human Resource.

Deliverables

The health insurance provider shall be responsible for the following deliverables: -

- i. Conduct a briefing exercise and submit a report
- ii. Furnish the NCG with the package of the employee health insurance scheme it offers and how it operates, giving full details.

A bid that does not meet the above minimum requirements will be disqualified from further evaluation regardless of the cost of their proposal.

Limits of Liability and Premiums

The medical cover and group life depends on the job groups or the equivalent job scales for the employees. The table below indicates the limits for the cover.

Civil Servant Job group and equivalent grades	No. of staff	Inpatient Annual cover limit	Outpatient Annual cover limit			Last Expense (Kshs)	Group Life (Kshs)
			Maternity	Optical	Dental		
5	1	10,000,000	350,000	75,000	75,000	300,000	30,752,676
6	1	5,000,000	350,000	25,000	25,000	300,000	22,140,000
7,8,9	17	2,500,000	350,000	20,000	20,000	300,000	10,800,000
R-T	36	2,500,000	350,000	40,000	50,000	300,000	1,700,000
Q	19	2,000,000	250,000	40,000	50,000	250,000	1,300,000
P	21	1,750,000	225,000	40,000	50,000	200,000	1,150,000
N	31	1,500,000	200,000	40,000	50,000	180,000	1,000,000
M	37	1,250,000	150,000	40,000	50,000	150,000	1,000,000
L	28	1,000,000	100,000	40,000	50,000	120,000	850,000
K	46	Comprehensive	Capitation	40,000	50,000	120,000	850,000
A-J	661	Comprehensive	Capitation	40,000	50,000	100,000	700,000
Total	898	Comprehensive	Capitation	40,000	50,000	100,000	700,000

NOTE

- The medical insurance cover is to include the **Principal member (M) + 4 Dependents**
- The Maternity, Dental and Optical covers are as in the table depending on Job groups.
- With time the population is subject to change.
- **The procuring entity shall confirm the authenticity of the quoted rates with those filled at the IRA**

SECTION VI - STANDARD FORMS

Notes on the standard Forms

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

FORM OF TENDER

To: _____ Date _____
Name and address of procuring entity

Tender No.
Tender Name

Gentlemen and/or Ladies: -

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

a) Medical Cover.....

b) GLA Cover

c) [The total amount tendered will be applicable and valid for one year subject to change in population)

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

2. We undertake, if our Tender is accepted, to provide the Insurance Cover Services in accordance with the conditions of the tender.

3. We agree to abide by this Tender for a period of[number] days from the date fixed for Tender opening of the Instructions to Tenderers, and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

4. This Tender, together with your written acceptance thereof and your notification of award, shall constitute a Contract between us subject to the signing of the contract by both parties.

5. We understand that you are not bound to accept the lowest or any tender you may receive.

Dated this _____ day of _____ 2020

[Signature]

[In the capacity of]

Duly authorized to sign tender for and on behalf of _____

PRICE SCHEDULE FORM

TENDER REF. NO. NCG/OT/01/GVN/2019-2020

TENDER NAME: PROVISION OF BROKERAGE SERVICES FOR MEDICAL INSURANCE & GROUP LIFE COVER FOR MEMBERS OF STAFF OF NYANDARUA COUNTY GOVERNMENT (BROKERS ONLY)

ITEM NO.	DESCRIPTION OF INSURANCE COVER	TOTAL ANNUAL PREMIUM QUOTED IN KSHS TAXES AND ALL CHARGES INCLUDED
1.	Medical Insurance	
2.	Group Life	
TOTAL PREMIUM QUOTED IN KSHS TAXES AND ALL CHARGES INCLUDED		

Having read, examined and understood the Tender Document of which we hereby acknowledge, we the undersigned Bidder, offer to provide Insurance Services for the sum of

.....
(Total tender price in words and figures) or such other sums as may be ascertained in accordance with the schedule of prices inserted by me/us

Name of Bidder.....

Name and Capacity of authorized person signing the

.....
Signature of authorized person signing the Tender

.....

Stamp of Bidder

.....

CONTRACT FORM

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

WHEREAS the Procuring entity invited tenders for 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 Procuring entity’s Notification of Award
3. In consideration of the payments to be made by the Procuring entity to the tenderer as hereinafter mentioned, the tenderer hereby covenants with the Procuring entity to provide the GPA cover and to remedy defects therein in conformity in all respects with the provisions of the Contract.
4. The Procuring entity hereby covenants to pay the tenderer in consideration of the provision of the 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 Procuring entity)

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) whichever applies to your type of business.

Part 1 – General

Business Name.....

Location of business premises.....

Plot No.Street/ Road

Postal Address Postal Code

Tel No.....

Facsimile.

Mobile and CDMA No.....

E-mail:

Nature of your business

Registration Certificate No.....

Maximum value of business which you can handle at any time Kshs.....

Name of your BankersBranch... ..

[Names of Tenderer's contact person\(s\)](#)

Designation/ capacity of the Tenderer's contact person(s)

Address, Tel, Fax and E-mail of the Tenderer's contact person(s)

.....

.....

Part 2 (a) Sole Proprietor

Your name in full

NationalityCountry of origin

Part 2 (b) Partnership

Give details of partners as follows: -

Names	Nationality	Shares (%)
1.....		
2.....		
3.....		
4.....		
5.....		

Part 2 (c) Registered Company

Private or Public

State the nominal and issued capital of company-

*Nominal in Kshs.....

*Total Issued Kshs.....

Give details of all directors as follows

Name	Nationality	Shares (%)
1.....		
2.....		
3.....		
4.....		
5.....		

Name of duly authorized person to sign for and on behalf of the Tenderer.

Capacity of the duly authorized person.....

Signature of the duly authorized person.....

**DECLARATION AND COMMITMENT TO THE CODE OF ETHICS
COMMITMENT. (To be submitted as part of any quotation or tender or proposal)**

I (Person)
on behalf of (Name of the Business/Company/Firm

.....
..... declare that I have read and fully understood the contents of the Public Procurement
and Asset Disposal

Act, 2015, Regulations and the Code of Ethics for persons participating in Public
Procurement and Asset

Disposal and my responsibilities under the Code. I do hereby commit to abide by the
provisions of the

Code of Ethics for persons participating in Public Procurement and Asset Disposal.

Name of Authorized Signatory.....

Sign.....Position.....

Office address.....Telephone/Mobile.....

Email.....

.....

Name of the Firm/Company.....

Date.....

(Company Seal/Rubber Stamp where applicable)

Witness

NameSign.....

Date.....

TENDER SECURITY FORM

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

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

binds itself, its successors, and assigns by these presents. Sealed with the Common Seal of the said Bank this _____ day of _____ 2020

THE CONDITIONS of this obligation are:-

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

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

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

[Authorized Signatories and official stamp of the Bank]

(Amend accordingly if provided by Insurance Company)

PERFORMANCE SECURITY FORM

To:
[Name of procuring entity]

WHEREAS *[Name of tenderer]*
(Hereinafter called “the tenderer”) has undertaken, in pursuance of Contract No. *[Reference number of the contract]* dated _____20 _____ to supply
.....
[Description of insurance services] (Hereinafter called “the Contract”)

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

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

THEREFORE WE hereby affirm that we are Guarantors and responsible to you, on behalf of the tenderer, up to a total of
[amount of the guarantee in words and figures], and we undertake to pay you, upon your first written demand declaring the tenderer to be in default under the Contract and without cavil or argument, any sum of money within the limits of *[Amount of guarantee]* as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

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

Signature and seal of the Guarantors

[Name of bank of financial institution]

[Address]

[Date]

(Amend accordingly if provided by Insurance Company)

LETTER OF NOTIFICATION OF AWARD

Address of Procuring Entity

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 (*Procuring Entity*)

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

REQUEST FOR REVIEW

I/We.....,the above named Applicant(s), of address:

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

- 1.
2. etc.

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

- 1.
2. etc.

SIGNED (Applicant)

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

FOR OFFICIAL USE ONLY

Lodged with the Secretary Public Procurement Administrative Review Board on day of
.....20.....

SIGNED

Board Secretary