



**OPEN TENDER DOCUMENT FOR THE PROVISION OF STAFF  
POLICIES:-  
MEDICAL SCHEME (OUTPATIENT & INPATIENT), GPA/ WIBA  
&  
GROUP LIFE COVER  
FY/2015 - 2016**

**TENDER NO. - NGOB/T008/2015 – 2016**

**NGOs CO-ORDINATION BOARD  
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**DATE: 18<sup>TH</sup> NOVEMBER 2015**

**RECEIPT NO. \_\_\_\_\_**

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## 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.  
(b) 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 tendering entity.
  - IV. Delete name and address of

## SECTION I - INVITATION FOR TENDERS

**TENDER NO. - NGOB/T008/2015 - 2016**

**TENDER NAME:** - Provision of Staff Insurance Policies

- 1.1 The Board invites tenders from eligible underwriter companies for the various policies for staff and their dependants
- 1.2 Prices quoted should be inclusive of all government taxes, delivery costs and must be stated in Kenya Shillings and shall remain valid for 90 days from the closing date of the tender. A complete set of tender documents may be obtained by interested candidates from the cash office situated at Co-operative Bank House 15<sup>th</sup> floor during normal working hours upon payment of a non - refundable fee of Kes.1, 000.00 by either direct deposit to account no. **01136030582102** or Bankers Cheque payable to the NGOs Co-ordination Board. The document may also be downloaded from the NGOs Co-ordination website [www.ngobureau.or.ke](http://www.ngobureau.or.ke) or [ifmis@treasury.go.ke](mailto:ifmis@treasury.go.ke) free of charge. Bidders who download the tender document must arrange to register with NGOs Board the company name, postal and physical, and email and telephone address for the purposes of receiving any further tender clarifications and/or addendums if need be.
- 1.3 Completed tender documents are to be enclosed in plain sealed envelopes, marked with the tender number and name and be deposited in the Tender Box at Board's Offices, Co-operative Bank House 15<sup>th</sup> Floor and addressed to The Executive Director, Board, and P. O. Box 44617-00100 Nairobi, so as to be received on or before **Thursday, 3<sup>rd</sup> December, 2015, 11.00 a.m.**
- 1.4 Tenders will be opened immediately thereafter in the presence of the candidates' representatives who may choose to attend at Board's Offices.
- 1.5 The Board seeks bids for the below mentioned Insurance Covers:-
  - a) Enhanced In-patient Cover for a population of fifty one (51) members of staff and their dependants as specified in the population to include Group Medical Emergency cover for Staff members
  - b) Enhanced Out-Patient Cover for a population of fifty one (51) members of staff and their dependants as specified in the population
  - c) Group Personal Accident and Group life Assurance for forty nine(49) staff members
  - d) Parameters of measure as outlined in the evaluation criteria
- 1.6 The Board seeks bids from under writers **only** for these services.

**SIGNED:**

**MAHAMMED FAZUL  
EXECUTIVE DIRECTOR  
NGOs CO-ORDINATION BOARD**

## SECTION II - INSTRUCTION TO BIDDERS

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## **SECTION II - INSTRUCTIONS TO BIDDERS**

### **2.1. Eligible Bidders**

- 2.1.1 This Invitation for Tenders is open only to eligible bidders. Successful bidders 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 Board's employees, Board members and their relatives (i.e. spouse and children) are not eligible to participate in the tender unless where specially allowed under section 131 of the Act.
- 2.1.3 Bidders shall provide the qualification information statement that the bidder (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 Board 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 Bidders involved in the corrupt or fraudulent practices or debarred from participating in public procurement shall not be eligible.

### **2.2 Contents of Tender Document**

2.2.1 The tender documents comprise the documents listed below and addendum issued in accordance with clause 2.4 of these instructions to bidders.

- (i) Instructions to Bidders
- (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) Tender Security Form
- (x) Performance Security Form
- (xi) Insurance Company's Authorization Form
- (xii) Declaration Form
- (xiii) Request for Review Form

2.2.2 The Bidder 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 bidders risk and may result in the rejection of its tender.

## **2.3 Clarification of Tender Documents**

2.3.1 A Candidate making inquiries of the tender documents may notify the Board by post, fax or by email at the Board's address indicated in the Invitation for tenders. The Board 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 Board. Written copies of the Board 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.

2.3.1 The Board shall reply to any clarifications sought by the bidder within 3 days of receiving the request to enable the bidder to make timely submission of its tender.

2.3.2 Preference where allowed in the evaluation of tenders shall not exceed 25%

## **2.4 Amendment of Tender Documents**

2.4.1 At any time prior to the deadline for submission of tenders, the Board, for any reason, whether at its own initiative or in response to a clarification requested by a prospective bidder, may modify the tender documents by issuing an addendum.

2.4.2 All prospective bidders 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.

2.4.3 In order to allow prospective bidders reasonable time in which to take the amendment into account in preparing their tenders, the Board, at its discretion, may extend the deadline for the submission of tenders.

## **2.5 Language of Tenders**

2.5.1 The tender prepared by the bidder, as well as all correspondence and documents relating to the tender exchanged by the bidder and the Board, shall be written in English language. Any printed literature furnished by the bidder 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.

## **2.6 Documents Comprising the Tender**

2.6.1 The tender prepared by the bidder shall comprise the following components:

- (a) A Tender Form and a Price Schedule completed in accordance with paragraph 2.7, 2.8 and 2.9 below
- (b) Documentary evidence established in accordance with paragraph 2.1.2 that the bidder 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.

## **2.7. Form of Tender**

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

## **2.8. Tender Prices**

2.8.1 The bidder 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.

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

2.8.3 Prices quoted by the bidder shall remain fixed during the Term of the contract unless otherwise agreed by the parties. A tender submitted with an adjustable price bid will be treated as non-responsive and will be rejected, pursuant to paragraph 2.2.2

## **2.9. Tender Currencies**

2.9.1 Prices shall be quoted in Kenya Shillings

## **2.10. Bidders Eligibility and Qualifications**

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

2.10.2 The documentary evidence of the bidder's qualifications to perform the contract if its tender is accepted shall establish to the Board's satisfaction that the bidder has the financial and technical capability necessary to perform the contract.

## **2.11. Tender Security**

2.11.1 The bidder shall furnish, as part of its tender, a tender security for the amount and form specified in the Appendix to Instructions to Bidders.

2.11.2 The tender security shall not exceed 2 per cent of the tender price.

2.11.3 The tender security is required to protect the NGOs Co-ordination Board against the risk of Bidder's conduct which would warrant the security's forfeiture.

2.11.4 The tender security shall be denominated in Kenya Shillings and shall be in the form

- a) Cash.
- b) A bank guarantee.
- c) Such insurance guarantee approved by the PPOA
- d) Letter of credit.
- e) A guarantee by a deposit taking microfinance institution, Sacco society, the Youth Enterprise Development Fund or the Women Enterprise Fund.



- 2.11.5 Any tender not secured in accordance with paragraph 2.11.1. and 2.11.3 shall be rejected by the Board as non-responsive, pursuant to paragraph 2.19.5
- 2.11.6 Unsuccessful Bidder'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
- 2.11.7 The successful Bidder's tender security will be discharged upon the bidder signing the contract, and furnishing the performance security.
- 2.11.8 The tender security may be forfeited:
- (a) If a bidder withdraws its tender during the period of tender validity.
  - (b) in the case of a successful bidder, if the bidder fails:
    - (i) To sign the contract or
    - (ii) To furnish performance security pursuant to paragraph 2.27.1.
  - (c) If the bidder rejects correction of an arithmetic error in the tender.

## **2.12. Validity of Tenders**

- 2.12.1 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 Board as non-responsive.
- 2.12.2 In exceptional circumstances, the Board may solicit the Bidder's consent to an extension of the period of validity. The request and the responses thereto shall be made in writing. A bidder granting the request will not be required nor permitted to modify its tender.

## **2.13. Format and Signing of Tenders**

- 2.13.1 The bidder 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.
- 2.13.1 The original and all copies of the tender shall be typed or written in indelible ink and shall be signed by the bidder or a person or persons duly authorized to bid for the contract. All pages of the tender, except for un-amended printed literature, shall be initialed by the person or persons signing the tender.
- 2.13.2 The tender shall have no interlineations, erasures, or overwriting except as necessary to correct errors made by the bidder, in which case such corrections shall be initialed by the person or persons signing the tender.

## **2.14 Sealing and Marking of Tenders**

2.14.1 The bidder 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.

2.14.2 The inner and outer envelopes shall:

- a) Be addressed to the 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 Thursday, 3<sup>rd</sup> December, 2015 at 11:00 a.m.**

2.14.3 The inner envelopes shall also indicate the name and address of the bidder to enable the tender to be returned unopened in case it is declared “late”.

2.14.4 If the outer envelope is not sealed and marked as required by paragraph 2.14.2, the Board will assume no responsibility for the tender’s misplacement or premature opening.

## **2.15. Deadline for Submission of Tenders**

2.15.1 Tenders must be received by the Board at the address specified under paragraph 2.14.2.

2.15.2 The Board may, at its discretion, extend this deadline for the submission of tenders by amending the tender documents in accordance with paragraph 2.4.3 in which case all rights and obligations of the Board and candidates previously subject to the deadline will thereafter be subject to the deadline as extended.

2.15.3 Bulky tenders which will not fit the tender box shall be received in the Executive Director’s Office and immediately deposited in the Tender Box.

## **2.16. Modification and Withdrawal of Tenders**

2.16.1 The bidder 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 Board prior to the deadline prescribed for submission of tenders.

2.16.2 The bidder’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.

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

2.16.4 No tender may be withdrawn in the interval between the deadline for submission of tenders and the expiration of the period of tender validity.

## **2.17. Opening of Tenders**

- 2.17.1 The Board will open all tenders in the presence of bidders' representatives who choose to attend, at the time, day and date of closing and in the location specified in the invitation for tenders. The bidders' representatives who are present shall sign a register evidencing their attendance.
- 2.17.2 The bidders' names, tender modifications or withdrawals, tender prices, discounts, and the presence or absence of requisite tender security and such other details as the Board, at its discretion, may consider appropriate, will be announced at the opening.
- 2.17.3 The Board will prepare minutes of the tender opening, which will be submitted to bidders that signed the tender opening register and will have made the request.

## **2.18 Clarification of Tenders**

- 2.18.1 To assist in the examination, evaluation and comparison of tenders the Board may, at its discretion, ask the bidder 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.
- 2.18.2 Any effort by the bidder to influence the Board in the Board's tender evaluation, tender comparison or contract award decisions may result in the rejection of the bidders' tender.

## **2.19 Preliminary Examination and Responsiveness**

- 2.19.1 The Board 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.
- 2.19.2 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
- 2.19.3 The Board 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 bidder
- 2.19.4 Prior to the detailed evaluation, pursuant to paragraph 2.19, the Board 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 Board's determination

2.19.5 of a tender's responsiveness is to be based on the contents of the tender itself without recourse to extrinsic evidence.

2.19.6 If a tender is not substantially responsive, it will be rejected by the Board and may not subsequently be made responsive by the bidder by correction of the nonconformity.

## **2.20. Evaluation and Comparison of Tenders**

2.20.1 The Board will evaluate and compare the tenders which have been determined to be substantially responsive, pursuant to paragraph 2.19

2.20.2 The Board'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 2.20.3.

- (a) Operational plan proposed in the tender;
- (b) Deviations in payment schedule from that specified in the
- (c) Special Conditions of Contract

2.20.3 Pursuant to paragraph 2.20.2. The following evaluation methods will be applied.

- a) Operational Plan: The Board 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 Board's required delivery time will be treated as non-responsive and rejected.
- b) Deviation in payment schedule
- c) Bidders 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. Bidders 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 Board may consider the alternative payment schedule offered by the selected bidder.

2.20.4 The tender evaluation committee shall evaluate the tender within fifteen (15) days from the date of opening the tender.

## **2.21. Contacting the Board**

2.21.1 Subject to paragraph 2.18 no bidder shall contact the Board on any matter relating to its tender, from the time of the tender opening to the time the contract is awarded.

2.21.2 Any effort by a bidder to influence the Board in its decisions on tender evaluation, tender comparison, or contract award may result in the rejection of the Bidders' tender.

## **2.22 Post-qualification**

- 2.22.1 The Board will verify and determine to its satisfaction whether the bidder that is selected as having submitted the lowest evaluated responsive tender is qualified to perform the contract satisfactorily.
- 2.22.2 The determination will take into account the bidder's financial and technical capabilities. It will be based upon an examination of the documentary evidence of the bidder's qualifications submitted by the bidder, pursuant to paragraph 2.10.2, as well as such other information as the Board deems necessary and appropriate
- 2.22.3 An affirmative determination will be a prerequisite for award of the contract to the bidder. A negative determination will result in rejection of the Bidder's tender, in which event the Board will proceed to the next lowest evaluated tender to make a similar determination of that Bidder's capabilities to perform satisfactorily.

## **2.23 Award Criteria**

- 2.23.1 The Board will award the contract to the successful bidder whose tender has been determined to be substantially responsive and has been determined to be the lowest evaluated tender, provided further that the bidder is determined to be qualified to perform the contract satisfactorily.
- 2.23.2 To qualify for contract awards, the bidder shall have the following:-
- d) Necessary qualifications, capability experience, services, equipment and facilities to provide what is being procured.
  - e) Legal capacity to enter into a contract for procurement
  - f) 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.
  - g) Shall not be debarred from participating in public procurement.

## **2.24. Board's Right to accept or Reject any or all Tenders**

- 2.24.1 The Board 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 bidder or bidders or any obligation to inform the affected bidder or bidders of the grounds for the Board's action. If the Board determines that none of the tenders is responsive, the Board shall notify each bidder who submitted a tender.
- 2.24.2 The Board shall give prompt notice of the termination to the bidders and on request give its reasons for termination within 14 days of receiving the request from any bidder.
- 2.24.3 A bidder who gives false information in the tender document about his/her 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.

## **2.25 Notification of Award**

- 2.25.1 Prior to the expiration of the period of tender validity, the Board will notify the successful bidder in writing that its tender has been accepted.
- 2.25.2 The notification of award will signify the formation of the contract subject to the signing of the contract between the bidder and the Board pursuant to clause 2.8. Simultaneously the other bidders shall be notified that their tenders were not successful.
- 2.25.3 Upon the successful Bidder's furnishing of the performance security pursuant to paragraph 2.27 the Board will promptly notify each unsuccessful Bidder and will discharge its tender security, pursuant to paragraph 2.12

## **2.26 Signing of Contract**

- 2.26.1 At the same time as the Board notifies the successful bidder that its tender has been accepted, the Board will simultaneously inform the other bidders that their tenders have not been successful.
- 2.26.2 Within fourteen (14) days of receipt of the Contract Form, the successful bidder shall sign and date the contract and return it to the Board.
- 2.26.3 The contract will be definitive upon its signature by the two parties.
- 2.26.4 The parties to the contract shall have it signed after seven (7) days from the date of notification of contract award unless there is an administrative review request.

## **2.27 Performance Security**

- 2.27.1 The successful bidder shall furnish the performance security in accordance with the Conditions of Contract, in a form acceptable to the Board.
- 2.27.2 Failure by the successful bidder to comply with the requirement of paragraph 2.27 or paragraph 2.28.1 shall constitute sufficient grounds for the annulment of the award and forfeiture of the tender security, in which event the Board may make the award to the next lowest evaluated tender or call for new tenders.

## **2.28 Corrupt or Fraudulent Practices**

- 2.28.1 The Board requires that bidders observe the highest standard of ethics during the procurement process and execution of contracts. A bidder shall sign a declaration that he has not and will not be involved in corrupt or fraudulent practices.
- 2.28.2 The Board will reject a proposal for award if it determines that the bidder recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question
- 2.28.3 Further a bidder 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 Bidders**

### **Notes on the Appendix to the Instruction to Bidders**

1. The Appendix to instructions to bidders is intended to assist the Board in providing specific information in relation to corresponding clause in the instructions to Bidders included in Section II and has to be prepared for each specific procurement.
2. The Board should specify in the appendix information and requirements specific to the circumstances of the procuring entity, the procuring of the service, 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 bidders must be consistent with the applicable public procurement law and regulations.

## Appendix to instructions to Bidders

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

Instruction to tenders	Particulars of Appendix to instructions to the tenders
(a)	Particulars of eligible tenderers: Insurance Underwriting Companies Licensed by the Insurance Regulatory Authority to transact business in Kenya
(b)	Price to be charged for tender documents. Kshs. 1,000 for those who purchase a hard copy while those who download the document will not be charged
(c)	Particulars of other currencies allowed. None
(d)	Copies of Tender Documents to be Submitted: An original and one (1) copy
(e)	Particulars of tender security if applicable. In Kshs. 2% of the tender price valid for 90 days after date of tender opening.
(f)	Form of Tender Security: The Tender Security shall be in the form of a Guarantee from a reputable bank or an insurance company approved by PPOA. Self guaranteed tender security not allowed.
(g)	Validity of Tenders: Tenders Shall remain valid for 90 days after date of tender opening.
(h)	Bulky tenders which do not fit in the tender box shall be delivered to the Office of the Executive Director, at 15 <sup>th</sup> floor Co-operative bank House Haile-Sellasie Avenue Nairobi.
Mandatory Documents	<p><b>PRELIMINARY EVALUATION CRITERIA</b></p> <p>Tenderers are required to submit copies of the following <b>MANDATORY DOCUMENTS</b> which will be used during Preliminary Examination to determine responsiveness</p>
	<ul style="list-style-type: none"> <li>a) Copy of certificate of Registration/Incorporation from the registrar of companies</li> <li>b) Copy of Valid Tax Compliance certificate from Kenya Revenue Authority</li> <li>c) Must Fill the Price Schedule in the format provided in the tender</li> <li>d) Must Fill the Tender Form in the format provided in the tender Document</li> <li>e) Must Submit a Tender Security of Kshs. 2% of the tender contract valid for 90 days after date of tender opening</li> <li>f) Must submit a dully filled up Confidential Business Questionnaire in format provided in the tender document</li> <li>g) Must be registered with the Insurance Regulatory Authority for the year 2014 and a copy of the current license be submitted.</li> <li>h) Medical Cover must be both In-patient and Out-patient as one package under one underwriter and <b><u>no co-sharing</u></b>.</li> <li>i) Must have been in existence for the last five years.</li> <li>j) Must be a current member of the Association of Kenya Insurers (AKI).</li> </ul>



Please provide copy of membership certificate.

k) Must submit letters confirming credit facilities for the last one year (July 2014 to June 2015) from four of the following hospitals:

- (i). Nairobi Hospital
- (ii). Mater Hospital
- (iii). MP. Shah hospital
- (iv). Nairobi Womens Hospital
- (v). Karen Hospital
- (vi). Aga khan Hospital
- (vii) Gertrude Hospital

l) Must Cover the following conditions in both In-patient and Out-patient

- i. Chronic Conditions
- ii. Congenital Pre-existing HIV/AIDS
- iii. Ambulance and air evacuation
- iv. Maternity
- v. Dental
- vi. Optical

m) Provide a country wide list of approved health providers where you have credit facilities (NGO Board reserves the right to confirm directly with these providers the existence of credit facilities) the list must include providers in Nairobi, Mombasa, Uasin Gishu and Kisumu counties.

n) Must cover employees and family at Age-18 to 60 years. For Children they are to be covered from birth to 18 years or up to 24 years if in a learning institution. Children with disability to be covered for as long as they continue to be dependent on the principal member.

**Evaluation and Comparison of Tenders**  
**TECHNICAL EVALUATION CRITERIA (Total Points 100)**

SN.	Parameters of measure	Total score	Actual score
<b>Financial Assessment</b>	<b>Provide audited annual financial statement of 2013-2014 with a net base of:-</b>		
a)	A net asset base of Kshs.500Million	5 marks	
b)	Current Ratio of 2:1 (Current assets: Current liabilities. Optimal 2:1	3 marks	
c)	Debt Equity ratio of 60:40 (Total liabilities: Equity. Optimal is 50:50 but anything in the range 60:40 to 66:34 is acceptable)	3 marks	
d)	Positive net cash flows from operating activities (Operations)	2 marks	
e)	Gross Premiums in the year 2014 of not less than Kshs.500 Million	3 marks	
f)	Medical cover of Ksh.200 Million per year	2 marks	
g)	Provide a list of at least three (3) current largest clients whose Total Premium is not less than Ksh.100 Million. (NGOs Coordination Board reserves the right to confirm directly with these firms)	3 marks	
h)	Extensive and Comprehensive Network of Service Providers	4 marks	
i)	One general medical check for Principal member once a year (Specify limit)	3 marks	
<b>Execution of scheme</b>	<b>Demonstration of a satisfactory management and execution plan for:-</b>		
	Quality of Service provision, handling of underwriting and claims services	8 marks	
	Extent of scope of the medical cover as stated in the schedule of requirements consideration will also be given to general concessions/Wider Coverage.	20 marks	

	Evidence of value addition services	2 marks	
	Quality of IT systems in place Biometric Identification Systems	2 marks	
	What is covered in In-patient (including Maternity, Dental and Optical) to be on the List: (i) What is covered in Outpatient (including Maternity, Dental and Optical) to be on list; (Kindly outline exclusions of the cover) (ii). The details should include the applicable sub-limits if any.	4 marks	
	Service Distribution Network and Facilities within Kenya <b>Marks awarded</b> as follows 1-15 counties – 2 marks 16-30 counties – 4 marks Over 30 counties – 6 marks	6 marks	

To be eligible for the Financial Evaluation, tenders must score at least **seventy percent (70%) 49 scores** at the Technical Evaluation Stage.

#### Medical Services Providers

(i) The bidders are required to complete the matrix below (Schedule I) which shall be the basis for evaluation criteria above (Service Distribution Network and Facilities within Kenya).

	Location in Kenya (47 -County)	No. of Hospitals	No. of Chemists	No. of General Practitioners	No. of Specialist Practitioners	No of Labs and X- Ray
<b>1</b>	<b><i>Baringo</i></b>					
<b>2</b>	<b><i>Bomet County</i></b>					
<b>3</b>	<b><i>Bungoma County</i></b>					
<b>4</b>	<b><i>Busia County</i></b>					
<b>5</b>	<b><i>Elgeyo/Marakwet County</i></b>					
<b>6</b>	<b><i>Embu County</i></b>					

7	<i>Garissa County</i>					
8	<i>Homa Bay County</i>					
9	<i>Isiolo County</i>					
10	<i>Kajiado County</i>					
11	<i>Kakamega County</i>					
12	<i>Kericho County</i>					
13	<i>Kiambu County</i>					
14	<i>Kilifi County</i>					
15	<i>Kirinyaga County</i>					
16	<i>Kisii County</i>					
17	<i>Kisumu County</i>					
18	<i>Kitui County</i>					
19	<i>Kwale County</i>					
20	<i>Laikipia County</i>					
21	<i>Lamu County</i>					
22	<i>Machakos County</i>					
23	<i>Makueni County</i>					
24	<i>Mandera County</i>					
25	<i>Marsabit County</i>					
26	<i>Meru County</i>					
27	<i>Migori County</i>					
28	<i>Mombasa County</i>					
29	<i>Murang'a County</i>					
30	<i>Nairobi County</i>					

<b>31</b>	<b><i>Nakuru County</i></b>					
<b>32</b>	<b><i>Nandi County</i></b>					
<b>33</b>	<b><i>Narok County</i></b>					
<b>34</b>	<b><i>Nyamira County</i></b>					
<b>35</b>	<b><i>Nyandarua County</i></b>					
<b>36</b>	<b><i>Nyeri County</i></b>					
<b>37</b>	<b><i>Samburu County</i></b>					
<b>38</b>	<b><i>Siaya County</i></b>					
<b>39</b>	<b><i>Taita Taveta County</i></b>					
<b>40</b>	<b><i>Tana River County</i></b>					
<b>41</b>	<b><i>Tharaka Nithi County</i></b>					
<b>42</b>	<b><i>Trans Nzoia County</i></b>					
<b>43</b>	<b><i>Turkana County</i></b>					
<b>44</b>	<b><i>Uasin Gishu County</i></b>					
<b>45</b>	<b><i>Vihiga County</i></b>					
<b>46</b>	<b><i>Wajir County</i></b>					
<b>47</b>	<b><i>West Pokot County</i></b>					

<b>Financial Evaluation</b>	<p>1. The commercial evaluation and final ranking of the bids will take into consideration the scope of the cover in relation to the premium, Exclusion Clauses, and other pertinent terms and conditions of tender.</p> <p>2. The evaluation committee will determine whether the financial proposals are complete. The cost of items not priced shall be assumed to be Included in other costs in the proposal. In all cases, the total price of the financial proposal as submitted shall prevail.</p>
<b>Post Qualifications</b>	Particulars of post – qualification if applicable. NGOs Board may inspect the premises
<b>Negotiations</b>	Negotiations may be held with the tenderer with the highest combined technical and financial scores, and upon successful negotiations will be awarded the contract. if negotiations fail with the tenderer with the highest combined technical and financial scores, the bidder with the second highest will be invited by the Board for negotiations, and upon successful negotiations, be awarded the tender.

**SECTION III - GENERAL CONDITIONS OF CONTRACT**

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## **SECTION III GENERAL CONDITIONS OF CONTRACT**

### **3.1. Definitions**

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

- (a) “The Contract” means the agreement entered into between the Board and the bidder, 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 bidder under the Contract for the full and proper performance of its contractual obligations
- (c) “The Services” means services to be provided by the bidder including any documents, which the bidder is required to provide to the Board under the Contract.
- (d) “The NGOs Co-ordination Board” means the organization procuring the services under this Contract (the procuring entity)
- (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 Board’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 Board 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 Board's prior written consent, make use of any document or information enumerated in paragraph 3.4.1 above.

3.4.3 Any document, other than the Contract itself, enumerated in paragraph 3.4.1 shall remain the property of the Board and shall be returned (all copies) to the Board on completion of the contract's or performance under the Contract if so required by the Board.

### **3.5. Patent Rights**

3.5.1 The Contractor shall indemnify the Board 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 fifteen (15) days of receipt of the notification of Contract award, the successful bidder shall furnish the Board with performance security where applicable in the amount specified in SCC

3.6.2 The proceeds of the performance security shall be payable to the Board as compensation for any loss resulting from the Bidder'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 Board 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 Board 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 Board in the schedule of requirements and the special conditions of contract

### **3.8. Payment**

3.8.1. 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 Board, but in no case later than thirty (30) days after submission of an invoice or claim by the under writer.

### **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 bidder in its tender or in the Board'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 25% of the original contract price

3.9.4 Price variation requests shall be processed by the Board 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 Board's prior written consent.

### **3.11. Termination for Default**

3.11.1 The Board 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 Board.
- (b) If the Contractor fails to perform any other obligation(s) under the Contract
- (c) If the Contract in the judgment of the Board has engaged in corrupt or fraudulent practices in competing for or in executing the contract

3.11.2 In the event the Board terminates the contract in whole or in part, it may procure, upon such terms and in such manner as it deems appropriate, services similar to those undelivered and the Contractor shall be liable to the Board 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 Board 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 Board.

### **3.13. Termination for Convenience**

3.13.1 The Board 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 Board 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 Board 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 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 Board 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 Board 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

### 4.3 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	Specify performance security if applicable: The successful bidder will furnish the NGOs Board with a performance security equivalent to 5% of the bid price within 15 days from the date of notification of award
3.7 Delivery of Services	As specified in the contract
3.8 Payment	Specify as necessary: One installment upon signing of the contract and delivery of policy documents.
3.9 Price adjustment	Not Applicable
3.16 Applicable law	Specify resolution of disputes allowed: Disputes to be settled as per the Arbitration Laws of Kenya
3.18 Notices	NGOs Co-ordination Board P.O. Box 44617 00100 Nairobi.

## **SECTION V - SCHEDULE OF REQUIREMENTS**

The NGOs Board seeks to engage an Insurance Underwriting Company to provide Medical cover, Group Life Assurance and Group Personal Accident/WIBA for Staff as per the details provided below

### **Section E. Schedule of Requirements**

#### **Terms of reference**

- (i). Structuring and obtaining optimum policy cover from the service providers in Accordance with the tender submitted;
- (ii). Arrange the immediate placement of our risk with the service providers and undertake a periodic technical rating of such service provider, and advise NGOs Board accordingly;
- (iii). Provide prompt and satisfactory service on the general management of the service Scheme policy, correspondence and claim review meetings;
- (iv). Analyze, review, and scrutinize the Policy Document and any Endorsements there-in prior to forwarding to NGOs Board.
- (v). If the entire policy document is found to be satisfactory, such document to be deposited with the Executive Director not later than fifteen (15) days of inception of cover;
- (vii). Arrange quarterly meetings to review performance of the policy by 15th of the following quarter;
- (viii). Provide appropriate Service Scheme improvement recommendation;
- (ix). Such other services as may be related or ancillary to the due performance of the above work

#### **Scope of Medical Cover**

##### **a) Staff**

Indemnity against NGOs Board expenses incurred by members, employees their dependants during the period of the policy:-

- Benefits:
- Inpatient
- Out-patient
- Drugs and administration
- Optical, dental.
- Maternity
- Other benefits:
- Sum Insured: (Schedule provided)

b) Cancellation Notice 60 days

**c) Eligibility**

The proposed scheme shall cover all permanent employees as well as those on contract terms of service. It shall also cover the employee's spouse and dependent children 24 years and below.

**d) Period**

26.01.2016 – 25.01.2017 Renewable annually

**Scope of Proposed Medical Services**

**Inpatient cover**

Will include the following services whose limits should only be restricted to the Inpatient entitlement;

1. Administration of Hospital Admission process.
2. Private ward Bed with a lower limit of Kshs.20, 000/-.
3. Major Operations.
4. Minor Operations.
5. Doctors fees -(physician, surgeon & Anesthetist).
6. HDU and ICU charges.
7. Theatre charges.
8. Drugs/Medicines, dressings and internal surgical appliances.
9. Medical Appliances (Hearing Aids, Glucometer, Insulin delivery devices, Urine Catheters & Accessories e.t.c.).
10. Radiology X-ray, ultrasound, ECG and computerized Tomography, MRI scans.
11. Radiotherapy and chemotherapy.
12. Pathology (laboratory) fees.
13. Post Hospitalization.
14. Access to medical specialists while admitted or on referral
15. Inpatient physiotherapy.
16. Chronic Illness coverage.
17. Gynecological treatment.
18. In patient Ophthalmic cover.
19. Accommodation for adults whose children of below 12 years of age or invalids.
20. Are admitted in Hospital Day care, day surgery Admission (includes dental, optical, gynecological as well as all other services).
21. In- patient dental cover.
22. Mental and other related illnesses.

23. Treatment for alcoholism and drug addictions (employee only and acquired during employment term).
24. Inpatient Psychiatric Treatment.
25. Palliative care.
26. Provision of Maternity benefits including Caesarian section.
27. Optical expenses arising from disease or accidents.
28. HIV/AIDS cover (conventional, accepted, recognized treatment).
29. Cancer covers.
30. Cost of medical circumcision.
31. Congenital conditions.
32. Pre-existing conditions.
33. Any other service not included above but may be mutually agreed upon from time to time.

### **Outpatient Cover**

Out-patient cover will cover the following services whose limits should only be restricted to the outpatient entitlement:

1. Routine outpatient treatment including consultations (GPs and Specialists, laboratory
2. Radiology services.
3. Physiotherapy treatment.
4. Diagnostic X-Ray and Laboratory Tests.
5. Radiology X-ray, ultrasound, EEG, ECG and computerized Tomography, MRI scans.
6. Prescribed drugs/medicines.
7. Dental Services. (specify limit)
8. Optical services (Frames, lenses (on ophthalmologist prescription only), contact lenses,
9. Focal lenses, Visual examination (specify limit)
10. Referrals to Specialists (Pediatricians, Obstetricians, gynecologists, lactation specialists,
11. Neonatologists, Orthopedic doctors, dermatologists, E.N.T. doctor's e.t.c.).
12. Counseling services. (Psychologist, Psychiatrist and Psychiatric treatment).
13. Baby vaccinations for babies from Birth to 5 years as listed below:
  - a. BCG – Tuberculosis
  - b. HEP B – Hepatitis B
  - c. HIB – Meningitis (Haemophilus influenzae type b)
  - d. OPV – Oral Polio Vaccine
  - e. MMR – Measles Mumps Rubella



- f. IPV – Inject able Polio Vaccine
  - g. DTAP – Diphtheria Tetanus acellular Pertussis
  - h. DT – Diphtheria Tetanus
  - i. ROTA Virus
14. Maternity services i.e. Anti and Post Natal.
  15. HIV/AIDS cover (Voluntary counseling and testing and other related treatments).
  17. Pap Smear & PSA tests for employees and spouses at the available credit facilities on.
  18. Travel Vaccines covered for employees only.
  19. Hearing aids, crutches, etc. covered upon referral.
  20. One general medical check for Principal member once a year (Specify limit)

### **Administration of the Scheme**

- The firm shall ensure that services are provided to employees and their beneficiaries with as little paper work and inconvenience as possible.
- The Bidder shall be required to clearly state the procedures (in-patient and out-patient) to be followed by the employee(s) and beneficiary (ies) in the provision of medical services, stating clearly the responsibilities of the parties involved.
- Where applicable, the bidder shall provide NGOs Board with statements on their medical accounts.
- Management of excess over limit

### **Member/Employee Identification**

- The Bidder shall be expected to define a clear procedure of Identification of Employees and their Beneficiaries.

### **Employee/Beneficiary Data Management**

- The Bidder shall be expected to liaise with NGOs Board on matters regarding Employees' Data updates.
- The Bidder shall therefore be required to provide a procedure for the maintenance of Employee/Beneficiary records.

### **List of Service Providers**

- The Bidder shall be required to provide a comprehensive list of all the Hospitals, Clinics, Doctors, Specialists, Pharmacies and Chemists in their panel.
- The Bidder shall however not limit beneficiaries to their panel only the Bidder shall take on the Medical Service Providers already on the NGOs Board panel.

### **Scheme Reports**

The Bidder shall be required to provide the NGOs Board with Quarterly/Annual Reports on the utilization of services including expenditure reports for Inpatient and Outpatient claims as well as any other reports that may be required by the Board from time to time.

Quarterly Expenditure Statement Reports in Soft copy on each individual Employee

**Extensive Clauses**

- Riot, strike and civil commotion
- Travel to and from work, social, sporting activities including use of motor vehicles
- Arbitration
- Accommodation for parent/guardian accompanying a child below 12 years.

## ANNEXES

### 1<sup>st</sup> SCHEDULE - MEMBERSHIP DETAILS

#### Eligibility

The proposed scheme shall cover all permanent employees as well as those on contract terms of service. It shall also cover the employee's spouse and dependent children upto 24 years.

(i) The total number of employees per category of staff is as follows:-

<b>POPULATION DISTRIBUTION</b>	<b>DESCRIPTION</b>	<b>NUMBERS OF FAMILIES</b>	<b>TOTAL MEMBERSHIP</b>
	M+0	11	11
	M+1	7	14
	M+2	6	18
	M+3	18	72
	M+4	7	35
	M+5	2	12
	<b>TOTAL</b>		<b>162</b>

#### Key:

M +0- Employee Only

M+1 – Employee and 1 dependant

M+2 – Employee and 2 dependants

M+3– Employee and 3 dependants

M+4– Employee and 4 dependants

M+5– Employee and 5 dependants

## ANALYSIS OF MEMBERSHIP

CATEGORY	DESCRIPTION	FEMALE	MALE	TOTAL
<b>POPULATION DISTRIBUTION</b>	Main Member	28	23	51
	Spouse	19	14	33
	Child dependants	38	40	78
<b>TOTAL</b>		85	77	162

## CLAIMS EXPERIENCE FOR STAFF COVER & DEPENDANTS FOR THE LAST 5 YEARS IN KSHS.

Policy Year	Plan	Premium	Claims to date	Projected	Actual claim	Loss Ratio
26/1/2011 25/1/2012	Inpatient & Outpatient	6,049,172	-	-	5,048,784	83%
26/1/2012 25/1/2013	Inpatient & Outpatient	7,744,282	-	-	5,251,401	68%
26/1/2013 25/1/2014	Inpatient & Outpatient	8,739,035	-	-	5,559,664	64%
26/1/2014 25/1/2015	Inpatient & Outpatient	8,636,129	-	-	6,934,306	80%
26/1/2015 25/1/2016	Inpatient & Outpatient	8,054,385	5,147,868	2,067,586	7,215,454	90%

## PROPOSED COVER LIMITS OPTIONS

Category	Description	Inpatient Annual Limits Per family (Kshs)	Outpatient Annual Limits Per family (Ksh)
Staff & Dependants	Inpatient and Outpatient	Ksh 1,000,000.00	Ksh. 200,000.00

Maternity for Principal member and spouse to be given as a cash rider and the last funeral expense for the principal member

## DETAILS OF GROUP EMERGENCY COVER – 2<sup>nd</sup> SCHEDULES

No.	Details of Insurance	Value to be insured in Kshs.	Risk to be covered
1.	Group emergency cover for 51 members of staff	2,000,000.00 for the group	Group emergency cover

The group excess of loss cover may only be accessed once the entire inpatient limit has been exhausted. The group cover limit for this scheme will be as shown in the table with **respective to sub-limits per person per annum**. Please note that the maximum inpatient limit shown must be in place for the Group Excess of Loss cover to apply. Upon exhaustion of the in-patient limit of Kshs.1, 000,000.00

## GROUP PERSONAL ACCIDENT/WIBA – 3<sup>rd</sup> SCHEDULE

No.	Designation	Estimated annual earnings
1.	NGOB 1	4,080,000.00
2.	NGOB 2	2,888,040.00
3.	NGOB 3	5,224,536.00
5.	NGOB 4	10,126,116.00
6.	NGOB 5	10,702,440.00
7.	NGOB 6	5,591,700.00
8.	NGOB 7	6,613,032.00
9.	NGOB 8	5,746,968.00
10.	NGOB 9	1,502,184.00

- Cover for 49 employees for a monthly wage of roll of Kshs. 52,475,016.00
- Estimated Total Annual Earnings Kshs 262,375,080.00

## DETAILS OF THE COVER

POLICY	Group Personal Accident (staff)	Remarks
PERIOD	1.03.2016 – 28.03.2017, Renewable annually for a maximum period of 2 years	
SCOPE OF COVER	Provide compensation for death or disablement resulting from accidental bodily injury sustained by	

	the insured's staff.	
INTEREST/SUM INSURED	<b>Benefit/Limits</b>	
	<ul style="list-style-type: none"> <li>• Death – 8 years basic salary</li> <li>• Permanent Total Disability- on percentage awarded on 8 years basic salary</li> <li>• Temporary Total Disability-Weekly earnings up to 104 weeks</li> <li>• Any other in-built benefit (list)</li> <li>• Medical Expenses- Kshs.200,000 per person per accident</li> </ul>	
EXCESS	NIL	
CANCELLATION NOTICE	60 Days	
EXTENSIVE CLAUSES	<ol style="list-style-type: none"> <li>1. Accumulation limit – Kshs. 200,000,000/=</li> <li>2. Age limit: 18-60 years</li> <li>3. Disappearance</li> <li>4. Worldwide cover</li> <li>5. Exposure</li> <li>6. Hijack</li> <li>7. Payment on account</li> <li>8. Declaration</li> <li>9. Automatic additions/deletions</li> <li>10. Riot, strike and civil commotion</li> </ol>	

#### **GROUP LIFE COVER – 4<sup>TH</sup> SCHEDULE**

Group life Assurance Scheme for the financial year 2016-2017

Benefits – Five (5) years for **49** members' basic salary – Kshs – 52,475,016

Annual **2016-2017** wage Roll Kshs 262,375,080.00

Any other inbuilt benefit list

Period of cover - 1.03.2016 – 28.03.2017, Renewable annually for a maximum period of 2 years

(The list is bound to change during the period of cover)

## **SECTION VI - STANDARD FORMS**

### **Notes on the standard Forms**

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

**Form of Tender**

To:  
NGOs Co-ordination Board  
P.O. Box 44617-00100  
Nairobi.

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 Bidders, 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 \_\_\_\_\_ 2015

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

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

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



**PRICE SCHEDULE FORM**

<b>ITEM NO.</b>	<b>DESCRIPTION OF INSURANCE COVER</b>	<b>TOTAL PREMIUM (KSHS.)</b>
1.	Total Premium in Ksh payable under Medical for 162 Staff members & Families	
2.	Total Premium payable in Ksh under GPA/WIBA Cover for 49 employees	
3.	Total Premium payable in Ksh under GLA Cover for 49 employees	

## Contract Form

THIS AGREEMENT made the \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_\_ between **Non-Governmental Organizations Coordination Board** of P.O. Box 44617 00100 Nairobi, Kenya (hereinafter called “the Board”) of the one part and \_\_\_\_\_ [name of bidder] of \_\_\_\_\_ [city and country of bidder] (hereinafter called “the bidder”) of the other part:

WHEREAS the Board invited tenders for the GPA cover and has accepted a tender by the bidder 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 bidder;
  - (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 Board’s Notification of Award
3. In consideration of the payments to be made by the Board to the bidder as hereinafter mentioned, the bidder hereby covenants with the Board to provide the GPA cover and to remedy defects therein in conformity in all respects with the provisions of the Contract.
4. The Board hereby covenants to pay the bidder 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 Board)

Signed, sealed, delivered by \_\_\_\_\_ the \_\_\_\_\_ (for the bidder) in the presence of \_\_\_\_\_

**CONFIDENTIAL BUSINESS QUESTIONNAIRE**

**Compulsory for Insurance Companies**

You are requested to give the particular indicated in Part 1 and either Part 2(a), 2(b), or 2(c)

Whichever applies to your type of business

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

Part : 1 General:

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

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

Name of your bankers ..... Branch .....

Part 2(a) – Sole Proprietor:

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

Party 2(b) – Partnership

Give details of partners as follows

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

Part 2(c) – Registered Company:

Private ..... or ..... public

State the nominal and issued capital of the company –

Nominal Kshs.. .....

Issued Kshs.....

Give details of all directors as follows

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

Date..... Signature of Bidder .....

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

**PERFORMANCE SECURITY FORM**

**To:** NGOs Co-ordination Board  
P.O. Box 44617-00100  
Nairobi.

**FORMAT OF TENDER SECURITY INSTRUMENT**

Whereas ..... (*Name of the tenderer*) (Hereinafter called “the tenderer” has submitted its tender dated..... (*Date of submission of tender*) for the .....(*Name and/or description of the tender*) (Hereinafter called “the Tender”).

KNOW ALL PEOPLE by these presents that WE.....of ..... (*Name of Insurance Company*) having our registered office at..... (Hereinafter called the “the Guarantor”), are bound unto.....(*Name of Procuring Entity*) (hereinafter called “the Procuring Entity”) in the sum of .....(*Currency and guarantee amount*) for which payment well and truly to be made to the said Procuring Entity, the Guarantor binds itself, its successors, and assigns by these presents.

Sealed with the Common Seal of the said Guarantor this\_\_\_\_\_day of\_\_\_\_\_20\_\_\_\_\_

**THE CONDITIONS of this obligation are:**

1. If after tender opening the tenderer withdraws his tender during the period of tender validity specified in the instructions to tenderers; or
2. If the tenderer rejects the correction of an error upon prompt notice by the procuring entity; and
3. If the tenderer, having been notified of the acceptance of his tender by the Employer during the period of tender validity:
  - (a) Fails or refuses to execute the form of Agreement in accordance with the Instructions to Tenderers, if required; or
  - (b) Fails or refuses to furnish the Performance Security, in accordance with 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 its due to it, owing to the occurrence of one or both of the two conditions, specifying the occurred condition or conditions.

This 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 Guarantor not later than the said date.

\_\_\_\_\_  
(Date) (*Signature of the Guarantor*)

\_\_\_\_\_  
(Witness) (*Seal*)

**LETTER OF NOTIFICATION OF AWARD**

NGO Co-ordination Board  
P.O. Box 44617  
00100 Nairobi.

To: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

RE: Tender No. \_\_\_\_\_

Tender Name \_\_\_\_\_

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

\_\_\_\_\_  
\_\_\_\_\_

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

*(FULL PARTICULARS)* \_\_\_\_\_  
\_\_\_\_\_

SIGNED FOR ACCOUNTING OFFICER

**FORM RB 1**

**REPUBLIC OF KENYA**  
**PUBLIC PROCUREMENT ADMINISTRATIVE REVIEW BOARD**

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

BETWEEN

.....APPLICANT

AND

.....RESPONDENT (*Board*)

Request for review of the decision of the..... (*Name of the Board*) of  
.....dated the...day of .....20.....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...

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**FOR OFFICIAL USE ONLY**

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

SIGNED  
Board Secretary