



**BID DOCUMENT FOR THE PROVISION OF MEDICAL INSURANCE COVER FOR  
THE BOARD OF DIRECTORS AND AWSB STAFF**

**CHIEF EXECUTIVE OFFICER**

**ATHI WATER SERVICES BOARD**

**P.O BOX 45283-00100**

**NAIROBI**

**12<sup>th</sup> September, 2017**

## Table of Contents

	<b>Page</b>
INTRODUCTION .....	3
Section I INVITATION FOR TENDERS.....	4
Section II INSTRUCTION TO TENDERERS .....	5
APPENDIX TO INSTRUCTIONS TO TENDERERS....	20
Section III GENERAL CONDITIONS OF CONTRACT.....	23
Section IV SPECIAL CONDITIONS OF CONTRACT .....	29
Section V SCHEDULE OF REQUIREMENTS .....	31
Section VI STANDARD FORMS .....	39
1. FORM OF TENDER .....	40
2. PRICE SCHEDULES.....	41
3. CONTRACT FORM.....	41
4. CONFIDENTIAL BUSINESS QUESTIONNAIRE FORM ...	43
5. TENDER SECURITY FORM .....	46
6. PERFORMANCE SECURITY FORM.....	47
7. LETTER OF NOTIFICATION OF AWARD .....	48

## INTRODUCTION

- 1.1 This standard tender document for procurement of insurance services has been prepared for use by public entities in Kenya in the procurement of all types of insurance covers as per the Public Procurement and Disposal Act 2005.
- 1.2 The following general directions should be observed when using the document;
  - (a) Specific details should be furnished in the invitation to tender notice and in the special conditions of contract. The final document to be provided to the tenderers should not have blank spaces or give options.
  - (b) The instructions to tenderers and the General conditions of contract should remain unchanged. Any necessary amendments to these parts should be made through the special conditions of contract and appendix to instructions to tenderers respectively.
- 1.3
  - (a) Information contained in the invitation to tender shall conform to the data and information in the tender documents to enable potential tenderers to decide whether or not to participate in the tender and shall indicate any important tender requirements.
  - (c) The invitation to tender shall be issued as an advertisement in accordance with the regulations or a letter of invitation addressed to tenderers who have expressed interest following an invitation for expression of interest for which the invitation is issued.
- 1.4 The cover of the tender document should be modified to include:
  - I. Tender number.
  - II. Tender name.
  - III. Name of procuring entity.

## **SECTION I - INVITATION FOR TENDERS**

Date: 12<sup>th</sup> September 2017

**TENDER REF. NO: AWSB/HQ/T/MI/02/2017-2018**

**TENDER NAME: PROVISION OF MEDICAL INSURANCE COVER**

- 1.1 The **AWSB** invites sealed tenders from eligible candidates for **Provision of Medical Insurance Cover**.
- 1.2 Interested eligible candidates may obtain further information from and inspect the tender documents at the procurement office, Athi Water Services Board, Africa Re-Centre 3<sup>rd</sup> Floor, during normal office working hours.
- 1.3 A complete set of tender documents may be obtained by interested candidates upon payment of a non-refundable fee of **N/A** in cash or bankers cheque payable to **Chief Executive Officer, Athi Water Services Board**.
- 1.4 Prices quoted should be net inclusive of all taxes, and delivery costs, must be in Kenya Shillings and shall remain valid for 90 days from the closing date of the tender.
- 1.5 Completed tender documents are to be enclosed in plain sealed envelopes, marked with the tender number and name and be deposited in the Tender Box at the reception of Athi Water Services Board, Africa Re Centre, 3<sup>rd</sup> Floor or be addressed to **Athi Water Services Board, P. O Box 45283-00100 NAIROBI, so as to be received on or before 27<sup>th</sup> September, 2017 at 12.00 Hours**.
- 1.6 Tenders will be opened immediately thereafter in the presence of the candidates representatives who choose to attend at the Boardroom of **Athi Water Services Board, P. O Box 45283-00100 NAIROBI**.

**CHIEF EXECUTIVE OFFICER**  
**ATHI WATER SERVICES BOARD**

## SECTION II - INSTRUCTION TO TENDERERS

### Table of Clauses

	Page
2.1 Eligible Tenderers.....	6
2.2 Cost of Tendering.....	6
2.3 Contents of Tender document.....	7
2.4 Clarification of Tender document.....	7
2.5 Amendments of Tender document.....	8
2.6 Language of Tenders.....	8
2.7 Documents Comprising the Tender.....	8
2.8 Tender Form.....	9
2.9 Tender Prices.....	9
2.10 Tender Currencies.....	9
2.11 Tenderers Eligibility and Qualifications.....	9
2.12 Tender Security.....	10
2.13 Validity of Tenders.....	11
2.14 Format and Signing of Tenders.....	11
2.15 Sealing and Marking of Tenders.....	12
2.16 Deadline for Submission of Tenders.....	12
2.17 Modification and Withdrawal of Tenders.....	12
2.18 Opening of Tenders.....	13
2.19 Clarification of Tenders.....	14
2.20 Preliminary Examination.....	14
2.21 Conversion to Single Currency.....	15
2.22 Evaluation and Comparison of Tenders.....	15
2.23 Contacting the Procuring Entity.....	16
2.24 Post-Qualification.....	16
2.25 Award Criteria.....	17
2.26 Procuring Entity's Right to Vary Quantities .....	17
2.27 Procuring Entity's Right to Accept or Reject any or all Tenders.....	17
2.28 Notification of Award.....	18
2.29 Signing of Contract.....	18
2.30 Performance Security.....	19
2.31 Corrupt or Fraudulent Practices.....	19

## **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**

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

The price to be charged for the tender document shall not exceed Kshs.1,000/= ( The Tender document can also be downloaded from the AWSB website for free. The website is [www.awsboard.go.ke](http://www.awsboard.go.ke))

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

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 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 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. Tender Form**

- 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 90 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 Technical and Financial proposals**, clearly marking each “**ORIGINAL TENDER-Technical**” and **Original Tender-Financial**“ and **COPY OF TENDER-Technical** and **COPY OF TENDER-Financial**,” 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 “**Technical and -Financial**”. The envelopes shall then be sealed in an outer envelope. The bidders whose technical proposal shall meet the minimum scores during the evaluation shall be notified when financials will be opened. Those who do not meet the minimum technical scores, will have their financial proposals returned unopened. The Form of Tender should be sealed in the financial proposal envelope.
- 2.15.2 The inner and outer envelopes shall:
- (a) be addressed to the Procuring entity-Athi Water Services Board, 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 .27<sup>th</sup> September, 2017 at 12.00 Hours**”. 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”.
- 2.15.3 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 **27<sup>th</sup> September, 2017 at 12.00 Hours**.

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 not later than the deadline for submission of tenders.

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

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

## **2.18. Opening of Tenders**

2.18.1 The Procuring entity will open all tenders in the presence of tenderers' representatives who choose to attend, on **27<sup>th</sup> September, 2017 at 12.00 Hours** 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 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) Technical Proposal

(i) The Procuring entity requires that the tenderer to exhibit the technical capability to provide the required services satisfactorily by meeting the technical requirements as outlined in the technical proposal form. Failure to meet the minimum cut off points as outlined in the technical evaluation form will render the tender non-responsive and hinder the tenderer from proceeding to financial evaluation, thus leading to rejection of the tender.

(b) Financial Proposal

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 non 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: Applicable: 10% of the total contract sum.**

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-Athi Water Services Board, 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.

## Notes on 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	<i>Particulars of Appendix to instructions to tenderers</i>
2.1	All Underwriters who meet the required technical and financial capabilities.
<b>2.12. Tender Security</b>	All tenderers must submit a tender security of KShs. 200,000.00(Kenya Shillings Two Hundred Thousand only) from a bank. Tender security from insurance Companies recognized by PPRA will be accepted.
Submission Date	<b>27<sup>th</sup> September, 2017 at 12.00 Hours.</b>
2.16.1	<i>As 2.15.2 (b) above</i>
2.18.1	<i>As 2.15.2 (b) above</i>

(Complete as necessary)

### 2.3.2 Evaluation Criteria

The evaluation shall be carried out in four (4) stages i.e. Mandatory Requirements. Technical and Financial evaluation and Underwriters Requirements.

Technical shall carry 100%, Financial shall be based on price competitiveness and provision of required documents. Only Underwriters should participate in this tender

Only Underwriters meeting ALL the mandatory requirements shall proceed for Technical evaluation. Only those who will score 70 out of 100 on technical evaluation shall proceed to the Financial evaluation.

**SECTION III - GENERAL CONDITIONS OF CONTRACT**

**Table of Clauses**

	Page
3.1 Definitions.....	23
3.2 Application.....	24
3.3 Standards.....	24
3.4 Use of Contract Documents and Information.....	24
3.5 Patent Rights.....	24
3.6 Performance Security.....	25
3.7 Delivery of Services and Documents.....	25
3.8 Payment.....	25
3.9 Prices.....	26
3.10 Assignment.....	26
3.11 Termination for Default.....	26
3.12 Termination for Insolvency.....	27
3.13 Termination for Convenience.....	27
3.14 Resolution of Disputes.....	27
3.15 Governing Language.....	28
3.16 Applicable law.....	28
3.17 Force Majeure.....	28
3.18 Notices.....	28

## **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 superceded by provisions of other part of the contract

### **3.3. Standards**

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

### **3.4. Use of Contract Documents and Information**

- 3.4.1 The 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**

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

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



## **SECTION IV - SPECIAL CONDITIONS OF CONTRACT**

### **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. MANDATORY REQUIREMENTS/CONDITIONS TO BE MET BY THE INSURANCE COMPANY (UNDERWRITER)**

- 4.1.1 Must be registered with the IRA for the current year 2017 and a copy of the current license be submitted as evidence.
- 4.1.2 Furnish the Board/Client with at least five (5) corporate firms whose employees' medical schemes the Health Insurance Provider has managed in the last 5 years. Documentary proof must be attached with premium of 20 million each.
- 4.1.3 Have working experience of at least 5 years as a Health Insurance with references
- 4.1.4 Must submit a copy of the audited accounts for the previous two years (2014-2015 and 2015-2016). Audit opinion must be unqualified.
- 4.1.5 Must have total number of management staff of at least 5 (No)
- 4.1.6 Submit the list of key staff with their curriculum vitae for the purpose of verifying relevant skills and experience
- 4.1.7 Have Professional Indemnity Insurance Cover of for the current period of KShs.10 million or more and a copy must be submitted
- 4.1.8 Must submit copies of the following documents;
  - (a) PIN Certificate for the organization (Certified)
  - (b) Valid Tax Compliance Certificate
  - (c) Certificate of Registration/Incorporation (Certified)
  - (d) Must have CR12 (Certified)
  - (e) Must have a trading license indicating location of operation/premises
- 4.1.9 Must be a member of the Professional Association of Kenya Insurance Underwriters
- 4.1.10 Confirm past litigation and arbitration incidences encountered if any in the last three years.
- 4.1.11 Must have underwritten annual premium 2016 of 1 billion
- 4.1.12 Must have been underwriting medical for the last ten years
- 4.1.13 Paid up capital of at least Kshs. 400 million.
- 4.1.14 Tender security from a recognized Bank of Kshs. 200,000.00
- 4.1.15 All pages of the tender must be paginated and initialed by the person or persons signing the tender

#### **Method of Selection:**

The method of selection is Quality Cost Based Selection Method (QCBS). The weights given to the Technical and Financial Proposals are: T=0.8, and F=0.2 respectively.

- The lowest Financial Bid (Fm) will be given a financial score (S<sub>f</sub>) of 100 points.
- The financial scores (S<sub>f</sub>) of the other Financial Bids will be computed as indicated below:

$$S_f = \frac{\text{Value of Lowest Bid}}{\text{Value of the Bid of the firm}}$$

The global score (GS) will be calculated as follows:

$$GS = 0.2 \times FS + 0.8 \times TS$$

Bids will be ranked according to their combined technical (S<sub>t</sub>) and financial (S<sub>f</sub>) scores using the weights (The weights given to the Technical and Financial Proposals are: T = 0.8, and F = 0.2 respectively):

$$S = S_t \times T\% + S_f \times P\%$$

The tender will not be awarded to the lowest bidder, but to the overall most responsive evaluated bidder. The firm achieving the highest combined technical and financial score will be invited for negotiations.

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

Reference of general conditions of contract	Special condition of contract
3.6 Performance security	Applicable: 10% of the total contract sum
3.7 Delivery of Services	As per the Terms of Reference The contract period is for one year with an option of renewal for an additional one year subject to satisfactory performance.
3.8 Payment	Within 30 days after date of invoice submission
3.9 Price adjustment	As per GCC
3.16 Applicable law	Law of Kenya
3.18 Notices	Chief Executive Officer Athi Water Services Board, P.O Box 45283-00100 Nairobi.

## SECTION V - SCHEDULE OF REQUIREMENTS

### **Notes for preparing Schedule of Requirements**

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

# **TERMS OF REFERENCE FOR MEDICAL INSURANCE COVER FOR BOARD OF DIRECTORS AND STAFF OF ATHI WATER SERVICES BOARD FOR THE PERIOD 12-11-2017 TO 11-11- 2018**

---

---

## **1.0 INTRODUCTION**

Athi Water Services Board (AWSB) is one of the eight regional Water Services Boards established under the Water Act (2002). The Board is a government parastatal established by the Ministry of Water & Irrigation as and licensed by the Water Services Regulatory Board. AWSB has the legal mandate for provision of water and sewerage services within its area of jurisdiction which covers the Counties of Nairobi and Kiambu and part of Murang'a County (Gatanga Sub-County).

The major challenge that most organizations face in the 21<sup>st</sup> century is the management of comprehensive medical insurance cover. Employees are an important asset to any organization that cannot be replicated. It is therefore inevitable to ensure that the health of this important resource is taken care of. In this regard, AWSB intends to contract the services of an experienced Medical Insurance Provider to provide medical services to:

- a) The Board of Directors only.
- b) Staff of Athi Water Services Board plus their immediate dependants (spouse and children).

## **2.0 OBJECTIVE OF THE MEDICAL COVER**

The primary objective is to provide:

- (a) A comprehensive and enhanced in-patient general medical and maternity cover.
- (b) Out-patient fund management service for the Board of Directors, AWSB staff and immediate dependants of the AWSB staff.

## **3.0 SCOPE**

The provider is expected to provide efficient and effective medical services for the staff of the Board and their immediate dependents (**235**). It should be a service that is easily available and accessible to all Board of Directors (Board Members) and members of staff as and when required. The number of Board of Directors and staff to be covered is (**10**) and (**60**) respectively. This may change from time to time depending on the number of members on the Board and staff in the service of AWSB. The number of staff dependants to be covered currently under the scheme is (**175**) as per the breakdown given below.

**(i) Staff Family Size Distribution**

<b>Family Size</b>	<b>Number of Families</b>	<b>Total Number of Dependants</b>	<b>Total Population</b>
M	2	0	2
M + 1	9	9	18
M + 2	10	20	30
M + 3	19	57	76
M + 4	13	52	65
M + 5	6	30	36
M + 7	1	7	8
<b>Total</b>	<b>60</b>	<b>175</b>	<b>235</b>

**Legend**

M - Principal Member

M + 1 - Principal Member + 1 dependant etc.

**(ii) Board Members = 10**

Total number to be covered = **245** (10 Board Members and 60 staff members plus 175 dependants)

Note: Children should be covered from birth up to 25 years

**4.0 SPECIFIC SERVICES**

The Health Insurance Provider is expected to provide the following medical services;

**Description of services required:**

**(A) In-Patient Medical Cover**

The salient features of the in-patient cover to be procured are as follows:-

<b>#</b>	<b>Benefits/cover</b>
1	Diagnostic consultation services from medical practitioners registered with the Kenya Medical Practitioners and Dentists Board.
2	Specialist's fees including surgeons, anesthetists, psychiatrists, e.t.c.
3	Hospital board and accommodation fees in a standard private room up to a maximum of KES.22, 000.

4	Operating theatre fees, High Dependency Unit, Intensive Care Unit charges, Laboratory, X-ray, Ultrasound and Physiotherapy services.
5	Electrocardiographs, electroencephalographs, electroconvulsive therapy, occupational therapy, angiographs, psychographs and any other medical procedure advised by a qualified and duly licensed medical practitioner.
6	Scheduled drugs, dressings and other medical or surgical materials purchased on the recommendation of an approved medical practitioner or an approved pharmacist such as costs, splints, trusses, braces, crutches, or artificial limbs prescribed as a result of accidental bodily injury or disease.
7	Caretaker fees for pediatric admissions of age ten (10) years and below; caretaker fees should include bed and meals for the caretaker.
8	Medical services for all pre-existing conditions and the chronic conditions such as cardiac disease, asthma, hypertension, carcinoma, diabetes, heart disease, renal failure, dialysis, chemotherapy, osteoarthritis, eczema, cancers, liver diseases, psychiatric conditions, etc.
9	Medical services for HIV/AIDS including counseling, treatment, providing anti-retroviral and other related drugs.
10	Cover congenital conditions
11	Medical services for Alcohol and Drugs disorders support including assistance or rehabilitation.
12	Optical expenses arising from disease or injury
13	In-patient dental hospitalization expenses.
14	Road and air evacuation within and outside Kenya
15	Treatment overseas including cost of return air ticket
16	Reimbursement of medical expenses must be allowed where and when necessary at a 100%.
17	Visits abroad – up to the cover period in one year.
18	Health sensitization on quarterly basis.
19	Maternity Complications (Pre –delivery and Post-Delivery) e.g. hospitalization, bedrest (hospital or home) including placenta previa.
20	Neonatal Care (Incubator, Phototherapy, congenital conditions and pre-maturity).
21	Long-term physiotherapy arising from hospitalization as recommended by the doctor.

22	Surgical Appliances /Prosthesis.
23	External Medical Appliances.
24	Optical Surgery including from an accident under inpatient
25	Dental Surgery including from an accident under inpatient
26	Inpatient MRI/CT Scans and PET Scans.
27	Medically necessary home nursing on doctor's recommendation after discharge from hospital.
28	Post hospitalization treatment.
29	Reconstructive Surgery following an accident.

### **Additional Services**

- **Counseling upon referral by a general practitioner** will be covered within inpatient limit
- Accommodation charges incurred by one person taking care of a very sick person, where the doctor recommends so
- Direct access to gynaecologists, paediatricians, dentist and ophthalmologists will be within the provider network; no referral required.
- Premium will be payable annually
- Post-natal care will be up to six weeks post-delivery, limited to outpatient balances.
- Air Cross Boarder (East Africa) **Evacuation** within the inpatient limit
- The scheme will be administered through the smart card technology.
- Quarterly review meetings with the client and member education

### **Required benefit**

- (a) **KShs. 5.0 Million** per **family** per annum for AWSB staff
- (b) **KShs. 2.0 Million** per **member** per annum for the Board of Directors



<b>(i) Maternity Package</b>
The bidder should quote for a cover for delivery and maternity related services and ailments that can arise related to child birth and up to the puerperium which would ordinarily be classified as pregnancy related. Examples of these include missed pregnancy, ectopic gestation, hydatid form mole, abortion, ante-partum hemorrhage, intra-uterine fetal death, post-partum hemorrhage, disseminated intravascular coagulation, puerperal sepsis, puerperal psychosis, etc. These are minimum options, where the bidder finds there could be other options, these can be included.
<b>Required benefit</b> is KShs.200,000.00 per family per annum for AWSB staff
<b>(ii) Special Clauses and Riders:</b>
Last expense upon death of a member; <ul style="list-style-type: none"> <li>➤ KShs. 70,000.00 for AWSB staff member, spouse or dependant</li> <li>➤ KShs. 100,000.00 for the Board of Directors</li> </ul>

**(B) Outpatient medical services (Under Management Fund)**

The salient features of the out-patient cover to be procured are as follows:-

- Consultation
- Surgery
- Dressing
- Maternity
- Dental
- Optical
- Physiotherapy
- Laboratory tests
- HIV/AIDS Counselling, testing and provision of anti-retroviral drugs
- Attendance to other opportunistic and terminal diseases such as TB, cancer etc.
- At least one general medical checkup/ Well being benefit
- Any other out-patient services not mentioned herein above.

## Required Benefits

### i) Board of Directors cover

- Outpatient KShs. 100, 000.00 per Director per year

### ii) AWSB Staff cover

- General Outpatient – 200,000/= per family per year
- Dental cover- KShs. 40,000/= per family per year.
- Optical cover- KShs. 40,000/= per family per year.

The Technical Evaluation Scoring will be applied as below:

#	Benefits/Cover	Limits/Description	Score
1	Diagnostic consultation services from medical practitioners registered with the Kenya Medical Practitioners and Dentists Board.	Service provided	1
2	Specialist's fees including surgeons, anesthetists, psychiatrists, e.t.c.	To be covered to the full limit	2
3	Hospital board and accommodation fees in a standard private room up to a maximum of KES.22, 000.	Covered to KES. 22000	2
		Above KES. 22,000	2.5
4	Operating theatre fees, High Dependency Unit, Intensive Care Unit charges, Laboratory, X-ray, Ultrasound and Physiotherapy services.	HDU up to full limit	0.5
		ICU up to full limit	0.5
		Ultrasound up to full limit	0.5
		Laboratory services to full limit	0.5
		X-rays services up to full limit	0.5
		Physiotherapy up to full limit	0.5
5	(i) Electrocardiographs,	To be covered to the full limit	0.5
	(ii) electroencephalographs, electroconvulsive therapy,	To be covered to the full limit	0.5
	(iii) occupational therapy,	To be covered to the full limit	0.5
	(iv) angiographs,	To be covered to the full limit	0.5
	(v) Psychographs and any other medical procedure advised by a qualified and duly licensed medical practitioner.	To be covered to the full limit	0.5
6	(i) Scheduled drugs, dressings and other medical or surgical materials purchased on the recommendation of an approved medical practitioner or	To be covered to the full limit	0.5
	(ii) an approved pharmacist such as costs, splints, trusses,	To be covered to the full limit	0.5

#	Benefits/Cover	Limits/Description	Score
	(iii) braces,	To be covered to the full limit	0.5
	(iv) Crutches, or artificial limbs prescribed as a result of accidental bodily injury or disease.	To be covered to the full limit	0.5
7	Caretaker fees for pediatric admissions of age ten (10) years and below; caretaker fees should include bed and meals for the caretaker.	To be provided	2
8	Medical services for all pre-existing conditions and the chronic conditions such as		
	(i) cardiac disease,	To be covered to full limit	1
	(ii) asthma,	To be covered to full limit	1
	(iii) hypertension,	To be covered to full limit	1
	(iv) carcinoma,	To be covered to full limit	1
	(v) diabetes,	To be covered to full limit	1
	(vi) heart disease,	To be covered to full limit	1
	(vii) renal failure,	To be covered to full limit	1
	(viii) dialysis,	To be covered to full limit	1
	(ix) chemotherapy,	To be covered to full limit	1
	(x) osteoarthritis,	To be covered to full limit	1
	(xi) eczema,	To be covered to full limit	1
	(xii) cancers, liver diseases, psychiatric conditions, etc.	To be covered to full limit	1
9	Medical services for HIV/AIDS including counseling, treatment, providing anti-retroviral and other related drugs.	To be covered to full limit	2
10	Cover congenital conditions	To be covered to full limit	2
11	Medical services for Alcohol and Drugs disorders support including assistance or rehabilitation.	To be covered to full limit	2
12	Optical expenses arising from disease or injury	To be covered to full limit	2
13	In-patient dental hospitalization expenses.	To be covered to full limit	2
14	Road and air evacuation within and outside Kenya	Within Kenya to be covered in full limit	1.5
		Outside Kenya to be covered in full limit	1.5
15	Treatment overseas including cost of return air ticket	To be covered to full limit	2
16	Reimbursement of medical expenses must be allowed where and when necessary at a 100%.		2
17	Visits abroad – up to the cover period in one year.	To be covered to full limit	2
18	Health sensitization on quarterly basis.	To be covered to full limit	2
19	Maternity Complications (Pre –delivery and Post-Delivery) e.g. hospitalization, bedrest (hospital or home) including placenta previa.	To be covered to full limit	2

#	Benefits/Cover	Limits/Description	Score
20	Neonatal Care (Incubator, Phototherapy, congenital conditions and pre-maturity).	To be covered to full limit	2
21	Long-term physiotherapy arising from hospitalization as recommended by the doctor.	To be covered to full limit	2
22	Surgical Appliances /Prosthesis.	To be covered to full limit	2
23	External Medical Appliances.	To be covered to full limit	2
24	Optical Surgery including from an accident under inpatient	To be covered to full limit	2
25	Dental Surgery including from an accident under inpatient	To be covered to full limit	2
26	Inpatient MRI/CT Scans and PET Scans.	To be covered to full limit	2
27	Medically necessary home nursing on doctor's recommendation after discharge from hospital max 30 days	To be covered to full limit	2
28	Post hospitalization treatment Max 30 days	To be covered to full limit	2
29	Reconstructive Surgery following an accident.	To be covered to full limit	2
<b>Total (Out of 72 points)</b>			
<b>DENTAL</b>			
#	Service provision:	Limits:	Score:
1.	Extraction	To be Covered to the full limit	2
2.	Filling	To be Covered to the full limit	2
3.	Scaling	To be Covered to the full limit	2
4.	Root Canal	To be Covered to the full limit	2
<b>Total (Out of 8 points)</b>			
<b>OPTICAL</b>			
#	Service provision:	Limits:	Score:
1	Lenses	To be Covered to the full limit	1
2	Frames	Minimum cover limit of KES 20,000	1
<b>Total (Out of 2 points)</b>			
<b>OTHER BENEFITS</b>			
#	Benefit	Description	Scores
1	Maternity cover minimum KES. 200,000	Covered to KES. 200,000	2
		Above KES. 200,000	2
2	Mode of Service Access	Use of Smart cards.	2

#	Benefits/Cover	Limits/Description	Score
3	List of service provided to cover more than have of the 47 counties	To demonstrate geographical distribution of coverage	2
4	Cash claims for areas not covered by provider's network.	Where the attending doctor is not in the panel and if the patient has a long history with the doctor.	2
5	Last / Funeral expense cover KES. 100,000 for the Board of Directors and KES. 70,000 for staff	Payable within 48 hours of confirmation of death of a member and dependents of the scheme by the employer as and when it occurs. This is covered within the in-patient limit.	2
6	Waiting period	There shall be no waiting period for entry into the AWSB scheme. No waiting period for maternity, counsel -existing conditions, chronic conditions, HIV/AIDS etc.	2
7	General Check Up KES. 20,000	Covered within the in-patient limit.	2
8	Monthly medical utilization reports	To provide utilization information to all staff in the cover	2
<b>Total (Out of 18 points)</b>			
<b>Total Points (Out of 100 Points)</b>			

## 5.0 LIST OF SERVICE PROVIDERS

The Bidder must provide a comprehensive list of their nominated service providers within the country (on regional basis) i.e. hospitals, clinics, pharmacies, consultants, etc. with a view to addressing the population distribution of the membership. Where such facilities registered by the Health Insurance Provider cannot be accessed, the Health Insurance Provider should be able to:

- a) Meet/reimburse one hundred per cent (100 %) the cost of treatment of Board members, employees and their dependents and/or
- b) Liaise with the local medical institutions and private doctors to offer needed service.

Such a scenario may be in cases of emergency and being in a region where the Health Insurance Provider does not have a network.

The Health Insurance Provider should be willing to include hospitals, clinics and consultants preferred by scheme members as long as such facilities are registered with the Kenya Medical Practitioners and Dentists Board. Where the Service Provider is not able to meet this requirement, they should be ready to pay 100% for treatment in case of in-patient and re-imburse 100% in case of outpatient.

## **6.0 PROVISION OF MONTHLY REPORTS**

The Health Insurance Provider is expected to furnish the Board with monthly returns on the utilization of the employees medical entitlements to enable the Board inform the staff accordingly.

## **7.0 MISUSE OF THE MEDICAL COVER**

The Health Insurance Provider is expected to report to AWSB immediately in case of any misuse of the medical cover by the beneficiaries.

## **8.0 REPORTING**

The Health Insurance provider shall be responsible to the Chief Executive Officer of AWSB through the Head, Corporate Services.

## **9.0 OUTPUTS/DELIVERABLES**

The Health Insurance Provider shall be responsible for the following deliverables:

- (i) Conduct a debriefing exercise and submit a report.
- (ii) Furnish the Board with a detailed breakdown indicating the annual enhanced inpatient premium covers (chronic diseases including HIV/AIDS for; (a) 10 No. Board of Directors, (b) staff in-patient and maternity services (60) families (c) annual outpatient administration fee per member.
- (iii) Make a presentation of the services to offer.
- (iv) Submit monthly reports on the progress of the medical scheme and its utilization by individual staff and Board members.

## **10.0 REQUIREMENTS**

The Health Insurance Provider is expected to:

- (i) Be registered with the IRA for the current year and a copy of the current license be submitted.

- (ii) Furnish the Board with at least five (5) corporate firms whose employees' medical schemes have been managed by the Health Insurance Provider in the last 10 years. Documentary proof must be attached.
- (iii) Have working experience of at least 5 years as a Health Insurance Provider.
- (iv) Submit a copy of the audited accounts for the previous year.
- (v) Submit a list of key staff with their curriculum vitae for the purpose of verifying relevant skills and experience.
- (vi) Submit annual premium written in respect to staff medical cover for the last two (2) years broken down in annual premiums.
- (vii) Have Professional Indemnity Insurance Cover of for the current period of KShs.10 million or more and a copy must be submitted.
- (viii) Submit copies of the following documents;
  - PIN Certificate
  - Tax Compliance Certificate
  - Certificate of Registration/Incorporation
- (ix) Be a member of the Professional Association of the Association of Kenya Insurance (AKI)

## **11.0 COMMENCEMENT DATE**

The Health Insurance Provider is expected to start providing the employee medical cover on 12<sup>th</sup> November 2017 after signing the contract by both parties.

## **11.0 PERIOD OF COVER**

The Health Insurance Provider is expected to provide medical services to the Board of Directors and staff of AWSB plus their (staff) dependants for a period of 12 months from the date of inception. The contract may be renewed for another 12 months depending on performance by mutual agreement.

**SECTION VI – STANDARD FORMS**

**Form of Tender**

To: Name and address of procuring entity

Date \_\_\_\_\_  
Tender No.  
Tender Name

Gentlemen and/or Ladies:-

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

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

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

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

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

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

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 2017

\_\_\_\_\_  
[Signature]

\_\_\_\_\_  
[In the capacity of]

Duly authorized to sign tender for and on behalf of \_\_\_\_\_



**Price Schedule Form**

ITEM NO.	DESCRIPTION OF MEDICAL INSURANCE COVER	TOTAL PREMIUM (KSHS.)
1.		
2.		
3.		
4.		
5.		

**Contract Form**

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

WHEREAS the Procuring entity invited tenders for 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 Medical Insurance 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)

Which ever applies to your type of business.

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

Part \_\_\_\_\_ General:

Business \_\_\_\_\_ Name \_\_\_\_\_

.....

Location \_\_\_\_\_ of \_\_\_\_\_ business \_\_\_\_\_ premises \_\_\_\_\_

.....

Plot \_\_\_\_\_ No. \_\_\_\_\_ Street/Road \_\_\_\_\_

.....

Postal Address \_\_\_\_\_ Tel. No. \_\_\_\_\_ Fax \_\_\_\_\_

Email \_\_\_\_\_

Nature \_\_\_\_\_ of \_\_\_\_\_ 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 [*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 \_\_\_\_\_ 20 \_\_\_\_\_

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)* \_\_\_\_\_  
\_\_\_\_\_

**CHIEF EXECUTIVE OFFICER  
ATHI WATER SERVICES BOARD**