



NATIONAL OIL CORPORATION OF KENYA

REQUEST FOR PROPOSALS (RFP)

**FOR PROVISION OF MEDICAL INSURANCE BROKERAGE
SERVICES**

TENDER NO. NOCK/PRC/03(1061)

**NATIONAL OIL CORPORATION OF KENYA
AON MINET HOUSE, 7TH FLOOR
MAMLAKA ROAD, OFF NYERERE ROAD
P.O. BOX 58567-00200
NAIROBI.**

September 2015

CLOSING DATE: 16th October 2015

TIME: 1100hrs (East African Time)



TABLE OF CONTENTS.....		Page
1	SECTION I – LETTER OF INVITATION	3
2	SECTION II – INFORMATION TO BROKERS (ITB)	6
3	SECTION III – TECHNICAL PROPOSAL	18
4	SECTION IV - FINANCIAL PROPOSAL.....	35
5	SECTION V – SCHEDULE OF REQUIREMENTS.....	39
6	SECTION VI – GENERAL CONDITIONS OF CONTRACT.....	43
7	SECTION VII – SPECIAL CONDITIONS OF CONTRACT	48



1 SECTION I – LETTER OF INVITATION

Date: 29th September 2015

Tender Ref No: NOCK/PRC/03(1061)

Tender Name: REQUEST FOR PROPOSAL (RFP) PROVISION OF MEDICAL INSURANCE BROKERAGE SERVICES

- 1.1 **National Oil Corporation of Kenya** (National Oil), herein known as the Procuring entity, invites proposals from interested eligible candidates for the provision of medical insurance brokerage services for a period of three years commencing 1st December 2015 to 30th November 2018.
- 1.2 There will be a **Pre-Bid Meeting on 7th October 2015 at 1000hrs**, for those tenderers who may wish to attend, **to be held at the National Oil’s Terminal (National Nairobi Terminal – NNT) in Industrial Area, Nanyuki Road, Nairobi.**
- 1.3 Interested tenderers may view/obtain/download tender documents at www.nationaloil.co.ke or obtain further information from and inspect the tender documents at :

Procurement Department
National Oil Corporation of Kenya
AON Minet House, Mamlaka Road off Nyerere Road
P.O Box Number 58567 – 00200,
NAIROBI
Tel: +254-20-6952000, Fax: +254-20-6952400
Email: tenders@nockkenya.co.ke
CC: procurement@nockkenya.co.ke

during normal working hours.

- 1.4 The tender document downloaded from the website is free of charge The candidates who download the tender documents **must register their details with the National Oil Procurement Department via email** to the email addresses given above in order to receive any clarifications and/or addenda. Printed tender documents collected in hard copy attracts a non- refundable fee of Kenya Shillings one thousand only (KShs 1,000) which is payable before the tender closing date and time, in form of cash deposits at the National Oil Bank Accounts as given below.

An official National Oil’s receipt of payment of the KShs 1,000 will be issued at the National Oil’s Cashier’s Office (upon verification of the deposit slip with the bank) on 7th Floor AON Minet House, Mamlaka Road off Nyerere Road, Nairobi.

(a)	Account Name:	NATIONAL OIL CORPORATION OF KENYA
	Account Number:	1107169380
	Bank:	KENYA COMMERCIAL BANK LTD
	Branch:	MOI AVENUE
(b)	Account Name:	NATIONAL OIL CORPORATION OF KENYA
	Account Number:	0560292466991
	Bank:	EQUITY BANK LIMITED



Branch:	KENPIPE INDUSTRIAL AREA
Swift Code:	EQBLKENA NAIROBI, KENYA

NOTE: The deposit slip must bear the depositor's (bidding company) name, so as to have the National Oil receipt for the non-refundable fee issued to the correct bidding company.

A copy of the National Oil's receipt of payment of the non-refundable fee must be submitted prior to issuance of the hardcopy tender document.

1.5 Prices quoted should be net inclusive of all taxes and delivery costs, must be expressed in Kenya shillings and shall remain valid for a period of one hundred and twenty (120) days from the closing date of the tender.

1.6 In addition to Clause 2.3.3, eligible tenderers must provide the following **mandatory requirements** (preliminary evaluation). Non submission of any of the documents will lead to disqualification from the tender process.

- i) Copy of Certificate of Incorporation or Registration.
- ii) Copy of **valid** Tax Compliance Certificate.
- iii) Copy of CR12 form (giving the current directors) from the Registrar of Companies on the Registrar's letterhead
- iv) Tender security (Bid bond) of KShs 100,000 in form of a bank guarantee drawn by a bank licensed and operating in Kenya. Tender security from an Insurance Company duly recognized by the Public Procurement Oversight Authority of Kenya (PPOA) is also acceptable.
- v) Copy of certification/registration to provide insurance brokerage services.
- vi) Letter(s) from proposed underwriter(s) recognizing the insurance broker, addressed to National Oil Corporation of Kenya.
- vii) Copies of audited financial accounts for the latest audited 2 years
- viii) Duly filled and signed Confidential Business Questionnaire (Section III – 8)
- ix) Duly signed Bidder's Declaration and Integrity Pact (Section III – 10)

1.7 A Performance Security will be issued by the winning tenderer after receipt of the award letter.

1.8 Completed tender documents are to be enclosed in plain sealed envelopes, clearly marked "**Request for Proposal (RFP) Provision of Medical Insurance Brokerage Services – Ref No. NOCK/PRC/03(1061)**" with the instructions "**Do not open before 16th October 2015 at 1100hrs (East Africa Time)**" and be deposited in the tender box provided at:

**5th Floor, AON Minet House
Mamlaka Road, off Nyerere Road
P.O Box 58567 – 00200
Nairobi**

and be addressed to:

**CHIEF EXECUTIVE OFFICER
National Oil Corporation of Kenya**



**AON Minet House, 7th Floor
Mamlaka Road, off Nyerere Road
P.O Box 58567 – 00200
Nairobi**

to be received on or before **16th October 2015 at 1100hrs (East African Time)**. *Late submissions shall be rejected no matter the circumstances.*

- 1.9** Tenders will be opened immediately thereafter in the presence of the tenderer and/or their representatives who choose to attend the opening at the **Board Room, National Oil Corporation of Kenya, 5th Floor AON Minet House, Mamlaka Road, off Nyerere Road, Nairobi.**

For CHIEF EXECUTIVE OFFICER



2 SECTION II – INFORMATION TO BROKERS (ITB)

TABLE OF CONTENTS.....	Page
2.1 INTRODUCTION.....	7
2.2 CLARIFICATION AND AMENDMENT OF RFP DOCUMENTS	7
2.3 PREPARATION OF TECHNICAL PROPOSAL	8
2.4 PREPARATION OF FINANCIAL PROPOSAL.....	9
2.5 SUBMISSION, RECEIPT, AND OPENING OF PROPOSALS	9
2.6 PROPOSAL EVALUATION GENERAL	10
2.7 EVALUATION OF TECHNICAL PROPOSAL	10
2.8 PUBLIC OPENING AND EVALUATION OF FINANCIAL PROPOSAL	10
2.9 NEGOTIATIONS.....	12
2.10 AWARD OF CONTRACT	12
2.11 CONFIDENTIALITY.....	13
2.12 CORRUPT OR FRAUDULENT PRACTICES	13
2.13 APPENDIX A – APPENDIX TO INFORMATION TO BROKERS (ITB)	14

2.1 Introduction

- 2.1.1** National Oil Corporation will select a firm among those invited to submit a proposal, in accordance with the method of selection detailed in the Appendix to Instructions to Brokers (ITB). The method of selection shall be as indicated by the procuring entity in the Appendix.
- 2.1.2** The brokers are invited to submit a Technical Proposal and a Financial Proposal, or a Technical Proposal only, as specified in the Appendix “ITB” for consulting services required for the assignment named in the said Appendix. A Technical Proposal only may be submitted in assignments where National Oil Corporation intends to apply standard conditions of engagement and scales of fees for professional services which are regulated as is the case with Building and Civil Engineering Consulting services. In such a case the highest ranked firm of the technical proposal shall be invited to negotiate a contract on the basis of scale fees. The proposal will be the basis for Contract negotiations and ultimately for a signed Contract with the selected firm.
- 2.1.3** The brokers must familiarize themselves with local conditions and take them into account in preparing their proposals. To obtain firsthand information on the assignment and on the local conditions, brokers are encouraged to liaise with National Oil Corporation regarding any information that they may require before submitting a proposal and to attend a pre-proposal conference where applicable. Brokers should contact the officials named in the Appendix “ITB” to arrange for any visit or to obtain additional information on the pre-proposal conference. Brokers should ensure that these officials are advised of the visit in adequate time to allow them to make appropriate arrangements.
- 2.1.4** The Procuring entity will provide the inputs specified in the Appendix “ITB”, assist the firm in obtaining licenses and permits needed to carry out the services and make available relevant project data and reports.
- 2.1.5** Please note that (i) the costs of preparing the proposal and of negotiating the Contract, including any visit to National Oil Corporation are not reimbursable as a direct cost of the assignment; and (ii) National Oil Corporation is not bound to accept any of the proposals submitted.
- 2.1.6** The procuring entity’s employees, committee members, board members and their relative (spouse and children) are not eligible to participate.
- 2.1.7** The price to be charged for the tender document shall be Kshs.1, 000/=.
- 2.1.8** The procuring entity shall allow the tenderer to review the tender document free of charge before purchase.

2.2 Clarification and Amendment of RFP Documents

- 2.2.1** Brokers may request a clarification of any of the RFP documents only up to seven [7] days before the proposal submission date. Any request for clarification must be sent in writing by paper mail, cable, telex, facsimile or electronic mail to the Client’s address indicated in the Appendix “ITB”. National Oil Corporation will respond electronic mail or letters to such requests and will send written copies of the response (including an explanation of the query but without identifying the source of inquiry) to all invited brokers who intend to submit proposals.
- 2.2.2** At any time before the submission of proposals, National Oil Corporation may for any reason, whether at his own initiative or in response to a clarification requested by an invited firm, amend the RFP. Any

amendment shall be issued in writing through addenda. Addenda shall be sent by electronic mail, mail, cable, telex or facsimile to all invited brokers and will be binding on them. National Oil Corporation may at his discretion extend the deadline for the submission of proposals.

2.3 Preparation of Technical Proposal

2.3.1 The Brokers proposal shall be written in English language

2.3.2 In preparing the Technical Proposal, brokers are expected to examine the documents constituting this RFP in detail. Material deficiencies in providing the information requested may result in rejection of a proposal.

2.3.3 While preparing the Technical Proposal, brokers must give particular attention to the below, which will be used as mandatory documentation on preliminary evaluation:

The Insurance Brokers shall comply with the following requirements:

- i) Must be registered with Insurance Regulatory Authority for current year and a certified copy of the current license be submitted;
- ii) Must have a bank guarantee of Kenya Shillings three million based on the value of the risks to be insured as required by insurance regulatory authority, deposited with the Commissioner of Insurance and a copy be submitted with the bid;
- iii) Must have a Professional Indemnity Insurance Cover of at least Kenya Shillings ten million as required by the insurance regulatory and a copy be submitted with the bid;
- iv) Must give a list of 5 (five) reputable clients and the total clients premium in the previous year;
- v) Must submit a copy of the audited accounts for the last two years;
- vi) Must have members of staff with relevant qualifications and experience in insurance matters – signed CVs of the proposed members of staff to work in the provision of the brokerage services should be presented in the proposal;
- vii) Must submit copies of the following documents;
 - PIN Certificate,
 - Valid Tax Compliance Certificate,
 - Certificate of Registration/Incorporation, and
- viii) Must be a current member of the Association of Insurance Brokers (AIB). A certified copy of current membership certificate must be attached

2.3.4 The Technical Proposal shall provide the following information (but not limited to the below) using the attached Standard Forms;

1. Clear highlights, elaboration and justification of medical insurance brokerage services.
2. Proposed underwriters and letters of underwriters recognizing the insurance broker, addressed to National Oil Corporation (as per the address given in the letter of invitation).
3. Detailed proposal on how the broker will provide the medical insurance brokerage services to National Oil staff and the modalities of the medical insurance scheme.

4. Method statement giving work plan & performance indicators during the cover period as well as Programming and methodology for undertaking the engagement.

N.B Only firms that fill in the business Questionnaire form will be eligible for the technical evaluation

- 2.3.5 The Technical Proposal shall not include any financial information – commercial proposal on the pricing/costs.

2.4 Preparation of Financial Proposal

- 2.4.1 In preparing the Financial Proposal, brokers are expected to take into account the requirements and conditions outlined in the RFP documents. The Financial Proposal should follow Standard Forms (Section D). It lists all costs associated with Medical Insurance such as (a) In Patient only, reimbursing or payments of medical bills for in patient, last expenses, incurred by the insured or an individual employee(s) of an insured. (b) outpatient Reimbursing or payments of medical bills for in & outpatient, last expenses, incurred by the insured or an individual employee(s) of an insured (c) in and out patients with various extensions such as dental, optical, e.t.c.

- 2.4.2 The Financial Proposal should clearly identify as a separate amount, the local taxes, duties, fees, levies and other charges imposed under the law on the brokers, the sub-brokers and their personnel, unless Appendix “A” specifies otherwise.

- 2.4.3 Brokers shall express the price of their services in Kenya Shillings.

- 2.4.4 Commissions and gratuities, if any, paid or to be paid by brokers and related to the assignment will be listed in the Financial Proposal submission Form.

- 2.4.5 The Proposal must remain valid for 90 days after the submission date. During this period, the consultant is expected to keep available, at his own cost, the professional staff proposed for the assignment. National Oil Corporation will make his best effort to complete negotiations within this period. If National Oil Corporation wishes to extend the validity period of the proposals, the brokers shall agree to the extension.

2.5 Submission, Receipt, and Opening of Proposals

- 2.5.1 The original proposal (Technical Proposal and Financial Proposal) shall be prepared in indelible ink. It shall contain no interlineations or overwriting, except as necessary to correct errors made by the firm itself. Any such corrections must be initialed by the persons or person authorized to sign the proposals.

- 2.5.2 For each proposal, the brokers shall prepare the number of copies indicated in Appendix “A”. Each Technical Proposal and Financial Proposal shall be marked “**ORIGINAL**” or “**COPY**” as appropriate. If there are any discrepancies between the original and the copies of the proposal, the original shall govern.

- 2.5.3 The original and all copies of the Technical Proposal shall be placed in a sealed envelope clearly marked “**TECHNICAL PROPOSAL**,” and the original and all copies of the Financial Proposal in a sealed envelope clearly marked “**FINANCIAL PROPOSAL**” and warning: “**DO NOT OPEN WITH THE TECHNICAL PROPOSAL**”. Both envelopes shall be placed into an outer envelope and sealed. This



outer envelope shall bear the submission address and other information indicated in the Appendix “ITB” and be clearly marked, **“DO NOT OPEN, EXCEPT IN PRESENCE OF THE OPENING COMMITTEE.”**

2.5.4 The completed Technical and Financial Proposals must be delivered at the submission address on or before the time and date stated in the Appendix “ITB”. Any proposal received after the closing time for submission of proposals shall be returned to the respective consultant unopened.

2.5.5 After the deadline for submission of proposals, the Technical Proposal shall be opened immediately by the opening committee. The Financial Proposal shall remain sealed and deposited with a responsible officer of National Oil Corporation’s procurement department up to the time for public opening of financial proposals.

2.6 Proposal Evaluation General

2.6.1 From the time the bids are opened to the time the Contract is awarded, if any broker wishes to contact National Oil Corporation on any matter related to his proposal, he should do so in writing at the address indicated in the Appendix “ITB”. Any effort by the firm to influence National Oil Corporation in the proposal evaluation, proposal comparison or Contract award decisions may result in the rejection of the consultant’s proposal.

2.6.2 Evaluators of Technical Proposals shall have no access to the Financial Proposals until the technical evaluation is concluded.

2.7 Evaluation of Technical Proposal

2.7.1 The evaluation committee appointed by National Oil Corporation shall evaluate the proposals on the basis of their responsiveness to the Terms of Reference, applying the evaluation criteria as given in the Appendix to ITB.

Each responsive proposal will be given a technical score (St). A proposal shall be rejected at this stage if it does not respond to important aspects of the Terms of Reference or if it fails to achieve the minimum technical score indicated in the Appendix “ITB”.

2.8 Public Opening and Evaluation of Financial Proposal

2.8.1 After Technical Proposal evaluation, National Oil Corporation shall notify those brokers whose proposals did not meet the minimum qualifying mark or were considered non-responsive to the RFP and Terms of Reference, indicating that their Financial Proposals will be returned after completing the selection process. National Oil Corporation shall simultaneously notify the brokers who have secured the minimum qualifying mark, indicating the date and time set for opening the Financial Proposals and stating that the opening ceremony is open to those brokers who choose to attend. The opening date shall not be sooner than seven (7) days after the notification date. The notification may be sent by registered letter, cable, telex, facsimile or electronic mail.

2.8.2 The Financial Proposals shall be opened publicly in the presence of the brokers’ representatives who choose to attend. The name of the consultant, the technical. Scores and the proposed prices shall be read

aloud and recorded when the Financial Proposals are opened. National Oil Corporation shall prepare minutes of the public opening.

2.8.3 The evaluation committee will determine whether the financial proposals are complete (i.e. whether the consultant has costed all the items of the corresponding Technical Proposal and correct any computational errors. The cost of any un-priced items 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.

2.8.4 While comparing proposal prices between local and foreign firms participating in a selection process in financial evaluation of Proposals, firms incorporated in Kenya where indigenous Kenyans own 51% or more of the share capital shall be allowed a 10% preferential bias in proposal prices. However, there shall be no such preference in the technical evaluation of the tenders. Proof of local incorporation and citizenship shall be required before the provisions of this sub-clause are applied. Details of such proof shall be attached by the Consultant in the financial proposal.

2.8.5 The formulae for determining the Financial Score (Sf) shall, unless an alternative formulae is indicated in the Appendix “ITB”, be as follows:

$$Sf = 100 \times (Fm/F)$$

Where:

- Sf is the financial score;
- Fm is the lowest priced financial proposal; and
- F is the price of the proposal under consideration.

Proposals will be ranked according to their combined technical (St) and financial (Sf) scores using the weights, T= the weight given to the Technical Proposal and P = the weight given to the Financial Proposal; and T + P = I, indicated in the Appendix to ITB.

The combined technical and financial score, S, is calculated as follows:

$$S = St \times T \% + Sf \times P \%$$

The firm achieving the highest combined technical and financial score will be invited for negotiations.

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

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

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

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

2.8.10 Proposals and a presentation for each site will be prepared and presented separately. And the two sites will be evaluated and awarded individually.



2.9 Negotiations

- 2.9.1** Negotiations will be held at the same address as “address to send information to the Client” indicated in the Appendix “ITB”. The aim is to reach agreement on all points and sign a contract.
- 2.9.2** Negotiations will include a discussion of the Technical Proposal, the proposed methodology (work plan), staffing and any suggestions made by the firm to improve the Terms of Reference. National Oil Corporation and the firm will then work out final Terms of Reference and where applicable, staffing and bar charts indicating activities, staff periods in the field and in the head office, staff-months, logistics and reporting. The agreed work plan and final Terms of Reference will then be incorporated in the “Description of Services” and form part of the Contract. Special attention will be paid to getting the most the firm can offer within the available budget and to clearly defining the inputs required from National Oil Corporation to ensure satisfactory provision of medical insurance brokerage services.
- 2.9.3** Unless there are exceptional reasons, the financial negotiations will not involve the remuneration rates for staff (no breakdown of fees).
- 2.9.4** Having selected the firm on the basis of, among other things, an evaluation of proposed key professional staff, National Oil Corporation expects to negotiate a contract on the basis of the experts named in the proposal. Before contract negotiations, National Oil Corporation will require assurances that the experts will be actually available. National Oil Corporation will not consider substitutions during contract negotiations unless both parties agree that undue delay in the selection process makes such substitution unavoidable or that such changes are critical to meet the objectives of the assignment. If this is not the case and if it is established that key staff were offered in the proposal without confirming their availability, the firm may be disqualified.
- 2.9.5** The negotiations will conclude with a review of the draft form of the Contract. To complete negotiations National Oil Corporation and the selected firm will initial the agreed Contract. If negotiations fail, National Oil Corporation will invite the firm whose proposal received the second highest score to negotiate a contract.
- 2.9.6** The procuring entity shall appoint a team for the purpose of the negotiations.

2.10 Award of Contract

- 2.10.1** The Contract will be awarded following negotiations. After negotiations are completed, National Oil Corporation will promptly notify other brokers on the shortlist that they were unsuccessful and return the Financial Proposals of those brokers who did not pass the technical evaluation.
- 2.10.2** The selected firm is expected to commence the assignment on the date and at the location specified in Appendix “A”.
- 2.10.3** 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.
- 2.10.4** The procuring entity may at any time terminate procurement proceedings before contract award and shall not be liable to any person for the termination.

2.10.5 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.

2.10.6 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.

2.11 Confidentiality

2.11.1 Information relating to evaluation of proposals and recommendations concerning awards shall not be disclosed to the brokers who submitted the proposals or to other persons not officially concerned with the process, until the winning firm has been notified that it has been awarded the Contract.

2.12 Corrupt or fraudulent practices

2.12.1 The procuring entity requires that the brokers observe the highest standards of ethics during the selection and award of the consultancy contract and also during the performance of the assignment. The tenderer shall sign a declaration that he has not and will not be involved in corrupt or fraudulent practices.

2.12.2 The procuring entity will reject a proposal for award if it determines that the consultant recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question.

2.12.3 Further a consultant who is found to have indulged in corrupt or fraudulent practices risks being debarred from participating in public procurement in Kenya.

2.13 Appendix to information to brokers (ITB)

The following information for procurement of consultancy services and selection of brokers shall complement or amend the provisions of the information to brokers, wherever there is a conflict between the provisions of the information to brokers and the provisions of the appendix, the provisions of the appendix herein shall prevail over those of the information to brokers.

Clause Reference	Appendix Information
1.1	The name of the client is: National Oil Corporation of Kenya
2.1	<p>Eligible tenderers are as indicated here below <i>In addition to Clause 2.3.3, eligible tenderers must provide the following mandatory requirements (preliminary evaluation). Non submission of any of the documents will lead to disqualification from the tender process.</i></p> <ul style="list-style-type: none"> i) Copy of Certificate of Incorporation or Registration. ii) Copy of valid Tax Compliance Certificate. iii) Copy of CR12 form (giving the current directors) from the Registrar of Companies on the Registrar's letterhead iv) Tender security (Bid bond) of KShs 100,000 in form of a bank guarantee drawn by a bank licensed and operating in Kenya. Tender security from an Insurance Company duly recognized by the Public Procurement Oversight Authority of Kenya (PPOA) is also acceptable. v) Copy of certification/registration to provide insurance brokerage services. vi) Letter(s) from proposed underwriter(s) recognizing the insurance broker, addressed to National Oil Corporation of Kenya. vii) Copies of audited financial accounts for the latest audited 2 years viii) Duly filled and signed Confidential Business Questionnaire (Section III – 8) ix) Duly signed Bidder's Declaration and Integrity Pact (Section III – 10) <p>The successful tenderer will be asked to present certified copies of any legal documents above.</p> <p><i>ix.1.1 Other requirements</i></p> <ul style="list-style-type: none"> x) Written references in similar and/or other assignments. xi) Is not limited or debarred under any of the provisions of the Public Procurement and Disposal Act, 2005 and the Public Procurement and Disposal Regulation, 2006 to enter into a Contract; xii) Must not be bankrupt or in the process of being wound-up and is not the subject of legal proceedings for the purposes hereof; xiii) Provide information regarding current litigation(s) in which the tenderer is involved (if any);
2.5.2	Technical and Financial Proposals are to be submitted in two separate sealed envelopes clearly labeled as such, in one outer envelope labeled with the tender name and tender number.

2.5.4	Proposals must be submitted no later than the following date and time: 16th October 2015 at 1100hrs (East African Time)																		
2.5.3	Brokers must submit an original and one additional copy of each proposal.																		
2.7	<p>Evaluation Criteria</p> <p>N.B: Only firms that have passed the preliminary evaluation (submitting the requirements in Section 2.3.3 and mandatory documentation) will be subjected to technical evaluations as per the criteria given. The minimum technical score required to be considered technically responsive is 80 points.</p> <table border="1" data-bbox="479 562 1572 1966"> <thead> <tr> <th data-bbox="479 562 1433 605">Evaluation Criteria</th> <th data-bbox="1433 562 1572 605">Score</th> </tr> </thead> <tbody> <tr> <td data-bbox="479 605 1433 707">A) Understanding of the engagement/Terms of reference. The Broker should submit a profile highlighting the issues below:</td> <td data-bbox="1433 605 1572 707"></td> </tr> <tr> <td data-bbox="479 707 1433 853">i) Identification of key issues of National Oils Terms of Reference–understanding current trends and proposal in medical scheme</td> <td data-bbox="1433 707 1572 853">5</td> </tr> <tr> <td data-bbox="479 853 1433 914">ii) Management of the key issues</td> <td data-bbox="1433 853 1572 914">5</td> </tr> <tr> <td data-bbox="479 914 1433 1224">B) Personnel: Specific experience and qualifications of key personnel in relation to provision of brokerage services – medical insurance brokerage services (attach CVs of at least 3 No. key personnel (team leader, etc) to be involved in the provision of the medical insurance brokerage services). <ul style="list-style-type: none"> • Years of experience as provided in the CVs in Medical Insurance (2 and above) – 6 Marks • Relevance of qualifications – 4 Marks </td> <td data-bbox="1433 914 1572 1224">10</td> </tr> <tr> <td data-bbox="479 1224 1433 1569">C) Firm’s experience: <ul style="list-style-type: none"> • The firm’s experience in similar engagements – bidder should present a minimum of 5 references – reputable clients with a <u>total premium</u> of a minimum of KShs.100Million, with recommendation letters from each of the references.-20 Marks • Administration of the Medical Scheme – include provision of Reports- Highlighting key issues, challenges and proposed solutions -10 Marks </td> <td data-bbox="1433 1224 1572 1569">30</td> </tr> <tr> <td data-bbox="479 1569 1433 1716">D) Profile of the proposed underwriting company(ies) as per the letters from the underwriters addressed to National Oil Corporation of Kenya recognizing the broker.</td> <td data-bbox="1433 1569 1572 1716">10</td> </tr> <tr> <td data-bbox="479 1716 1433 1888">E) Method statement: The tenderer’s work plan & performance indicators during the cover period as well as Programming and methodology for undertaking the engagement</td> <td data-bbox="1433 1716 1572 1888">15</td> </tr> <tr> <td data-bbox="479 1888 1433 1966">F) Due Diligence which includes a visit to the Tenderer’s office(s)/business premises to confirm the tenderer’s Customer</td> <td data-bbox="1433 1888 1572 1966">15</td> </tr> </tbody> </table>	Evaluation Criteria	Score	A) Understanding of the engagement/Terms of reference. The Broker should submit a profile highlighting the issues below:		i) Identification of key issues of National Oils Terms of Reference–understanding current trends and proposal in medical scheme	5	ii) Management of the key issues	5	B) Personnel: Specific experience and qualifications of key personnel in relation to provision of brokerage services – medical insurance brokerage services (attach CVs of at least 3 No. key personnel (team leader, etc) to be involved in the provision of the medical insurance brokerage services). <ul style="list-style-type: none"> • Years of experience as provided in the CVs in Medical Insurance (2 and above) – 6 Marks • Relevance of qualifications – 4 Marks 	10	C) Firm’s experience: <ul style="list-style-type: none"> • The firm’s experience in similar engagements – bidder should present a minimum of 5 references – reputable clients with a <u>total premium</u> of a minimum of KShs.100Million, with recommendation letters from each of the references.-20 Marks • Administration of the Medical Scheme – include provision of Reports- Highlighting key issues, challenges and proposed solutions -10 Marks 	30	D) Profile of the proposed underwriting company(ies) as per the letters from the underwriters addressed to National Oil Corporation of Kenya recognizing the broker.	10	E) Method statement: The tenderer’s work plan & performance indicators during the cover period as well as Programming and methodology for undertaking the engagement	15	F) Due Diligence which includes a visit to the Tenderer’s office(s)/business premises to confirm the tenderer’s Customer	15
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i) Identification of key issues of National Oils Terms of Reference–understanding current trends and proposal in medical scheme	5																		
ii) Management of the key issues	5																		
B) Personnel: Specific experience and qualifications of key personnel in relation to provision of brokerage services – medical insurance brokerage services (attach CVs of at least 3 No. key personnel (team leader, etc) to be involved in the provision of the medical insurance brokerage services). <ul style="list-style-type: none"> • Years of experience as provided in the CVs in Medical Insurance (2 and above) – 6 Marks • Relevance of qualifications – 4 Marks 	10																		
C) Firm’s experience: <ul style="list-style-type: none"> • The firm’s experience in similar engagements – bidder should present a minimum of 5 references – reputable clients with a <u>total premium</u> of a minimum of KShs.100Million, with recommendation letters from each of the references.-20 Marks • Administration of the Medical Scheme – include provision of Reports- Highlighting key issues, challenges and proposed solutions -10 Marks 	30																		
D) Profile of the proposed underwriting company(ies) as per the letters from the underwriters addressed to National Oil Corporation of Kenya recognizing the broker.	10																		
E) Method statement: The tenderer’s work plan & performance indicators during the cover period as well as Programming and methodology for undertaking the engagement	15																		
F) Due Diligence which includes a visit to the Tenderer’s office(s)/business premises to confirm the tenderer’s Customer	15																		

	<table border="1" data-bbox="479 196 1574 519"> <tr> <td data-bbox="479 196 1433 297">Service Centre/Station & Service Charter as per National Oil's Check List.</td> <td data-bbox="1433 196 1574 297"></td> </tr> <tr> <td data-bbox="479 297 1433 480">G) Presentation to the evaluation committee, e.g. presentation of the value adds (e.g. no co-pay option by staff members) and other benefits (<i>date & venue of the presentation to be communicated in reasonable time to the tenderers</i>).</td> <td data-bbox="1433 297 1574 480">10</td> </tr> <tr> <td data-bbox="479 480 1433 519">TOTAL</td> <td data-bbox="1433 480 1574 519">100</td> </tr> </table> <p data-bbox="456 562 1581 707">Only firms that have attained the minimum 80points out of the possible 100 points will be considered technically responsive and will have their financial proposals opened and will be invited for the opening. Firms that fail the technical evaluation will have their financial proposals returned unopened.</p>	Service Centre/Station & Service Charter as per National Oil's Check List.		G) Presentation to the evaluation committee, e.g. presentation of the value adds (e.g. no co-pay option by staff members) and other benefits (<i>date & venue of the presentation to be communicated in reasonable time to the tenderers</i>).	10	TOTAL	100
Service Centre/Station & Service Charter as per National Oil's Check List.							
G) Presentation to the evaluation committee, e.g. presentation of the value adds (e.g. no co-pay option by staff members) and other benefits (<i>date & venue of the presentation to be communicated in reasonable time to the tenderers</i>).	10						
TOTAL	100						
	<p data-bbox="456 750 1499 814">Award of tender will be to the tenderer that scores the highest overall score upon adding the technical score to the financial score.</p> <ul data-bbox="456 864 1486 929" style="list-style-type: none"> • Technical scores will have a weight of 70 which will be calculated using the formulae below: <p data-bbox="499 972 1104 1004">Technical Weight = (Proposal score/100) X 70</p> <ul data-bbox="456 1047 1543 1112" style="list-style-type: none"> • The lowest cost proposal will be awarded 30 points. Other cost proposals will be awarded proportionate points as per formula: <p data-bbox="499 1155 1225 1187">Financial Weight = (Lowest Cost/Proposal's Cost) X 30</p> <p data-bbox="456 1231 690 1263">Overall Ranking</p> <p data-bbox="456 1306 1090 1338">The overall ranking will be computed as follows:</p> <p data-bbox="456 1381 1090 1414">Total = (Technical Weight) + (Financial Weight)</p> <p data-bbox="456 1457 1465 1489">The bidder with the highest overall score shall be considered to be the winner.</p>						
<p data-bbox="244 1532 326 1565">2.10.2</p>	<p data-bbox="456 1532 1581 1634">The contract is expected to commence on 1st December 2015 for a period of three years, with functional/operational “smart” medical cards issued to all eligible National Oil staff by then.</p>						
<p data-bbox="244 1640 378 1673">Securities</p>	<ul data-bbox="456 1640 1581 1942" style="list-style-type: none"> • Tender security (Bid bond) of KShs 100,000 in form of a bank guarantee drawn by a bank licensed and operating in Kenya. Tender security from an Insurance Company duly recognized by the Public Procurement Oversight Authority of Kenya (PPOA) is also acceptable. • Performance Bond of 10% of the contract price will be submitted by the successful tenderer after receipt of notification of award from the National Oil Corporation. It shall be in form of a bank guarantee or bankers cheque written in favour of National Oil Corporation of Kenya. 						



2.12	<p>In addition to clause 2.12 – corruption and fraudulent practices, the ethics as described below will be upheld:</p> <p>It is a requirement that both National Oil and prospective suppliers of goods, services and works observe the highest standards of ethics during the procurement and execution of contracts.</p> <p>In pursuance of this policy, National Oil requires that all bidders concerned take measures to ensure that no transfer of gifts, payments or other benefits to officials of National Oil and/or procurement/ management staff with decision making responsibility or influence occurs. In this regard, National Oil will require all tenderers to sign, as part of the tender documents, a Bidder’s Declaration & Integrity Pact (Section III – Technical Proposal Standard Forms). Non-delivery of the Bidder’s Declaration and Integrity Pact duly undersigned by the chief executive or legal representative of the tendering party will result in exclusion of the bid/quotation from the procurement process.</p> <p>National Oil reserves the right to suspend or cancel a tender/quotation if corrupt practices of any kind are discovered at any stage of the award process.</p>
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3 SECTION III – TECHNICAL PROPOSAL

	TABLE OF CONTENTS	Page
1	TECHNICAL PROPOSAL SUBMISSION FORM.....	20
2	FIRM’S REFERENCES.....	21
3	COMMENTS AND SUGGESTIONS OF BROKERS ON THE TERMS OF REFERENCE AND ON DATA, SERVICES AND FACILITIES TO BE PROVIDED BY THE CLIENT	22
4	DESCRIPTION OF THE METHODOLOGY FOR PROVISIONING OF THE MEDICAL INSURANCE BROKERAGE SERVICES.....	23
5	TEAM COMPOSITION AND TASK ASSIGNMENTS	24
6	FORMAT OF CURRICULUM VITAE (CV) FOR PROPOSED PROFESSIONAL STAFF	25
7	TIME SCHEDULE FOR PROFESSIONAL PERSONNEL	27
8	CONFIDENTIAL BUSINESS QUESTIONNAIRE FORM	28
9	TENDER SECURITY FORM	29
10	BIDDER’S DECLARATION AND INTEGRITY PACT	30
11	PERFORMANCE SECURITY FORM.....	33
12	BANK GUARANTEE FOR ADVANCE PAYMENT FORM	34



Notes on the preparation of the Technical Proposals

- 3.1** In preparing the technical proposals the broker is expected to examine all terms and information included in the RFP. Failure to provide all requested information shall be at the brokers own risk and may result in rejection of the broker's proposal.
- 3.2** The technical proposal shall provide all required information and any necessary additional information and shall be prepared using the standard forms provided in this Section.
- 3.3** The Technical proposal shall not include any financial information unless it is allowed in the Appendix to information to the brokers or the Special Conditions of contract.



1 TECHNICAL PROPOSAL SUBMISSION FORM

[_____ Date]

To: _____ [Name and address of Client]

Ladies/Gentlemen:

We, the undersigned, offer to provide the consulting services for _____
_____ [Title of consulting services] in accordance with your Request for
Proposal dated _____ [Date] and our Proposal. We are hereby submitting our
Proposal, which includes this Technical Proposal, [and a Financial Proposal sealed under a separate
envelope-where applicable].

We understand you are not bound to accept any Proposal that you receive.

We remain,

Yours sincerely,

_____ [Authorized Signature]

_____ [Name and Title of Signatory]

_____ [Name of Firm]

_____ [Address:]



2 FIRM'S REFERENCES

Five (5) references where similar services have been offered out in the Last five to ten (5 – 10) Years That Best Illustrate Qualifications

Using the format below, provide information on each assignment for which your firm either individually, as a corporate entity or in association, was legally contracted.

Assignment Name:		Country
Location within Country:		Professional Staff provided by Your Firm/Entity(profiles):
Name of Client:		Clients contact person for the assignment.
Telephone number:		Telephone number of contact person
Address:		No of Staff-Months; Duration of Assignment:
Start Date (Month/Year): Date	Completion (Month/Year):	Approx. Value of Services (KShs)
Name of Senior Staff (Project Director/Coordinator, Team Leader) Involved and Functions Performed:		
Narrative Description of project:		
Description of Actual Services Provided by Your Staff:		

Firm's Name: _____

Name and title of signatory; _____

(May be amended as necessary)

3 COMMENTS AND SUGGESTIONS OF BROKERS ON THE TERMS OF REFERENCE AND ON DATA, SERVICES AND FACILITIES TO BE PROVIDED BY THE CLIENT

On the Terms of Reference:

- 1.
- 2.
- 3.
- 4.
- 5.

On the data, services and facilities to be provided by the Client:

- 1.
- 2.
- 3.
- 4.
- 5.



4 DESCRIPTION OF THE METHODOLOGY FOR PROVISIONING OF THE MEDICAL INSURANCE BROKERAGE SERVICES



5 TEAM COMPOSITION AND TASK ASSIGNMENTS

a) Technical/Managerial Staff

Name	Position	Task

b) Support Staff

Name	Position	Task



6 FORMAT OF CURRICULUM VITAE (CV) FOR PROPOSED PROFESSIONAL STAFF

Proposed Position: _____

Name of Firm: _____

Name of Staff: _____

Profession: _____

Date of Birth: _____

Years with Firm: _____ Nationality: _____

Membership in Professional Societies: _____

Detailed Tasks Assigned: _____

Key Qualifications:

[Give an outline of staff member's experience and training most pertinent to tasks on assignment. Describe degree of responsibility held by staff member on relevant previous assignments and give dates and locations].

Education:

[Summarize college/university and other specialized education of staff member, giving names of schools, dates attended and degree[s] obtained.]

Employment Record:

[Starting with present position, list in reverse order every employment held. List all positions held by staff member since graduation, giving dates, names of employing organizations, titles of positions held, and locations of assignments.]



Certification:

I, the undersigned, certify that these data correctly describe me, my qualifications, and my experience.

_____ Date: _____
[Signature of staff member]

_____ Date: _____
[Signature of authorised representative of the firm]

Full name of staff member: _____

Full name of authorized representative: _____

(amend as appropriate)



7 TIME SCHEDULE FOR PROFESSIONAL PERSONNEL

Months or days (in the Form of a Bar Chart)

Name	Position	Reports Due/ Activities	Months or days (in the Form of a Bar Chart)												Number of days or months	
			1	2	3	4	5	6	7	8	9	10	11	12		

Reports Due: _____

Activities Duration: _____

Signature: _____
(Authorized representative)

Full Name: _____

Title: _____

Address: _____

(amend as appropriate to clearly bring out the key performance indicators)



8 CONFIDENTIAL BUSINESS QUESTIONNAIRE FORM

You are requested to give the particulars indicated in Part 1 and either Part 2(a), 2(b) or 2 (c) whichever applied to your type of business.

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

<i>Part 1 – General:</i>	
Business Name	
Location of business premises	
Plot No. Street/Road	
Postal Address	Tel No. Fax E mail
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		
		<ul style="list-style-type: none"> • Citizenship details • 		
	Part 2 (b) Partnership			
	Given details of partners as follows:			
	Name	Nationality	Citizenship Details	Shares
	1.			
	2.			
	3.			
	4.			
	Part 2 (c) – Registered Company			
	Private or Public			
	State the nominal and issued capital of company-			
	Nominal KShs.			
	Issued KShs.			
	Given details of all directors as follows			
	Name	Nationality	Citizenship Details	Shares
	1.			
	2.			
	3.			
	4.			
	5.			
Date	Signature of Candidate			

If a Kenya Citizen, indicate under “Citizenship Details” whether by Birth, Naturalization or registration.



9 TENDER SECURITY FORM

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)



10 BIDDER’S DECLARATION AND INTEGRITY PACT

BIDDER’S DECLARATION

We/I the undersigned, in the capacity of for[*name of the company/firm/individual*] certify that the **bidder is not in any of the following situations:**

- 1 Bankruptcy; are the subject of proceedings for a declaration of bankruptcy, or of an order for compulsory winding up or administration by court, or of any other similar proceedings;
- 2 Payments to us have been suspended in accordance with the judgment of a court other than a judgment declaring bankruptcy and resulting, in accordance with our national laws, in the total or partial loss of the right to administer and dispose off our property;
- 3 Legal proceedings have been instituted against us involving an order suspending payments and which may result, in accordance with our national laws, in a declaration of bankruptcy or in any other situation entailing the total or partial loss of the right to administer and dispose of our property;
- 4 Are being wound up, or our affairs are being administered by court, or have entered into an arrangement with creditors, or have suspended business activities or are subject to an injunction against running business by a court of law;
- 5 Have been convicted by a final judgment of any crime or offence concerning our/my professional conduct;
- 6 Are guilty of serious misrepresentation with regard to information required for participation in an invitation to tender or execution of a tender already awarded; and
- 7 Are in breach of contract on another contract with the Government of Kenya or other local or international contracting authority or foreign government.
- 8 Have been convicted of an offence concerning our/my professional conduct by a court of law, or found guilty of grave professional misconduct;
- 9 Have not fulfilled obligations relating to payments of taxes or statutory contributions.

If the bidder is in any of the above listed situations, kindly attach documents giving details of the situation.

Names in full: [.....]

Duly authorized to sign this bid on behalf of (bidder’s name):

[.....]

Place and date: [.....]

Stamp of the firm/company:



INTEGRITY PACT

Bidder's Oath to fulfill the Integrity Pact

Accepting that transparent business management and fair public administration are key to social development and national competitiveness, and in an effort to purge corruption and apply sanctions to corrupt businesses, and in full support of the worthy goals of this Integrity Pact, concerning the present tender for: _____, all personnel of _____ and its sub-contractors and agents hereby agree that:

1. We shall not conduct any unethical business practices, such as bid-rigging for the sake of a particular bidder to win the bid, or price-fixing. If proven as a fact that we have engaged in bid-rigging for the sake of a particular bidder to win the bid, we shall accept to be prohibited from submitting bids placed by National Oil Corporation of Kenya (herein referred to as NATIONAL OIL) for a period of two (2) years. If proven that we have discussed with other bidders in a bid to fix a price, or rigged a bid for a particular bidder to win the bid, we shall accept the prohibition from submitting bids placed by NATIONAL OIL for a period of two (2) years. If any unethical behaviour is tantamount to a fraudulent practice, we accept that such a case may be handed over to the authorities for investigation and possible prosecution.
2. In the process of bidding, or concluding or execution of a contract, we shall not offer any bribe, gifts, entertainment or any other undue benefits directly or indirectly to related officials, and in case it is proved that we have violated any terms of this Integrity Pact in relation with a bid, or concluding or execution of a contract, or offered bribes for favours in a contract, to win a contract, or facilitate payment which should not have been forthcoming, we shall accept the prohibition from submitting a bid placed by NATIONAL OIL for a period of two (2) years. If proven as a fact that we have offered bribes to NATIONAL OIL or related officials for favours regarding a bid or contract to a bidder or a winning bidder, or for the purpose of faulty execution of the objectives of a contract, we shall accept the prohibition from submitting bids placed by NATIONAL OIL for a period of two (2) years. If proven that we have offered bribes to NATIONAL OIL or related officials in relation to bidding, or concluding or execution of a contract, we shall accept the prohibition from submitting bids placed by NATIONAL OIL for a period of two (2) years.
3. In case it is proven that we have offered bribes to a related official or a NATIONAL OIL official regarding a bid, or concluding or execution of a contract, we shall accept the cancellation of the contract, and shall not file any civil, administrative or criminal appeals.
4. We shall make our best effort to institute a Company Code of Conduct that prohibits bribery, bid rigging/fixing or any other corrupt practices in business relations with officials and NATIONAL OIL, and a company regulation that prohibits any retaliatory acts toward anyone reporting inside corruption.
5. In addition, I confirm on behalf of the bidder that the details included in the bidders profile and experience sheet and our quotation are correct to the best of my knowledge and belief. In addition, we authorize, NATIONAL OIL to seek information from any source to confirm our compliance with the requirements of this Integrity Pact.
6. The bidder authorizes NATIONAL OIL, to seek information from any source, including publication of the name of the bidder to confirm that the bidder is compliant with the requirements of this Integrity Pact.



We shall fulfill this Integrity Pact as a solemn oath made on the basis of mutual trust, and, if and when we win a bid, we shall sign and fulfill the above as a “Special Condition of Contract,” and not file any civil, administrative or criminal appeals regarding any of the above terms.

Dated: _____

Signed by: _____
(Chief Executive/CHIEF EXECUTIVE OFFICER)

Full Name printed: _____



11 PERFORMANCE SECURITY FORM

To
[name of Procuring entity]

WHEREAS [name of tenderer] (hereinafter called “the tenderer”) has undertaken , in pursuance of Contract No. _____ [reference number of the contract] dated _____ 20 _____ to supply [description of 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 show grounds 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]



12 BANK GUARANTEE FOR ADVANCE PAYMENT FORM

To
[name of Procuring entity]

[name of tender]

Gentlemen and/or Ladies:

In accordance with the payment provision included in the Special Conditions of Contract, which amends the General Conditions of Contract to provide for advance payment, [name and address of tenderer](hereinafter called “the tenderer”) shall deposit with the Procuring entity a bank guarantee to guarantee its proper and faithful performance under the said Clause of the Contract in an amount of [amount of guarantee in figures and words].

We, the [bank or financial institutions], as instructed by the tenderer, agree unconditionally and irrevocably to guarantee as primary obligator and not as surety merely, the payment to the Procuring entity on its first demand without whatsoever right of objection on our part and without its first claim to the tenderer, in the amount not exceeding [amount of guarantee in figures and words]

We further agree that no change or addition to or other modification of the terms of the Contract to be performed there-under or of any of the Contract documents which may be made between the Procuring entity and the tenderer, shall in any way release us from any liability under this guarantee, and we hereby waive notice of any such change, addition, or modification.

This guarantee shall remain valid in full effect from the date of the advance payment received by the tenderer under the Contract until [date].

Yours truly,

Signature and seal of the Guarantors

[name of bank or financial institution]

[address]

[date]



4 SECTION IV - FINANCIAL PROPOSAL

TABLE OF CONTENTS.....	Page
Notes on preparation of Financial Proposal.....	36
1 FINANCIAL PROPOSAL SUBMISSION FORM	37
2 PRICE SCHEDULE FORM	38



Notes on preparation of Financial Proposal

- 4.1** The Financial proposal prepared by the broker should list the costs associated with the provision of the medical insurance brokerage services. The costs should be broken down to be clearly understood by the procuring entity.
- 4.2** Financial Proposals for the provision of medical insurance brokerage services will be submitted separately from the technical proposal.
- 4.3** The financial proposal shall be in Kenya Shillings.
- 4.4** The financial proposal should be prepared using the Standard forms provided in this part.



1 FINANCIAL PROPOSAL SUBMISSION FORM

_____ [Date]

To: _____

[Name and address of Client]

Ladies/Gentlemen:

We, the undersigned, offer to provide the consulting services for (_____) *[Title of brokerage services]* in accordance with your Request for Proposal dated (_____) *[Date]* and our Proposal. Our attached Financial Proposal is for the sum of _____

[Amount in words and figures] inclusive of the taxes.

We remain,

Yours sincerely,

_____ *[Authorized Signature]*

_____ *[Name and Title of Signatory]:*

_____ *[Name of Firm]*

_____ *[Address]*



2 PRICE SCHEDULE FORM

The broker should clearly specify the payment terms in this section and amend the form below as appropriately.

Item no.	Class Of Insurance Cover	Inpatient Premium Inclusive Of Taxes	Proposed Insurer/Underwriter	Outpatient Fund Administration Fees
1	Medical insurance(employees)			
2	Medical Insurance(Directors)			

5 SECTION V – SCHEDULE OF REQUIREMENTS

Medical Scheme Terms of Reference

The complete scope of services to be rendered shall be as particularized in the Tender Form and as below:-

A) Inpatient

Summary of inpatient Benefits one (1) of the two options below will be adopted:

- a) **Cover Limits of Kshs.1Million per Family per annum**
 - b) **Cover Limits of Kshs.1.5Million per Family per annum**
- i) **Bed entitlement:** Ensuite room for ten (10) Directors, CEO and three (3) General Managers (fund basis) and Standard Private Room (SPR) for other employees.
 - ii) **Hospital Accommodation Charges –Standard Private Room.** We would prefer a private room if possible. Let the quotation state premiums if accommodation is in standard private room and private room for comparison (all hospitals where there is no standard private room should be based on private room e.g. Eldoret Hospital).
 - iii) **Doctor’s (Physician, Surgeon & Anesthetist) Fee.**
 - iv) **ICU/HDU and theatre Charges**
 - v) **Drugs/Medicines ,dressings and internal Surgical appliance**
 - vi) **Pathology ,X-ray, Ultrasound ,ECG and Computerized Tomography ,MRI Scans**
 - vii) **Radiotherapy and Chemotherapy**
 - viii) **In-Patient Physiotherapy**
 - ix) **Emergency Road and Air Evacuation subject to overall cover Limit**
 - x) **Funeral Expense Cover of KShs. 50,000/= per person including dependents subject to overall cover limit.**
 - xi) **Day care Surgery**
 - xii) **Hospital accommodation for accompanying parent and /or guardian for hospitalized children below 12 years**
 - xiii) **Post- Hospitalization benefit of Kshs.25,000 up to 3weeks after discharge**

B) **The Maternity benefit will cater for the following: KShs. 200,000/=per family**

- i) **Delivery Fees**
- ii) **Postnatal care up to six weeks post-delivery**
- iii) **Routine Immunizations (KEPI) and Baby Friendly Vaccines**
- iv) **1st emergency caesarian section ever in life is covered within the primary Cover up to KShs. 250,000 per family per annum.**
- v) **The maternity benefit is available to principle members and their spouses only.**
- vi) **Lodger fees: Up to twelve (12) years**
- vii) **Pre-maturity**

C) **Outpatient – one (1) of the two options below will be adopted**

- a) **Cover KShs. 250,000 per Family**
- b) **Cover KShs. 300,000 per Family**

Summary of outpatient benefits

The outpatient scheme caters for all routine outpatient services which include:

- i) Routine Antenatal check-ups
- ii) Routine outpatient consultations
- iii) Diagnostic Laboratory and Radiology services
- iv) Prescribed physiotherapy
- v) Prescribed drugs and dressing
- vi) HIV/AIDS related conditions and prescribed ARV's to the full cover limit per family per annum.
- vii) Routine Immunizations (KEP Pap smear for ladies and PSA for men once in 2 years for principals only)
- viii) Cover annual medical checkup for members
- ix) Routine Antenatal Checkups (Max 1 U/S exam)
- x) Postnatal care up to six weeks post-delivery
- xi) Chronic and recurring conditions subject to sub-limit
- xii) Ambulance Services (for Emergency treatment only)
- xiii) Members to identify themselves with a smart card

D) Dental

- i) Dental Cover –(max cover Kshs.30,000 per Person)
- ii) Illness related inpatient dental –(max cover Kshs.100,000 per Person)

E) Optical Cover (Max Cover Kshs.30,000 per person)

This benefit caters for expenses related to eye treatment:

- i) This includes but not limited to cost of lenses and frames
- ii) Illness related inpatient ophthalmology: (max. cover Kshs.100,000 per family within inpatient limit).

F) HIV/AIDS Cover

The following expenses will be catered for under the HIV/AIDS cover, both under outpatient and inpatient.

- i) ARV therapy
- ii) Opportunistic Infections
- iii) Laboratory investigations necessary

iv) Provide post exposure prophylaxis in case of emergencies

G) Rescue/ Evacuation

Scheme members are covered for emergency air and road evacuation within East Africa (Kenya, Uganda and Tanzania). This benefit is subject to overall annual cover limit. Road rescue and evacuation services are provided by St John ambulance. Air Evacuation is provided through AMREF/ Flying Doctors Service.

H) Psychiatry

Covered up to Kshs.250,000.00 within inpatient limited

I) Vaccinations (Children)

KEPI vaccines covered & Baby friendly covered within outpatient.

J) Congenital Conditions

Covered up to 250,000.00 within I/P Chronic Limit and 100,000.00 within O/P

K) Travel Cover

Provide free travel insurance for the first 42 days

L) Employee Assistance Program (EAP)-

Psycho-Social Support Programs for employees. Services will include: 24hr psychosocial tele-counselling, on site counselor in some special instances or referral for face to face counseling by specialist counselors for chemical dependency, stress, post-traumatic Counseling , Relationship difficulties , Anxiety and Depression , Parenting ,Legal or Financial distress etc,

M) Family distribution

The distribution of family size and space to indicate applicable premium (inclusive of all taxes and levies) is per table below

Family Size	No of Families	Total Lives
M	69	69
M+1	18	36
M+2	39	79
M+3	45	135
M+4	33	132
M+5	11	55
M+6	1	6
Total	216	512



NOTE: During contracting only one (1) of the inpatient options and one (1) of the outpatient options as considered viable will be pursued.



6 SECTION VI – GENERAL CONDITIONS OF CONTRACT

TABLE OF CONTENTS.....	Page
6.1 DEFINITIONS.....	44
6.2 APPLICATION.....	44
6.3 STANDARDS.....	44
6.4 USE OF CONTRACT DOCUMENTS AND INFORMATION	44
6.5 PATENT RIGHTS	45
6.6 PERFORMANCE SECURITY	45
6.7 DELIVERY OF SERVICES AND DOCUMENTS.....	45
6.8 PAYMENT.....	45
6.9 PRICES	46
6.10 ASSIGNMENT	46
6.11 TERMINATION FOR DEFAULT	46
6.12 TERMINATION FOR INSOLVENCY	46
6.13 TERMINATION FOR CONVENIENCE.....	46
6.14 RESOLUTION OF DISPUTES	47
6.15 GOVERNING LANGUAGE*	47
6.16 APPLICABLE LAW.....	47
6.17 FORCE MAJEURE	47
6.18 NOTICES	47

6.1 Definitions

6.1.1 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.

6.2 Application

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

6.3 Standards

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

6.4 Use of Contract Documents and Information

6.4.1 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.

6.4.2 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.

6.4.3 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.

6.5 Patent Rights

6.5.1 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.

6.6 Performance Security

6.6.1 Within fourteen (14) 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.

6.6.2 The proceeds of the performance security shall be payable to the Procuring entity as compensation for any loss resulting from the Tenderer's

6.6.3

6.6.4 failure to complete its obligations under the Contract.

6.6.5 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.

6.6.6 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.

6.7 Delivery of services and Documents

6.7.1 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.

6.8 Payment

6.8.1 The method and conditions of payment to be made to the contractor under this Contract shall be specified in SCC.

6.8.2 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.

6.9 Prices

6.9.1 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.

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

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

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

6.10 Assignment

6.10.1 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.

6.11 Termination for Default

6.11.1 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; and
- 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.

6.11.2 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.

6.12 Termination for Insolvency

6.12.1 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.

6.13 Termination for Convenience

6.13.1 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.

6.13.2 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.

6.14 Resolution of Disputes

6.14.1 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

6.14.2 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.

6.15 Governing Language

6.15.1 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.

6.16 Applicable Law

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

6.17 Force Majeure

6.17.1 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.

6.18 Notices

6.18.1 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.

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

7 SECTION VII – SPECIAL CONDITIONS OF CONTRACT

a) 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 VII complement the General Conditions of Contract included in Section VI, 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.

b) Special Conditions of Contract as relates to the General Conditions of Contract

Reference of general conditions of contract	Special condition of contract
6.6 Performance security	<p><i>Performance Security</i> 10% of Contract Price in the Form of Bank Guarantee drawn by a bank licensed and operating in Kenya.</p>
6.7 Delivery of Services	<p>The insurance brokerage services are to be provisioned by the successful bidder as per the terms of reference and as per this RFP, commencing on 1st December 2015 for a contract period of three years. Functional operational medical cards are to be issued to eligible staff by this date.</p>
6.8 Payment	<p>Payment terms will be the payment mode for premiums and this will be agreed upon.</p>
6.18.1	<ol style="list-style-type: none"> 1. The provisions of the Arbitration Act, laws of Kenya shall apply. 2. Arbitral language shall be English language 3. The seat of arbitration shall be Nairobi, Kenya. 4. The dispute shall be heard and determined by a single arbitrator appointed by the parties thereto.
6.16 Applicable law	<p>The applicable law is the laws of Kenya.</p>
6.18 Notices	<p>Notices will be addressed to: Human Resources Manager National Oil Corporation of Kenya AON Minet House, 7th Floor Mamlaka Road, off Nyerere Road P.O Box 58567 – 00200 Nairobi</p>