



NYAHURURU WATER AND SANITATION COMPANY LIMITED

TENDER FOR THE PROVISION OF COMPREHENSIVE IN-PATIENT AND OUT- PATIENT MEDICAL INSURANCE COVER FOR NYAHUWASCO STAFFS

**TENDER REF NO:
NYAHUWASCO/OT/004/2020-2021**

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MAY 2020

TABLE OF CONTENTS

LETTER OF INVITATION	3
SECTION II - INSTRUCTION TO TENDERERS.....	4
APPENDIX TO INSTRUCTIONS TO TENDERERS	14
EVALUATION CRITERIA.....	17
SECTION III GENERAL CONDITIONS OF CONTRACT	23
SECTION IV - SPECIAL CONDITIONS OF CONTRACT	27
SECTION IV – SPECIAL CONDITIONS OF CONTRACT	28
STAFF OF NYAHURURU WATER AND SANITATION COMPANY.....	30
SECTION V - SCHEDULE OF REQUIREMENTS.....	34
SECTION VI - STANDARD FORMS.....	37
PRICE SCHEDULE FORM.....	36
FORM OF TENDER	38
CONTRACT FORM.....	39
CONFIDENTIAL BUSINESS QUESTIONNAIRE	40
PERFORMANCE SECURITY FORM	43

LETTER OF INVITATION

TENDER NO: NYAHUWASCO/OT/004/2020 - 2021

18TH MAY 2020

TENDER FOR PROVISION OF COMPREHENSIVE IN-PATIENT AND OUT-PATIENT MEDICAL INSURANCE COVER FOR NYAHUWASCO STAFFS.

Nyahururu Water and Sanitation Company intend to contract the services of an experienced Medical Insurance Underwriter to provide comprehensive in-patient and out-patient medical services to the Company's, Management and staff.

The primary objective of the medical cover is to provide a comprehensive and enhanced in-patient and out-patient, general medical maternity, optical and dental cover for the Management, Nyahururu Water and Sanitation Company staff and their immediate dependents.

All requests for any clarifications must be received on or before **TUESDAY 2ND JUNE, 2020 at 10.30 a.m.**

Interested eligible bidders may obtain further information from and inspect the tender documents at Nyahururu Water and Sanitation Company head office, located at Hekima Building along Kenyatta road next to Co-operative bank of Kenya during normal working hours.

Bidders may also view and download the bidding document from Nyahururu water and sanitation company website: www.nyahuwasco.co.ke and immediately forward their particulars to info@nyahuwasco.co.ke for recording and for the purposes of receiving any further tender clarifications and/ or addendums.

A complete set of tender documents may be obtained by interested Candidates upon Payment of a non-refundable fee of One thousand Kenya Shillings (Kshs.1,000.00) in cash or bankers cheque payable to Nyahururu Water and Sanitation Company.

Bidders who download the tender document will not be required to pay.

Prices quoted should be net inclusive of all taxes and delivery costs, must be Expressed in Kenya shillings or easily convertible foreign currency and shall remain Valid for a period of 90 days from the closing date of the tender.

Completed tender documents are to be enclosed in plain sealed envelope marked with Tender reference number and be deposited in the Tender Box at Nyahuwasco Water and Sanitation Company Head office.

Bulky tenders which shall not fit at the tender box should be dropped at the Procurement Office, at Nyahururu Water and Sanitation Company. Bidders shall sign a register of bulky tenders once they drop their bids

All bids should be received on or before **Tuesday 2nd June 2020 at 10.30. a.m.**

Tenders will be opened immediately thereafter in the presence of the bidders or their Representatives who choose to attend at Nyahururu Water and Sanitation Company.

SECTION II - INSTRUCTION TO TENDERERS

2.1. Eligible Tenderers

- 2.1.1 This Invitation for Tenders is open to all tenderers eligible as described in the Appendix to Instructions to Tenderers. Successful tenderers shall provide the services for the stipulated duration from the date of commencement (hereinafter referred to as the term) specified in the tender documents.
- 2.1.2 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.1,000/=
- 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 7 days of receiving the request to enable the tenderer to make timely submission of its tender.

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
- (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 qualification 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, 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 Managing Director, Nyahururu Water and Sanitation Company
P.O.BOX 952-20300, NYAHURURU

b) Bear tender number and name in the invitation to tender and the words, “DO NOT OPEN BEFORE **Tuesday 2nd June, 2020 at 10.30. a.m.**”

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

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, 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

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.

- 2.20.1 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
- 2.20.2 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.
- 2.20.3 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.

2.20.4 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 its 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

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 Number	Particulars of Appendix to instructions to Tenderers.
2.1	Eligible Tenderers: Approved Medical Insurance Providers in Kenya.(Underwriters Only)
2.4	<p>Request for Clarifications</p> <p>All requests for clarifications on the tender documents or technical specifications must be in writing, addressed to:</p> <p>The Managing Director NYAHUWASCO P.O. Box 952-20300 NYAHURURU</p> <p>This should be sent to the following email address: info@nyahuwasco.co.ke</p> <p>The office shall not be liable for misleading information received from other sources.</p> <p>All requests for clarifications must be sent to the above address not later than 7 days prior to the deadline for the submission of tenders.</p> <p>NYAHUWASCO will respond to the request for clarifications/ information within 4 days.</p>
2.6	The language of the tender document should be English Language
2.8	Form of tender must be filled and signed
2.9	Tender prices should be inclusive of all taxes and VAT and should be in Kenyan Shillings.
2.11	Detailed evaluation criteria is provided

2.12.	<p>Tender Security: TENDER SECURITY TO BE PROVIDED IS 2% OF TENDER SUM QUOTED</p> <p>Bidders Must furnish a tender security in form of a bank or insurance company guarantee. The insurance company must be authorized to provide tender securities by PPRA (bidders should check PPRA website www.ppra.go.ke for a list of insurance companies authorized to provide tender securities).</p> <p>The tender security should be 2% of Tender sum quoted and should remain valid for 90 days from the date of tender opening</p>
2.13	<p>Tender should remain valid for a period of 90 days or until the resulting contract is signed with the successful tenderer</p>
2.14	<p>Format and signing of tender: Bidders shall submit their bids as follows;</p> <ul style="list-style-type: none"> a) One original and one copy- properly labelled as appropriate, each copy of the tender shall be placed in separate envelopes, duly marking the envelopes as “ORIGINAL” and “COPY.” The envelopes shall then be sealed in an outer envelope. Both the original and copy must be paginated b) Both the original and copy must be properly bound. NYAHUWASCO shall not accept loose documents
	<ul style="list-style-type: none"> c) The tender documents must be duly signed by the person authorized to sign the tender, via a power of attorney
2.15	<p>Deadline for submission of tender:</p> <p>Tenders must be received by NYAHUWASCO on or before Tuesday 2nd June 2020 at 10.30. a.m.</p> <p>Bids shall be placed in the Tender box at Nyahururu Water and Sanitation Company Head Office.</p> <p>Bulky tenders which will not fit in the tender box shall be received at the Procurement Office, Administration Block. Bidders shall sign a register of bulky tenders at the office upon submission.</p>
2.18	<p>Tender will be opened on Tuesday 2nd June 2020 at 10.30. a.m. at Nyahururu Water and Sanitation Company, Head office located at Hekima Building, along Kenyatta road next to Co-operative bank of Kenya.</p> <p>Late bids shall not be accepted or opened</p>
2.20, 2.22	<p>Preliminary, technical and financial evaluation DETAILED EVALUATION CRITERIA IS PROVIDED</p>

<p>2.24</p>	<p>Post qualification:</p> <p>Nyahururu Water and Sanitation Company will carry out due diligence on provided corporate clients to determine quality of services provided and the history of claims payment</p> <p>Prior to contract award, NYAHUWASCO will schedule a negotiation meeting with the successful bidder to carry out technical negotiations to ensure that the company gets value for money in the medical scheme.</p>
<p>2.25</p>	<p>Award Criteria: the following will be the award criteria;</p> <ol style="list-style-type: none"> 1. Successful preliminary evaluation (provided) 2. Satisfactory Technical proposal provided, in line with NYAHUWASCO requirements (Provided) 3. Competitive Financial proposal 4. Positive findings upon carrying out of due diligence <p>The bidder must provide value addition benefits to NYAHUWASCO in their proposal</p>
<p>2.29</p>	<p>Performance security: upon contract award and contract signing, the successful bidder shall furnish NYAHUWASCO with a performance security of 10% of contract sum.</p>

EVALUATION CRITERIA

NYAHUWASCO will consider the following four categories of criteria to evaluate the tenders and tenderers.

1. Mandatory tender requirements
2. Technical capability assessment including due diligence where applicable
3. Financial/Commercial Evaluation.
4. Due – diligence where necessary

Details for each of this criterion is as explained below.

1. CONFIRMATION ON COMPLIANCE WITH MANDATORY REQUIREMENTS

The submission of the following mandatory items will be required in the determination of the completeness of the bid and bidder's responsiveness. Bids that do not contain all the information required will be declared non responsive and shall not be evaluated further.

Table 1: Mandatory requirements

No.	Documents to be submitted
1.	Duly filled, signed and stamped form of tender and price schedule.
2.	Duly filled confidential business questionnaire (Indicate all the directors and respective shares)
3.	Copy of certificate of Incorporation.
4.	Provide copy of the company Business permit issued by the County Government where the business entity is located (2020/2021).
5.	Attach copy of CR12 certificate
6.	Must be registered by the Insurance Regulatory Authority (IRA). Attach valid copy of perpetual certificate.
7.	Must be a member of Association of Kenya Insurers (AKI). Attach valid copy of certificate.
8.	Must not be under administration or facing liquidation proceedings. (attach proof/evidence statement)
9.	Must be Re-Insured with a reputable reinsurance firm (attach evidence)
10.	Attach Audited financial statements for the last three years. (2016, 2017 and 2018/2019)
11.	The firm must have relevant experience of at least five (5) years in provision of medical insurance services.

12.	Must have handled at least five (5) corporate clients in the last 3 years for medical cover of similar or larger magnitude and complexity as Nyahururu water and sanitation. (Attach copies of certified contracts, notification of award and corresponding recommendation letters from the respective stated clients).
13.	Current Tax Compliance Certificate from the Kenya Revenue Authority Valid as at the date of tender opening.
14.	1 Original & 1 copy of the bid documents and all MUST be paginated/serialized and properly bound. NYAHUWASCO shall not accept loose documents
15.	Tender security of Minimum 2% of tender sum quoted in form of a bank guarantee or an Insurance company authorized by PPRA valid for 90 days.
16.	Correctly filled and signed sworn Anti-corruption Affidavit by the Commissioner of oaths.
17.	Must provide a list of hospitals to cover NYAHUWASCO staff countrywide.
18.	Submit a statement in the bidder's letter head that the company is not insolvent, in receivership, bankrupt or in the process of being wound up.
19.	Submit a statement in the bidder's letter head indicating that the person or his or her subcontractor, if any is not debarred from participating in procurement proceedings
20.	Submit a statement in the bidder's letter head indicating that the person participating in procurement proceedings has not been convicted of corrupt or fraudulent practices

2. TECHNICAL EVALUATION CRITERIA WILL BE AS FOLLOWS:

Bidders who will be responsive under the mandatory evaluation criteria shall be evaluated as per the Technical Evaluation Criteria set out in table 2 below.

Bidders will be required to score at least 80% to qualify for further evaluation under the Commercial/Financial Evaluation Criteria.

Table 2: Technical evaluation criteria

CRITERIA	METHOD OF EVALUATION	MAXIMUM POINTS
<p>Experience: Firm's experience in providing similar services</p>	<p>Provide a list of at least five (5) corporate medical schemes served within the last five years with a staff population of not less than 140(one hundred and forty) or tender sum each worth Ksh. 6 million medical premiums and above for each contract. Bidders MUST attach ALL documentary proof as follows:</p> <ul style="list-style-type: none"> i). Five (5) letters of award and corresponding certified contracts (10 points) ii). Five (5) recommendation letters from the firms above which should indicate cover period and size of employee population covered, telephone and email contacts for the officer in charge of the scheme. (10 points) iii). Proof of at least two Public entity medical clients from the five who have retained the provider for at least 2 years (5 points). 	<p>25</p>

<p>Key Personnel: Professional qualifications and experience to establish capacity to deliver the services (Provide details for principal officer and at least three other senior officers in the prescribed format Also provide CVs, and copies of academic and professional certificates for the staff</p> <p><input type="checkbox"/></p>	Principal Officer (Attach CV)	ACII/AIHK – 1 points	18
		Relevant degree – 1 points	
		Postgraduate degree/PHD – 1 points	
	Maximum Score = 6	Relevant experience – 3 points for over 10 years relevant experience and the rest prorated	
	Head of medical department	University degree in Medicine/Pharmacy - 2 points.	
	Maximum Score = 4	Over 5 years in medical insurance practice – 2 points (The other years prorated)	
Two other technical personnel	ACII/AIHK – 1	(Maximum Score for each =4 and for the two 8)	
	Relevant degree/Postgraduate degree – 1		
	Relevant experience – 2 points for over 5 years relevant experience and the rest prorated		
Terms and conditions in provision of the service	<p>Bidders must clearly Sate how they will meet each requirement as per the terms of reference provided. Exclusions - Any medical cover exclusions MUST be clearly stated giving specific details of each excluded condition.</p> <p>Alternative offers are not acceptable. Bids will be evaluated as follows: -</p> <ul style="list-style-type: none"> • In-patient as per terms of reference – 12 points • Insured out-patient as per terms of reference – 10 points 		22

	(To be prorated based on compliance by respective bidders for each of the requirement)	
Value of Risk covered by reinsurer	State Value of Risk covered	2
Financial Resources	Financial Ratios to be Evaluated based on information in the current audited accounts provided: <ul style="list-style-type: none"> ▪ Cash and Cash Equivalent: Total Assets (1point) ▪ Current Assets: Current Liabilities (1point) ▪ Working Capital (1point) 	3
	Profit Trend for past three years: (positive posting 1 point) <ul style="list-style-type: none"> • 2018/2019 <input type="checkbox"/> 2017 • 2016 	3
	Average Medical claims settlement trends based on the three years audited accounts Below 10m----- Zero 10m- 15m----- 5 points Between 15m – 20 , ----- 7 Points Over 2 Million 10 points	10
	Annual premiums Trend for past three years: (1 point for each positive trend). <ul style="list-style-type: none"> <input type="checkbox"/> 2017 <input type="checkbox"/> 2018 <input type="checkbox"/> 2019 	3
Miscellaneous information:	Provide any other additional information relevant to the provision of the Medical Insurance cover Services.	2
Hospitals and Provider/Branch Networks.	<ul style="list-style-type: none"> • Hospital/provider in all major towns/Counties in Kenya - 2 Points • International/overseas presence – 2 points • Application of Bio metric Smart cards for members identification—2 points <input type="checkbox"/> At least four recommendation letters from major hospitals - 4 points. 	10

<p>Work plan from the point of award of contract to access of services</p>	<p>The bidders are expected to enumerate inherent controls and specify the type of identification required to access services.</p>	<p>2</p>
<p>MAXIMUM SCORE</p>		<p>100%</p>

3. Financial/Commercial Evaluation.

The winning bidder will be the lowest evaluated bidder among those who will have passed the mandatory and technical evaluation as outlined in (a & b) above except where the bidder has not satisfied all other requirements stated in the bid document.

4. Due – diligence/Post-qualification

The Company may conduct a due diligence on the lowest evaluated bidder to verify information provided. If a bidder fails under due – diligence the bidder will not be considered further and the next lowest evaluated bidder will be considered for further evaluation.

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

3.18 Notices

- 3.1.1 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

Duties of the Underwriter

The Scheme shall deal with:

- a) Outpatient services
- b) Admission to hospital;
- c) Treatment while in hospital;
- d) Discharge from hospital and the cost of treatment thereof

NB: - While it is appreciated that the medical scheme would have inherent controls and procedures, the Company expects that the selected provider(s) will ensure that any controls and procedures are not unnecessarily bureaucratic and cumbersome.

The bidders will therefore be expected to enumerate inherent controls and specify the type of identification required to access services.

Reference of general conditions of contract	Special condition of contract
3.7 Performance security	<p>The successful tenderer will furnish NYAHUWASCO with a performance security of 10% of the tender price.</p> <p>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.</p>
3.7 Delivery of Services	<p>The insurance provider shall be required to confirm cover before the commencement date of contract. The policy document shall be prepared and delivered within 7 days from the cover commencement date.</p>
3.8 Settlement of Claims	<p>The Insurance company shall settle claims as soon as reasonable to ensure that preferred Hospitals do not turn away the Company Staff seeking medical services.</p>
3.8.1 Payment Mode	<p>Payment shall be made as follows; 50% upon signing of the Contract and the balance to be paid in installments as will be agreed upon</p>
3.9 Price adjustment	<p>No Variation or amendment of Price quoted by the Tenderer shall be made except by written consent by the parties for the period of the financial year.</p>

3.16 Applicable law	Laws of Kenya
3.18 Notices	All notices to be addressed to; MANAGING DIRECTOR NYAHURURU WATER AND SANITATION COMPANY P.O.BOX 952-20300 NYAHURURU

TERMS OF REFERENCE FOR MEDICAL INSURANCE COVER FOR TOP MANAGEMENT AND STAFF OF NYAHURURU WATER AND SANITATION COMPANY FOR 2020-2021 FINANCIAL YEAR

DETAILS OF MEDICAL INSURANCE COVER

NYAHUWASCO now intends to procure a medical insurance cover for one hundred and sixty five (127) staff members through an Insurance Service Provider. The category of staff namely:

1. Contract and Permanent employees' scope will include medical cover for the employee, spouse and dependents.

The insurance underwriting company will be expected to provide a scheme that entails benefits which ensure members of staff receive quality health care.

While it is appreciated that medical schemes come with inherent controls and procedures, NYAHUWASCO is hoping that the selected provider will look at the possibility of ensuring that any controls and procedures are not unnecessarily bureaucratic and cumbersome.

Underwriters to provide comprehensive/enhanced medical cover for inpatient and outpatient inclusive of pre-existing, chronic HIV/AIDS, dental, optical and maternity cover as detailed below:

JOB GROUP "M" AND ABOVE

S/No.	Cover Limit	Category Staff (Per Family)
1.	In Patient Overall Limit	500,000.00
2.	Out Patient Overall Limit	100,000.00
3.	Dental Limit	10,000.00
4.	Optical Limit	10,000.00
5.	Maternity	50,000

JOB GROUP "L" AND BELOW CONTRACT STAFF

S/No.	Cover Limit	Category Staff (Per Family)
1.	In Patient Overall Limit	300,000.00
2.	Out Patient Overall Limit	75,000.00
3.	Dental Limit	10,000.00
4.	Optical Limit	10,000.00
5	Maternity	30,000

Out-patient Scheme includes the following while the patient is hospitalized:-

- Surgical operations and procedures
- Theatre fees
- Pre-existing disease management

- Second opinion consultation
- Professional fees
- Anaesthetics for surgery
- Assistant at operations
- Ward accommodation
- ICU/HDU
- Visits and consultations by GP and/or Specialist (while in Hospital)
- Hospitalization after accidents
- Radiology
- Pathology
- Physiotherapy
- Ultrasound, MRI, CT Scan
- Blood Transfusions
- Internal prostheses
- Prescription drugs and materials
- Medicine received on discharge from hospital
- Emergency evacuations and ambulance services
- Labour and recovery wards
- Psychiatric illness
- Child clinics and Immunization
- Vaccines
- Psychological counselling
- Laboratory
- Ambulance services
- ENT services
- Dental services (X-Ray, Consultation, Extractions, Fillings, Dentures, Root Canal, Scaling and Polishing).
- Pre-existing chronic and HIV/AIDS treatment & care covered up to full outpatient limit
- Gynecological illnesses

In-patient Scheme includes the following while the patient is hospitalized:-

- Rescue and evacuation
- Discharge medication
- Oncology tests, drugs and consultation fees
- Surgical operations and procedures
- First non-elective Caesarian Section
- Theatre fees
- Professional fees
- Anaesthetics for surgery
- Assistants at operations
- Ward accommodation

- ICU/HDU
- Visits and consultations by GP and/or Specialist
- Hospitalization after accidents
- X-Ray and pathology (while hospitalized).
- Physiotherapy
- Ultrasound, MRI, CT Scan
- Blood Transfusions
- Internal Prostheses
- Medicine/Drugs used
- Medicine received on discharge from Hospital
- Emergency evacuations and ambulance services
- Labour and recovery wards
- Psychiatric illness
- Occupational Therapy services
- Laboratory
- ENT services
- Maxillofacial surgery: trauma.
- Pre-existing chronic and HIV/AIDS treatment & care covered up to full inpatient

Maternity Scheme

- Cost of normal and caesarean deliveries while hospitalized
- Labour and recovery wards
- Professional fees
- Ante natal, Post-natal , Pre-natal care
- Obstetric Ultrasounds
- Maternity related illness and complications

Other information that is required includes:

(a) Particulars of cover

The medical cover exclusions, where applicable, MUST be clearly stated on a separate cover giving specific details of each excluded condition and must also provide: -

- Full details of what the cover provides
- Eligible expenses included in the in-patient cover
- Full details of what the cover excludes
- Dependents eligibility
- Pre-existing chronic and HIV (including ARVs) conditions will be covered up to the full outpatient and inpatient limit.

(b) The medical cover must incorporate the following. The costs for these should be shown separately.

- Dental
- Optical
- Maternity

(c) Network coverage

The tenderer is required to provide the following:-

- Full details of towns where the insurance underwriting company is represented.
- The appointed Hospitals, Clinics and Doctors all over the country that can be accessed by NYAHUWASCO employees and their dependents.
- Full details of the medical cover and all exclusions that is applicable.

(d) Case Management

1. Give a detailed report on how the cover is going to be administered.
2. Give an analysis on how the service provider intends to address the following issues/procedures which must be covered:-

- Admission of members into the cover
- Identification at service points
- Admission of members with pre-existing conditions into the cover
- Admission of chronic and HIV/AIDS related cases to the cover
- Procedure to be followed for overseas cover o Procedure to be followed to procure last expense. Private Room accommodation/General ward

(e) Claims Settlement Turnaround Time Give details of the claims settlement turnaround time.

Note the time indicated will be used to review the performance of the Tenderer and the underwriter for any future renewal of contract.

The service should be easily available and accessible to the covered as and when required all over the country. Further it is expected that when inclusions of new members is undertaken a debit note for the period to the end of the cover shall be prepared and forwarded to NYAHUWASCO for settlement.

Likewise, in the event of an exit by a member from the service, NYAHUWASCO shall notify the service provider who shall be expected to reconcile the members account and forward a cheque in favour of NYAHUWASCO for the unutilized portion of the cover.

Eligibility Age	Children	From birth to 25 years
	Employee and Spouse	Up to 60 years
Waiting period	Existing Member	None
	New employee and additional spouse or newly born baby	None

SECTION V - SCHEDULE OF REQUIREMENTS

Notes on price schedules:

1. All prices quoted should be inclusive of the following;

- a) Scheme Administration costs
- b) Card costs (if any)
- c) All duties and taxes including VAT
- d) Any other charges should be listed.

NYAHUWASCO TOP MANAGEMENT MEMBERS (Total

NO	DESIGNATION	SIZE OF FAMILY	PRINCIPAL TOTAL	PRINCIPAL AND DEPENDANTS TOTAL
1	MD	M+3	1	4
2	TM	M+4	1	5
3	FAM	M+3	1	4
4	H.R	M+3	1	4
5	P.O	M+2	1	3
6	I.A	M+1	1	2
7	C.A	M+3	1	4
8	M&R	M+3	1	4
9	PRO	M+3	1	4
		TOTAL	9	34

Other NYAHUWASCO staff Summary

NO.	SIZE OF FAMILY	PRINCIPAL TOTAL	PRINCIPAL AND DEPENDANTS TOTAL
1	M+0	10	10
2	M+1	30	60
3	M+2	31	93
4	M+3	22	88
5	M+4	20	100
6	M+5	5	30
	TOTAL	118	381

NB:

WHERE:

M +0= Principal Member

M+1 = Principal Member + 1 dependent/ spouse M+2 =
Principal Member + 2 dependents

M+3 = Principal Member + 3 dependents M+4 =
Principal Member + 4 dependents M+5 = Principal
Member + 5 dependent

PRICE SCHEDULE FORM

ITEM NO.	DESCRIPTION OF INSURANCE COVER	TOTAL PREMIUM (KSHS.)
1.	Inpatient medical cover for all listed members and their dependents	
2.	Outpatient Medical cover for all listed members and their dependents.	
	TOTAL (Kshs)	

Total Cost in Patient and Out Patient Ksh -----

Amount in words

.....
.....
.....

Signature.....

Rubber Stamp.....

Notes on price schedules:

All prices quoted should be inclusive of the following;

- **Scheme Administration costs**
- **Card costs (if any)**
- **All duties and taxes including VAT**
- **Any other charges should be listed**

SECTION VI - STANDARD FORMS

2. **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.

3. **Price Schedule Form** - The price schedule form must similarly be completed and submitted with the tender.

4. **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.

5. **Confidential Business Questionnaire Form** - This form must be completed by the tenderer and submitted with the tender documents.

6. **Form of tender security:** this form must be submitted by the tenderer and submitted alongside the tender documents. It's prepared by the bank/ insurance company.

7. **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

The Managing Director
Nyahururu Water and
Sanitation Company,
P.O. Box 952 -20300,
NYAHURURU.

Date: _____

Tender No: **NYAHUWASCO/OT/004/2020-2021**

Tender Name: **TENDER FOR THE PROVISION OF COMPREHENSIVE IN-PATIENT AND OUT-PATIEND MEDICAL INSURANCE COVER FOR NYAHURURU WATER AND SANITATION COMPANY STAFFS.**

Gentlemen and/or Ladies:-

Having examined the Tender documents, 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 Kenya Shillings (Ksh)
(amount in figures)

.....

..... [Total Tender amount in words]

or such other sums as may be ascertained in accordance with the Schedule of Prices attached herewith and made part of this Tender.

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

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.

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.

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

Dated this _____ day of _____ 20_____

[Signature] [In the capacity of] Duly authorized to sign tender for and on behalf of

-

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 Provision of Medical 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) which ever applies to your type of business

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

Part 1: General:

Business Name Location of
business premises
Plot No. Street/Road Postal Address
..... Tel. No.Fax Email
Nature of business Registration
Certificate No. Maximum value of business
which you can handle at any one time Kshs. Name of your bank
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
(To be on the Letterhead of the Bank)

Whereas [name of the tenderer] (hereinafter called “the tenderer”) has submitted its tender dated [date of submission of tender] for the supply, installation and commissioning of[name and/or description of the equipment] (hereinafter called “the Tender”)..... KNOW ALL PEOPLE by these presents that WE of having our registered office at (hereinafter called “the Bank”), are bound unto [name of Procuring entity] (hereinafter called “the Procuring entity”) in the sum of 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 tenderer on the Tender Form; or
2. If the tenderer, 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 tenderers;

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 two conditions, specifying the occurred condition or conditions.

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 date.

[signature of the bank] _____

(Amend accordingly if provided by Insurance Company)

PERFORMANCE SECURITY FORM

To Nyahururu Water and sanitation company.....

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 goods] (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 the 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 figure] 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 or sums within the limits of..... [Amount of guarantee] as aforesaid, without you needing to prove or to showground or reasons for your demand or the sum specified therein.

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

Signed and seal of the Guarantors

[Name of bank or financial institution]

[Address]

_____ [Date]

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*) ofdated 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.

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

- 1.
- 2.

SIGNED (Applicant)

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

FOR OFFICIAL USE ONLY

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

SIGNED
Board Secretary