



**EXPORT PROCESSING ZONES  
AUTHORITY**

**PROVISION OF STAFF MEDICAL INSURANCE COVER**

**EPZA TENDER NO. 03/2017-2018**

**EXPORT PROCESSING ZONES AUTHORITY  
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**APRIL, 2018**

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**SECTION I - INVITATION FOR TENDERS**

**Date: - 03<sup>rd</sup> April, 2018**

**EPZA TENDER NO. 03/2017-2018**

**FOR PROVISION OF STAFF MEDICAL INSURANCE COVER.**

Export Processing Zones Authority hereby invites tenderers to submit sealed tenders for the provision of **staff medical insurance cover** for a period of twelve (12) Months renewable based on performance.

Prices (premium) quoted should be net inclusive of all taxes and delivery cost, must be in Kenya Shillings and should remain valid for ninety (120) days after date of Tender Opening.

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 provided at The Export Processing Zones Authority Administration Office, **Athi River, Ground floor, Viwanda Road, Athi River** or be addressed to:

**Chief Executive Officer  
Export Processing Zones Authority,  
P. O. Box 50563 - 00200  
NAIROBI**

so as to be received as per the date in the advert.

Tenders must be accompanied by a tender Security of 2 % of the tender sum in form of a bank guarantee from a reputable bank or guarantee payable to Export Processing Zones Authority.

Tenders will be opened immediately thereafter in the presence of the tenderers representatives who choose to attend the opening at the Authority conference room, Ground floor, Athi River Administration Block, Viwanda Road, Athi River.

**Chief Executive Officer  
Export Processing Zones Authority**

## SECTION II - INSTRUCTION TO TENDERERS

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## **SECTION II - INSTRUCTIONS TO TENDERERS**

### **2.1. Eligible Tenderers**

- 2.1.1 This Invitation for Tenders is open to all tenderers eligible as described in the Appendix to Instructions to Tenderers. Successful tenderers shall provide the services for the stipulated duration from the date of commencement (hereinafter referred to as the term) specified in the tender documents.
- 2.1.2 The procuring entity's Board, employees and their relatives (spouse and children) are not eligible to participate in the tender unless where specially allowed under section 131 of the Act.
- 2.1.3 Tenderers shall provide the qualification information statement that the tenderer (including all members of a joint venture is not associated, or have been associated in the past, directly or indirectly, with a firm or any of its affiliates which have been engaged by the Procuring entity to provide consulting services for the preparation of the design, specifications, and other documents to be used for the procurement of the services under this Invitation for tenders.
- 2.1.4 Tenderers involved in corrupt or fraudulent practices or debarred from participating in public procurement shall not be eligible.

### **2.2 Cost of Tendering**

- 2.2.1 The Tenderer shall bear all costs associated with the preparation and submission of its tender, and the procuring entity, will in no case be responsible or liable for those costs. Regardless of the conduct or outcome of the tendering process
- 2.2.2 The price to be charged for the tender document shall not exceed Kshs. 1,000/=. Tender Documents can be downloaded from our website free of charge at **[www.epzakenya.com](http://www.epzakenya.com)**.
- 2.2.3 The procuring entity shall allow the tenderer to review the tender document free of charge before purchase.

### **2.3 Contents of Tender Document**

- 2.3.1 The tender documents comprise the documents listed below and addenda issued in accordance with clause 2.5 of these instructions to tenderers.

- (i) Instructions to Tenderers
- (ii) General Conditions of Contract
- (iii) Special Conditions of Contract
- (iv) Schedule of Requirements
- (v) Details of Insurance Cover
- (vi) Form of Tender
- (vii) Price Schedules
- (viii) Contract Form
- (ix) Confidential Business Questionnaire Form
- (x) Tender security Form

- (xi) Performance security Form
- (xii) Insurance Company's Authorization Form

2.3.2 The Tenderer is expected to examine all instructions, forms, terms and specification in the tender documents. Failure to furnish all information required by the tender documents or to submit a tender not substantially responsive to the tender documents in every respect will be at the tenderers risk and may result in the rejection of its tender.

## **2.4 Clarification of Tender Documents**

2.4.1 A Candidate making inquiries of the tender documents may notify the Procuring entity by post, fax or by email at the procuring entity's address indicated in the Invitation for tenders. The Procuring entity will respond in writing to any request for clarification of the tender documents, which it receives not later than seven (7) days prior to the deadline for the submission of the tenders, prescribed by the procuring entity. Written copies of the Procuring entities response (including an explanation of the query but without identifying the source of inquiry) will be sent to all candidates who have received the tender documents.

2.4.2 The procuring entity shall reply to any clarifications sought by the tenderer within 3 days of receiving the request to enable the tenderer to make timely submission of its tender.

2.4.3 Preference where allowed in the evaluation of tenders shall not exceed 15%

## **2.5 Amendment of Tender Documents**

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

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

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

## **2.6 Language of Tenders**

2.6.1 The tender prepared by the Tenderer, as well as all correspondence and documents relating to the tender exchanged by the tenderer and the Procuring entity, shall be written in English language. Any printed literature furnished by the tenderer may be written in another language provided they are accompanied by an accurate English translation of the relevant passages in which case, for purposes of interpretation of the tender, the English translation shall govern.

## **2.7. Documents Comprising the Tender**

2.7.1 The tender prepared by the tenderer shall comprise the following components:

- (a) A Tender Form and a Price Schedule completed in accordance with paragraph 2.8, 2.9 and 2.10 below
- (b) Documentary evidence established in accordance with paragraph 2.11.2 that the tenderer is eligible to tender and is qualified to perform the contract if its tender is accepted;
- (c) Tender security furnished in accordance with paragraph 2.12 (if applicable)
- (d) Declaration Form.



## **2.8. Form of Tender**

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

## **2.9. Tender Prices**

The tenderer shall indicate on the form of tender and the appropriate Price Schedule the unit prices and total tender price of the services it proposes to provide under the contract.

Prices (premium) indicated on the Premium Schedule shall be the cost of the services quoted including all customs duties and VAT and other taxes payable.

Prices quoted by the tenderer shall remain fixed during the Term of the contract unless otherwise agreed by the parties. A tender submitted with an adjustable price quotation will be treated as non-responsive and will be rejected, pursuant to paragraph 2.20.5

## **2.10. Tender Currencies**

2.10.1 Prices (premium) shall be quoted in Kenya Shillings

## **2.11. Tenderers Eligibility and Qualifications**

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

2.11.2 The documentary evidence of the tenderer's qualifications to perform the contract if its tender is accepted shall establish to the Procuring entity's satisfaction that the tenderer has the financial and technical capability necessary to perform the contract.

## **2.12. Tender Security**

2.12.1 The tenderer shall furnish, as part of its tender, a tender security for the amount and form specified in the Appendix to Instructions to Tenderers.

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

2.12.3 The tender security is required to protect the Procuring entity against the risk of Tenderer's conduct which would warrant the security's forfeiture, pursuant to paragraph 2.12.7

2.12.4 The tender security shall be denominated in Kenya Shillings or in another freely convertible currency, and shall be in the form

- a) Cash.
- b) A bank guarantee.

2.12.5 Any tender not secured in accordance with paragraph 2.12.1. and 2.12.3 shall be rejected by the Procuring entity as non-responsive, pursuant to paragraph 2.20.5

2.12.6 Unsuccessful Tenderer's tender security will be discharged or returned as promptly as possible but not later than thirty (30) days after the expiration of the period of tender validity

2.12.7 The successful Tenderer's tender security will be discharged upon the tenderer signing the contract, pursuant to paragraph 2.29, and furnishing the performance security, pursuant to paragraph 2.30

2.12.8 The tender security may be forfeited:

- (a) if a tenderer withdraws its tender during the period of tender validity.
- (b) in the case of a successful tenderer, if the tenderer fails:
  - (i) to sign the contract in accordance with paragraph 2.29 or
  - (ii) to furnish performance security in accordance with paragraph 2.30.

### **2.13. Validity of Tenders**

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

2.13.2 In exceptional circumstances, the Procuring entity may solicit the Tenderer's consent to an extension of the period of validity. The request and the responses thereto shall be made in writing. The tender security provided under paragraph

2.12 shall also be suitably extended. A tenderer granting the request will not be required nor permitted to modify its tender.

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

2.14.1 The tenderer shall prepare an original and a copy of the tender, clearly marking each "**ORIGINAL TENDER**" and "**COPY OF TENDER**," as appropriate. **The technical and financial** bids shall be placed on separate envelopes in both the original and copy. In the event of any discrepancy between them, the original shall govern.

2.14.2 The original and all copies of the tender shall be typed or written in indelible ink and shall be signed by the tenderer or a person or persons duly authorized to bind the tenderer to the contract. All pages of the tender, except for un-amended printed literature, shall be initialed by the person or persons signing the tender.

2.14.3 The tender shall have no interlineations, erasures, or overwriting except as necessary to correct errors made by the tenderer, in which case such corrections shall be initialed by the person or persons signing the tender.

### **2.15 Sealing and Marking of Tenders**

2.15.1 The tenderer shall seal the original and the copy of the tender **in separate envelopes**, duly marking the envelopes as "**ORIGINAL TENDER**" and "**COPY OF TENDER**". The envelopes shall then be sealed in an outer envelope.

2.15.2 The inner and outer envelopes shall:

- (a) Be addressed to the Export Processing Zones Authority 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 **02<sup>nd</sup> May, 2018 at 11.30 a.m.**"

2.15.3 The inner envelopes shall also indicate the name and address of the tenderer to enable the tender to be returned unopened in case it is declared "late".

2.15.4 If the outer envelope is not sealed and marked as required by paragraph 2.15.2, the Procuring entity will assume no responsibility for the tender's misplacement or premature opening.

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

Tenders must be received by the Procuring entity at the address specified under invitation for tenders not later than **02<sup>nd</sup> May, 2018 at 11.30 a.m.**

The Procuring entity may, at its discretion, extend this deadline for the submission of tenders by amending the tender documents in accordance with paragraph 2.5.3 in which case all rights and obligations of the Procuring entity and candidates previously subject to the deadline will thereafter be subject to the deadline as extended.

Bulky tenders which will not fit the tender box shall be received by the procuring entity as provided for in the appendix.

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

2.17.1 The tenderer may modify or withdraw its tender after the tender's submission, provided that written notice of the modification, including substitution or withdrawal of the tenders, is received by the Procuring entity prior to the deadline prescribed for submission of tenders.

2.17.2 The tenderer's modification or withdrawal notice shall be prepared, sealed, marked and dispatched in accordance with the provisions of paragraph 2.15. A withdrawal notice may also be sent by fax or email but followed by a signed confirmation copy, postmarked and not later than the deadline for submission of tenders.

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

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

## **2.18. Opening of Tenders**

2.18.1 The Procuring entity will open all tenders in the presence of tenderers' representatives who choose to attend, at **11.30 a.m on 02<sup>nd</sup> May, 2018** at the Ground Floor Board Room, Athi River Administration Block. The tenderers' representatives who are present shall sign a register evidencing their attendance.

2.18.2 The tenderers' names, tender modifications or withdrawals, and the presence or absence of requisite tender security and such other details as the Procuring entity, at its discretion, may consider appropriate, will be announced at the opening.

2.18.3 The Procuring entity will prepare minutes of the tender opening, which will be submitted to tenderers that signed the tender opening register and will have made the request.

## **2.19 Clarification of Tenders**

2.19.1 To assist in the examination, evaluation and comparison of tenders the Procuring entity may, at its discretion, ask the tenderer for a clarification of its tender. The request for clarification and the response shall be in writing, and no change in the prices or substance of the tender shall be sought, offered, or permitted.

2.19.2 Any effort by the tenderer to influence the Procuring entity in the Procuring entity's tender evaluation, tender comparison or contract award decisions may result in the rejection of the tenderers' tender.

## **2.20 Preliminary Examination and Responsiveness**

2.20.1 The Procuring entity will examine the tenders to determine whether they are complete, whether any computational errors have been made, whether required sureties have been furnished, whether the documents have been properly signed, and whether the tenders are generally in order.

2.20.2 Arithmetical errors will be rectified on the following basis. If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail, and the total price shall be corrected. If the candidate does not accept the correction of the errors, its tender will be rejected, and its tender security forfeited. If there is a discrepancy between words and figures, the amount in words will prevail

2.20.3 The Procuring entity may waive any minor informality or non-conformity or irregularity in a tender which does not constitute a material deviation provided such waiver does not prejudice or affect the relative ranking of any tenderer.

2.30.4 Prior to the detailed evaluation, pursuant to paragraph 2.20, the Procuring entity will determine the substantial responsiveness of each tender to the tender documents. For purposes of these paragraphs, a substantially responsive tender is one which conforms to all the terms and conditions of the tender documents without material deviations the Procuring entity's determination of a tender's responsiveness is to be based on the contents of the tender itself without recourse to extrinsic evidence.

2.30.5 If a tender is not substantially responsive, it will be rejected by the procuring entity and may not subsequently be made responsive by the tenderer by correction of the nonconformity.

## **2.21. Conversion to single currency**

2.21.1 Where other currencies are used, the Procuring entity will convert those currencies to Kenya Shillings using the selling exchange rate on the date of tender closing provided by the Central Bank of Kenya.

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

2.22.1 The Procuring entity will evaluate and compare the tenders which have been determined to be substantially responsive, pursuant to paragraph 2.20

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

(a) Operational plan proposed in the tender;

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

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

(a) Operational Plan

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

(b) Deviation in payment schedule

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

2.22.4 The tender evaluation committee shall evaluate the tender within 15 days from the date of opening the tender.

## **2.23. Contacting the Procuring entity**

2.23.1 Subject to paragraph 2.19 no tenderer shall contact the Procuring entity on any matter relating to its tender, from the time of the tender opening to the time the contract is awarded.

2.23.2 Any effort by a tenderer to influence the Procuring entity in its decisions on tender evaluation, tender comparison, or contract award may result in the rejection of the Tenderers' tender.

## **2.24 Post-qualification**

2.24.1 The Procuring entity will verify and determine to its satisfaction whether the tenderer that is selected as having submitted the lowest evaluated responsive tender is qualified to perform the contract satisfactorily.

2.24.2 The determination will take into account the tenderer financial and technical capabilities. It will be based upon an examination of the documentary evidence of the tenderers qualifications submitted by the tenderer, pursuant to paragraph 2.11.2, as well as such other information as the Procuring entity deems necessary and appropriate

2.24.3 An affirmative determination will be a prerequisite for award of the contract to the tenderer. A negative determination will result in rejection of the Tenderer's tender, in which event the Procuring entity will proceed to the next lowest evaluated tender to make a similar determination of that Tenderer's capabilities to perform satisfactorily.

## **2.25 Award Criteria**

2.25.1 Subject to paragraph 2.29 the Procuring entity will award the contract to the successful tenderer whose tender has been determined to be substantially responsive and has been determined to be the lowest evaluated tender, provided further that the tenderer is determined to be qualified to perform the contract satisfactorily.

2.25.2 To qualify for contract awards, the tenderer shall have the following:-

- (a) Necessary qualifications, capability experience, services, equipment and facilities to provide what is being procured.
- (b) Legal capacity to enter into a contract for procurement
- (c) Shall not be insolvent, in receivership, bankrupt or in the process of being wound up and is not the subject of legal proceedings relating to the foregoing.
- (d) Shall not be debarred from participating in public procurement.

## **2.26. Procuring Entity's Right to accept or Reject any or all Tenders**

2.26.1 The Procuring entity reserves the right to accept or reject any tender, and to annul the tendering process and reject all tenders at any time prior to contract award, without thereby incurring any liability to the affected tenderer or Tenderers or any obligation to inform the affected tenderer or Tenderers of the grounds for the Procuring entity's action. If the Procuring entity determines that none of the tenders is responsive, the Procuring entity shall notify each tenderer who submitted a tender.

2.26.2 The procuring entity shall give prompt notice of the termination to the tenderers and on request give its reasons for termination within 14 days of receiving the request from any tenderer.

2.26.3 A tenderer who gives false information in the tender document about his qualification or who refuses to enter into a contract after notification of contract award shall be considered for debarment from participating in future public procurement.

## **2.27 Notification of Award**

2.27.1 Prior to the expiration of the period of tender validity, the Procuring entity will notify the successful tenderer in writing that its tender has been accepted.

2.27.2 The notification of award will signify the formation of the contract subject to the signing of the contract between the tenderer and the

procuring entity pursuant to clause 2.9. Simultaneously the other tenderers shall be notified that their tenders were not successful.

2.27.3 Upon the successful Tenderer's furnishing of the performance security pursuant to paragraph 2.29 the Procuring entity will promptly notify each unsuccessful Tenderer and will discharge its tender security, pursuant to paragraph 2.12

## **2.28 Signing of Contract**

2.28.1 At the same time as the Procuring entity notifies the successful tenderer that its tender has been accepted, the Procuring entity will simultaneously inform the other tenderers that their tenders have not been successful.

2.28.2 Within fourteen (14) days of receipt of the Contract Form, the successful tenderer shall sign and date the contract and return it to the Procuring entity.

2.28.3 The contract will be definitive upon its signature by the two parties.

2.28.4 The parties to the contract shall have it signed within 30 days from the date of notification of contract award unless there is an administrative review request.

## **2.29 Performance Security**

2.29.1 The successful tenderer shall furnish the performance security in accordance with the Conditions of Contract, in a form acceptable to the Procuring entity.

2.29.2 Failure by the successful tenderer to comply with the requirement of paragraph 2.29 or paragraph 2.30.1 shall constitute sufficient grounds for the annulment of the award and forfeiture of the tender security, in which event the Procuring entity may make the award to the next lowest evaluated tender or call for new tenders.

## **2.30 Corrupt or Fraudulent Practices**

2.30.1 The Procuring entity requires that tenderers observe the highest standard of ethics during the procurement process and execution of contracts. A tenderer shall sign a declaration that he has not and will not be involved in corrupt or fraudulent practices.

2.30.2 The Procuring entity will reject a proposal for award if it determines that the tenderer recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question

2.30.3 Further a tenderer who is found to have indulged in corrupt or fraudulent practices risks being debarred from participating in public Procurement in Kenya.

## **TERMS OF REFERENCE FOR THE PROVISION OF STAFF MEDICAL INSURANCE COVER FOR FY 2018/2019**

### **A. OVERALL SCOPE**

The total number of employees and the number of dependants is approximately at 694. This includes the Chief Executive Officer, Board members and Staff. The scheme will cater for Member plus five (5) dependants. The cover will include Outpatient and Inpatient, Pre-existing Conditions, HIV/AIDS, Chronic and Congenital conditions, Dental, vaccinations, Family planning, psychiatry, last expense and Annual Medical check-ups.

### **B. SPECIFIC SCOPE**

#### **a) Out-Patient Cover**

Prospective health provider is expected to work out an acceptable and suitable out-patient cover per family for Kshs. 150,000/=



There will be a co pay of Kshs. 300/= for Aga Khan, Nairobi, Mater, Karen and MP shah Hospital for outpatient visits and all the other service providers will be Kshs 100/= for outpatient visits.

**b) In-Patient Cover**

The prospective health provider is expected to work out a comprehensive in-patient cover structure uniformly for the options given below as per the staff details attached.

This cover includes pre-existing condition, HIV/AIDS, Chronic & Congenital conditions, Dental, Vaccinations, Optical, Family Planning, Psychiatry, Last Expense and Annual Medical check-ups, One (1) month after Maternity, Delivery & Miscarriage shall be treated as normal illness on loss of cover limit.

**Cover Amount in Kshs.**

<b>Grades</b>	<b>Limits in Kshs.</b>	<b>Hospital Bed Facility</b>	<b>Maximum Limit (Kshs)</b>
1-2 & Board	2,000,000.00	Private	25,000.00
3-4	1,500,000.00	Standard Private	16,500.00
5-11	1,000,000.00	Standard Private	12,500.00

**c) Dental**

Dental benefit will be Ksh. 50, 000/= each for all groups per family.

**d) Optical**

Optical will be fund managed. Allocation is one million shillings. Benefit per family is Ksh. 50,000/=.

**e) Maternity Cover & Family Planning**

Maternity benefit will be fund managed. Allocation is one million, five hundred thousand shillings only. Benefit per family is Ksh. 250,000.00 for members and spouse only. Family planning for member and spouse only will form part of the maternity cover.

**f) Territorial Limits**

This should be on referral only.

**g) Ambulance and Evacuation Services**

Provision of Air and road evacuations together with ambulance services.

**h) Medical Check-ups**

A comprehensive medical check-up cover for preventive care for principal members and dependants once a year. This will form part of the outpatient cover.

**i) Excess Cover**

- a) Excess cover limit for the scheme Kshs. four million (4,000,000.00)
- b) Excess Loss of cover limit on existing conditions of (Kshs 2,000,000.00)

**j) Premium**

Premium shall be prorated as at when members join or exit the scheme

**k) Last Expense**

This will be given once per year per nuclear family member at ( Kshs 100,000.00)

**l) Scope**

Admission to the scheme will be from 36 weeks – 25 years

**C. OUTPUT EXPECTED**

1. To ensure customized medical covers from a selection of underwriters.
2. Confidential maintenance of Scheme Records and Member data.
3. Ensure Access to a countrywide panel of Service Providers.
4. Provision of Medical Photo Cards for easy identification at the point of service.
5. Facilitation of admissions / discharges from hospitals.
6. Case Management.
7. 24-hour Help lines.
8. Benefit Utilization Reports.
9. Free Health Talks / Member Education.
10. Negotiate discounted rates from Service Providers accruing from large business volumes.
11. Deal with Claims administration from the staff
12. Sourcing for Medical Insurance Providers
13. Administration of the funded benefits (maternity and Optical)

**Qualification of the brokerage service provider**

1. The request is for Insurance brokerage and underwriters.
2. The medical service provision be given to either an Insurance Brokerage firm or an underwriter with a good reputation and experience of at least ten years of providing medical cover.
3. The firm must have turnover of over Ksh. 50 Million for brokers and 200 million for underwriters.
4. The provider must show evidence of having managed similar or larger organization's medical insurance cover.

## Appendix to Instructions to Tenderers

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

Instruction to tender reference	Particulars of Appendix to instructions to tenderers
2.1	Indicate eligible Tenderers: <b>Insurance Brokers and underwriters Licensed by the IRA to transact Medical Insurance Business.</b>
2.1.3	Qualification Information statement: <b>This shall not be required</b>
2.2.2	The tender document will not be charged
2.11	i. Certificate of Registration under the companies Act (CAP 486)
	ii. Copy of valid Registration with the Insurance Regulatory Authority for the year, 2017
	iii. Certificate of valid tax compliance for the current year 2017.
	iv. Audited Accounts for the last three years from 2015-2017.
	v. Properly filled Confidential Business
2.12.1	Particulars of tender security if applicable. <b>2% of the tender price and bid amount valid for an additional thirty (30) days after the expiry of the tender validity period</b>
2.12.4	Form of Tender Security. <b>The Tender Security shall be in the form of Bank Guarantee from a reputable bank.</b>
2.13	Form of Tender Security. <b>The Tender Security shall remain valid for 120 days after date of Tender Opening</b>
2.15.2	Envelope marked "DO NOT OPEN BEFORE <b>02<sup>nd</sup> May, 2018 at 11.30 a.m.</b>
2.16.1	Deadline for submission of Tenders: <b>02<sup>nd</sup> May, 2018 at 11.30 a.m.</b>
2.16.3	Bulky tenders that will not fit in the tender box shall be delivered to the Reception Desk and will be signed for.
2.18.1	Opening of Tenders: <b>02<sup>nd</sup> May, 2018 at 11.30 a.m.</b>

## **EVALUATION AND COMPARISON OF TENDERS**

### **PRELIMINARY EVALUATION FOR TENDERS – TECHNICAL PROPOSAL**

1. The tender has been submitted in the required format (No labelled Envelopes)
2. The Tender has been signed by the person lawfully authorised to do so
3. The required number of copies of the Tender have been submitted; (Technical Proposal in Original and Copy)
4. (Financial Proposal in Original and Copy)
5. The Tender is valid for the period required (120 days)

### **STAGE ONE: MANDATORY / STATUTORY REQUIREMENTS.**

1. Valid Tax Compliance Certificate
2. Valid NSSF Compliance Certificate
3. List of Directors with respective shareholding & details of citizenship.
4. Audited Accounts for the last three years (i.e. within the period of 2015 to 2017 which must be signed by the auditors and directors.)
5. Evidence/proof of having done annual medical premiums in previous year (2017) of not less than Kshs. One (1) Billion.
6. Evidence/proof of underwriter having paid-up capital of at least Kshs. 100 Million
7. Certificate of Company Registration under the Companies Act, Cap 486 and in existence for at least Five (5) years
8. Current Registration Certificate as Insurance Underwriter/Broker issued by the Insurance Regulatory Authority (IRA) for the current year 2018 and licensed and member of IRA as Medical Insurance provider.
9. Current membership certificate (2018) with Association of Kenya Insurers (AKI).
10. Original bid bond / tender security of 2% of the tender sum.
11. Statement of verification that the Firm is not debarred in the Matter of Public Procurement and Disposal Act 2005.

(Documentary evidence must be provided for each requirement – non-compliance shall lead to disqualification or nil points)

NB: Cut off shall be 80% to qualify for financial evaluation (price comparison).

### **1. Key Personnel Qualifications and experiences – 20 points**

- List / provide at least four (4) key Professional staff with specific portfolio/task each with the following minimum qualification and experience
- Principal Officer / Contract Manager must have a minimum of Undergraduate (Bachelor) Degree in Insurance or Actuarial Science and an Associate of the Chartered Insurance Institute or equivalent [attach copies of qualification certificates (4 points) with not less than seven years' experience as a senior manager in the insurance industry {2 points for seven years' experience, for less years of experience zero points} – (total 6 points)
- The other three must have a minimum of a Degree in Health Care Management or Degree in Nursing or equivalent [attach copies of

qualification certificates – (2 points for each professional staff] with at least five years' experience in the insurance industry handling Medical Insurances related covers {2 points for five years' experience, for less years of experience zero points} – (total 12 points) and;

- Certified CVs signed by both the employer and the employee {0.5 points for each CV – four CVs required as above} – (total 2 points)

## **2. Company's past Experience/Operation performance – (40 points)**

**(i)** Details of experience and past performance for a minimum of five corporate clients with more than 100 employees on Provision of Medical Insurance Cover (out-patient and in-patient) within the past three years (between 2015- 2017) each with value of not less than 10 million per annum that can best demonstrate past experience in providing similar services (Medical Insurance). Each project should include name of client/firm, clear physical address and contact persons. (Attach award letters, Local Purchase / Service Orders or signed contracts as evidence / proof of contract such as copies of policy documents) (40 Points)

**(ii)** Details of projects to include the following (8 Points for each client)

- Name of project – (1 Point)
- Address of project- (1 Point)
- Contact persons- (1 Point)
- Their values (10 million per annum and above) – (2 Points) below 10 million (0 Points)
- Proof of such contracts (Attach award letters, LPO's, LSO or signed contracts) – (3 Points)
  - Less number of clients in (a)– (Pro-rate)
  - If no award letters/completion certificates are attached – (0 Points for the entire project/client)

NB: Clients will be contacted to verify the information given.

## **3. Business support – 30 points**

**(i)** Reinsurance Cover (5 points) –

The tenderer / underwriter must have a Reinsurance policy in place from a well-known and registered Insurance/Reinsurance Company. State or provide the name(s) of the Reinsurance Company (ies) and attach evidence in the form of reinsurance slip (s) or cover notes. – 5 points

**(ii)** Appointed bankers(2 Points)

- Name and contacts of appointed bankers. (1 Point)
- Letter of authority from the bidder authorizing Export Processing Zones Authority to seek reference from the appointed bankers ( 1 Points)

**(iii)** Must have extensive providers network across the country (Attach documentary evidence from the providers) – (8 Points)

Attach letters of recommendation from referees

- Five letters – (4 Points each)
- Less than five letters – (Pro rate)

**(iv) References (15 Points)**

Attach letters of recommendation from referees

-Five letters – (3 Points each)

-Less than five letters – (Pro rate)

Please note that LPO's or award letters shall not be treated as reference letters. Proper recommendation from satisfied clients for work performed or services provided shall be required.

**OTHER REQUIREMENTS (Total 10 Marks)**

1.Information regarding any litigation, current or during the last five years, in which the tenderer is involved, the parties concerned and disputed amount. If none, state so – 1 Point. If none, score is zero.

2.Provide actual turn-around time for settling Medical claims (attach evidence) – (Maximum 4 points for shortest turnaround time – prorate for less as below)  
Present the total number falling within the limits given below:

i.1 – 5 days – 4 points

ii.6 – 10 days – 3 points

iii.11 – 15 days – 2 points

iv. 15 – 30 days – 1 points

v.Beyond 30 days – 0 points

3.Training timetable for quarterly health talk on selected topics– (3 Points)

4.Must be able to provide efficient rescue and evacuation services (Attach documentary evidence from the providers) – (2 Points)

Please note that LPO's or award letters shall not be treated as reference letters. Proper recommendation from satisfied clients for work performed or services provided shall be required.

**Note:**

**EPZA reserves the right to carry out independent confirmations either from the clients or hospitals and should any tenderer be found to have given false information shall have their tender rejected.**

**Only Tenderers scoring a minimum of 80% of the total technical score (stage two) shall proceed to stage three for financial comparisons.**

**Conditions for award:** - A tenderer shall be deemed to be the lowest evaluated if it has;

i) Technical Score(TS) of 80% and above.

ii) lowest responsive financial bid

**Poor past performance by any underwriter will lead to automatic disqualification. This will be based on poor rating by members of staff of Export Processing Zones Authority from previous service level satisfaction surveys.**

**STAGE THREE**

Financial (Premium) Comparison and checking for arithmetic errors if any

**STAGE FOUR – RECOMMENDATION(S)**

Bidders with the lowest responsive bid will be recommended.

**SECTION III - GENERAL CONDITIONS OF CONTRACT**

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

### **3.1. Definitions**

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

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

### **3.2. Application**

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

### **3.3. Standards**

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

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

3.4.1 The Contractor shall not, without the Procuring entity's prior written consent, disclose the Contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the procuring entity.



3.4.2 Any document, other than the Contract itself, enumerated in paragraph 2.4.1 shall remain the property of the Procuring entity and shall be returned (all copies) to the Procuring entity on completion of the contract's or performance under the Contract if so required by the Procuring entity.

### **3.5. Patent Rights**

3.5.1 The Contractor shall indemnify the Procuring entity against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the services under the contract or any part thereof.

### **3.6 Performance Security**

3.6.1 Within twenty-eight (28) days of receipt of the notification of Contract award, the successful tenderer shall furnish to the Procuring entity the performance security where applicable in the amount specified in SCC

3.6.2 The proceeds of the performance security shall be payable to the Procuring entity as compensation for any loss resulting from the Tenderer's failure to complete its obligations under the Contract.

3.6.3 The performance security shall be denominated in the currency of the Contract, or in a freely convertible currency acceptable to the Procuring entity and shall be in the form of:

- a) Cash.
- b) A bank guarantee.

3.6.4 The performance security will be discharged by the Procuring entity and returned to the Candidate not later than thirty (30) days following the date of completion of the Contractor's performance of obligations under the Contract, including any warranty obligations, under the Contract.

### **3.7. Delivery of services and Documents**

3.7.1 Delivery of the services shall be made by the Contractor in accordance with the terms specified by the procuring entity in the schedule of requirements and the special conditions of contract.

### **3.8. Payment**

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

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

### **3.9. Prices**

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

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

3.9.3 Where contract price variation is allowed the variation shall not exceed 25% of the original contract price.

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

### **3.10. Assignment**

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

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

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

- (a) if the Contractor fails to provide any or all of the services within the period(s) specified in the Contract, or within any extension thereof granted by the Procuring entity.
- (b) If the Contractor fails to perform any other obligation(s) under the Contract
- (c) If the Contract in the judgment of the Procuring entity has engaged in corrupt or fraudulent practices in competing for or in executing the contract

3.11.2 In the event the Procuring entity terminates the contract in whole or in part, it may procure, upon such terms and in such manner as it deems appropriate.

### **3.12. Termination for Insolvency**

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

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

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

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

### **3.14 Resolution of Disputes**

- 3.14.1 The procuring entity and the contractor shall make every effort to resolve amicably by direct informal negotiations and disagreement or disputes arising between them under or in connection with the contract
- 3.14.2 If after thirty (30) days from the commencement of such informal negotiations both parties have been unable to resolve amicably a contract dispute either party may require that the dispute be referred for resolution to the formal mechanisms specified in the SCC.

### **3.15. Governing Language**

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

### **3.16. Applicable Law**

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

### **3.17 Force Majeure**

- 3.17.1 The Contractor shall not be liable for forfeiture of its performance security, or termination for default if and to the extent that its delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.

### **3.18 Termination**

#### **3.18.1 By the Client**

The Client may terminate this Contract in case of the occurrence of any of the events specified in paragraphs 3.11, 3.12 & 3.13. In such an occurrence the Client shall give a not less than fourteen (14) days' written notice of termination to the Underwriter/broker.

- (a) If the Underwriter does not remedy a failure in the performance of their obligations under the Contract, within fourteen (14) days after being notified or within any further period as the Client may have subsequently approved in writing.

- (b) If the Underwriter/broker becomes insolvent or bankrupt.

#### **3.18.2 By the Underwriter**

The Underwriter may terminate this Contract, by not less than fourteen (14) days' written notice to the Client, such notice to be given after the occurrence of any of the events specified in paragraphs 3.11, 3.12 & 3.13.

- (a) If the Client fails to pay any money due to the Underwriter pursuant to this Contract and not subject to dispute pursuant to Clause GC 7 hereof within thirty (30) after receiving written notice from the Underwriter/broker that such payment is overdue.

- (b) If, as the result of Force Majeure, the Underwriter/broker is unable to perform a material portion of the Services for a period of not less than thirty (30) days.

- (c) If the Client fails to comply with any final decision reached as a result of arbitration pursuant to Clause 3.14 hereof.

### 3.18.3 Payment upon Termination

Upon termination of this Contract the Client shall make the following payments to the Underwriter/broker:

- (a) Payment for Services satisfactorily performed prior to the effective date of termination;
- (b) Reimbursement of any reasonable cost incident to the prompt and orderly termination of the Contract.
- (c) Obligations of the Underwriter/broker

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

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

<b>Reference of general conditions of contract</b>	<b>Special condition of contract</b>
3.6 Performance security	Not Applicable
3.7 Delivery of Services	For a Contract period of One (1) year renewable based on performance
3.8 Payment	<b>Annual premium will be paid either once (or on equal installments) at the Beginning of the policy.</b>
3.9 Price adjustment	No Price adjustments allowed. However, the policy should be able to provide for additional staff and dependants, Board members and or reduction of the same at similar price
3.16 Applicable law	Laws of Kenya
3.1 Notices 8	Procuring Entity  <b>Chief Executive Officer</b> Export Processing Zones Authority Athi River Administration Block, Viwanda Road off Namanga Road.  P. O. Box 50563-00200 NAIROBI.
Other's as necessary	



## **SECTION V – SCHEDULE OF REQUIREMENTS**

Export Processing Zones Authority wishes to engage an insurance brokerage or underwriting company to provide Staff Medical Insurance (Both Inpatient and Out Patient) Cover.

The Insurance brokerage or Underwriting Company must meet the following conditions:-

- 1) Must be registered with the Insurance Regulatory Authority for the current year and a copy of the current license be submitted.
- 2) Must give, for the previous year, at least five (5) reputable clients and a maximum of ten (10) and the total clients' premiums for the medical insurance.
- 3) Must submit a copy of the audited accounts for the previous 3 years.
- 4) Must attach CV's of key management and technical staff.
- 5) Must submit copies of the following documents;
  - Certificate of Registration/Incorporation
  - Valid Tax Compliance Certificate
  - Company profile
- 6) Must provide proof of membership of the Association of Kenya Insurers (AKI) for underwriters and or Association of Insurance Brokers of Kenya (AIBK) for brokers.
- 7) Provide proof of being in business for the last ten years to date.
- 8) Completely Fill the Confidential Business Questionnaire
- 9) The bidders must quote for medical insurance both inpatient and outpatient for the bids to be considered complete
- 10) Complete the form of tender and price (premium) schedule in the formats provided
- 11) Any other information or documents which in your opinion may assist in the objective evaluation of your proposal.
- 12) All bids admitted at the mandatory qualification shall be subjected to technical and financial evaluation.
- 13) Underwriters must have a turnover of two hundred million shillings while brokers must have a turnover of fifty million shillings.

## **SECTION VI: DETAILS OF MEDICAL INSURANCE COVER**

### **STAFF MEDICAL INSURANCE SCHEME COVER FOR THE PERIOD 2018 - 2019**

Export Processing Zones Authority (EPZA) seeks to contract a reputable underwriting insurance company to provide a staff medical insurance that entails benefits which ensure members of staff receive quality health care.

The proposed Staff Medical Schemes shall be fully enhanced medical scheme cover and is intended to provide all employees and their dependents quality and affordable medical and health care services on 24 hours cover basis taking into cognizance of the unpredictable nature of sicknesses and/or accidents.

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

The total number of employees and the number of dependants is approximately at 694. This includes the Chief Executive Officer, Board members and Staff. The scheme will cater for Member plus five (4) dependants. The cover will include Outpatient and Inpatient, Pre-existing Conditions, HIV/AIDS, Chronic and Congenital conditions, Dental, vaccinations, Family planning, psychiatry, last expense and Annual Medical check-ups.

The Medical Scheme is expected to cover the following:-

#### **1. Inpatient cover**

The In-patient cover benefit shall cater for illnesses requiring hospitalization and will be fully enhanced with pre-existing illnesses, chronic and HIV/aids conditions and will cater for the following benefits:-

- Accidental and illness hospitalization (accommodation, doctor(s)' fees, operating theatre, ICU charges, physiotherapy, prescribed drugs, dressings surgical appliances, X-rays)
- In-patient surgery
- Admission bed (private or semi-private)
- First non-elective and emergency caesarean
- Hospitalization due to dental and optical cases
- Gynecological illnesses
- Post hospitalization benefits
- Ambulance rescue/evacuation (both road and air)
- treatment while in hospital; and
- Discharge from hospital and the cost of treatment thereof.
- Chronic
- Psychiatry
- Congenital
- Two months post maternity and family planning.

#### **2. Outpatient cover:**

The Outpatient scheme shall deal with cases of illness not requiring admission into a hospital and will include examinations, diagnosis and

speedy treatment at health clinics and/or hospitals with the aim of preventing any ailment or illness from growing into cases that require hospitalization and family planning.



The outpatient cover shall encompass the following benefits:

- Routine outpatient consultation;
- Diagnostic Laboratory and Radiology services;
- Prescribed Physiotherapy;
- Prescribed drugs and dressings;
- HIV/AIDS related conditions and prescribed ARVs
- Routine Immunization (KEPI)
- Routine Antenatal checkups (Max 1 U/S exam)
- Postnatal care up to six weeks post-delivery;
- Chronic and recurring conditions;
- Outpatient Emergency Ambulance Services;
- Immunizations;
- Counseling services;
- Specialist opinion on referral basis
- Health Education (wellness programs and family planning)
- Annual pap smear and breast checks for female members and dependents
- Annual prostate checks for male members and dependents
- Terrorism
- Any additional benefits should be specified by the bidder

## **2. Particulars/requirements of medical scheme cover:**

The bidder is expected to provide the following:-

- Full details of what the cover provides
- Eligible expenses included in the in-patient cover
- Eligible expenses included in the out-patient cover
- Full details of cover exclusions i.e. give specific details of each excluded condition
- Dependents eligibility

Specific Medical Scheme benefits and limits are:

### **D. SPECIFIC SCOPE**

#### **i) Out-Patient Cover**

Prospective health provider is expected to work out an acceptable and suitable out-patient cover per family for 150,000.00.

#### **j) In-Patient Cover**

The prospective health provider is expected to work out a comprehensive in-patient cover structure uniformly for the options given below.

This cover includes pre-existing condition, HIV/AIDS, Chronic & Congenital conditions, Dental, Vaccinations, Optical, Family Planning, Psychiatry, Last Expense and Annual Medical check-ups, one (1) month after Maternity (Delivery & Miscarriages) shall be treated as normal illness on loss of cover limits.

### Cover Amount in Kshs.

Grades	Limits in Kshs.	Hospital Bed Facility
1-2 & Board	2,000,000.00	Private
3-4	1,500,000.00	Standard Private
5-14	1,000,000.00	Standard Private

**k) Dental (Fund Managed)**

Dental benefit will be Ksh. 50,000/= each for all groups per family. (within the outpatient cover limit)

**l) Optical**

Optical benefit will be fund managed. Allocation is one million shillings. Benefit per family is Ksh. 50,000/=.

**m) Maternity Cover**

Maternity benefit will be fund managed. Allocation is one million five hundred thousand shillings only. Benefit per family is Kshs. 250,000 for members and spouse only for all groups.

**n) Territorial Limits**

This should be on referral only.

**o) Ambulance and Evacuation Services**

Provision of Air and road evacuations together with ambulance services.

**p) Medical Check-ups**

A comprehensive medical check-up cover for preventive care for principal members and dependants once a year. This will form part of the outpatient cover.

**q) Excess Cover**

a) Excess cover for the scheme is Kshs. four million (4,000,000.00)

b) Excess loss of cover limit on existing conditions of two million

(Kshs. 2,000,000.00)

**r) Last Expense**

This is for Principal Member only at Ksh. 100,000 as part of inpatient cover.

**NB:** The costs for each of the above should be shown separately where applicable. The bid should comprise proposed medical scheme type indicating the benefits and associated costs.

#### 4. Network coverage

The bidder should have extensive and reputable network of Hospitals, Clinics, Pharmacies and Laboratories within easy reach of the members and their dependants. The bidder is required to provide the following:-

- (i) Full details of towns where the insurance company is represented.
- (ii) The appointed hospitals, clinics and doctors all over the country that can be accessed by EPZA employees and their dependants (attach their respective lists).
- (iii) Full details of the medical cover outside Kenya and all exclusions that are applicable.

**NB:** EPZA employees are resident in Nairobi, Athi River, Mombasa, Kitengela and Kisumu. However, their family members (dependants) may not necessarily stay with them but stay up country.

Once in a while, staff may be required to perform their duties out of station or travel within the country or overseas to attend training, seminars or workshops, field work and outreach services to the counties.

The bidder should therefore make provision for such cases in the proposal.

## **5. Case Management**

The bidder is expected to provide details on the following:-

- (i) A detailed description on how the cover is going to be administered.
- (ii) An analysis on how the service provider intends to address the following issues/procedures:-
  - (a) Admission of members into the cover
  - (b) Admission of members with pre-existing and congenital conditions into the cover (give details of the limits for each).
  - (c) Admission of HIV/AIDS related cases to the cover
  - (d) Procedure to be followed for overseas cover
  - (e) Procedure to be followed to procure last expense.

## **6. Claims Settlement Turnaround Time**

The bidder is expected to demonstrate and give details of the claims settlement turnaround time.

**NB:** The time indicated will be used to review the performance of the Tenderer and the underwriter for any future renewal of contract.

## **5. Financial stability**

The bidder should provide documentary prove that they are financially sound and is fully licensed and registered as a medical insurance cover provider.

**NB:** The tender documents must be accompanied with Audited Accounts for the last three years.

## **6. Special medical treatment**

There are cases, which may require special treatment owing to medical history of a member of staff and/or dependent.

The bidder is required to propose on how such a case is dealt with in case it occurs.

## **7. Exclusions and requirements**

The bidder must state clearly requirements, special conditions and/or exclusions applicable to the schemes.

## **8. References and key personnel:**

The bidder must demonstrate its ability, knowledge and experience in the provision of medical insurance services and give details of key personnel charged with management of the medical scheme.

The bidder should give at least (5) five current reputable clients preferably from the public sector and ten (10) from the private sector indicating the type of cover, duration, and premiums for the medical scheme cover provided per each client.

## **9. Cost of the Proposed Staff Medical Scheme**

The proposed scheme will be for one (1) year and the bidder is expected to tender based on the following:-

- The total number of Board Members, Chief Executive Officer, staff and their dependents is 694.
- Dental and Outpatient is charged per family
- Optical and Maternity if fund managed
- Medical checkup is part of outpatient cover
- Last expense is part of inpatient/outpatient cover
- Family planning is part of maternity cover which is fund managed
- One (1) month illness after maternity (Delivery and Miscarriage) and on loss of cover limit will be inpatient/outpatient.
- Cost of administering the fund managed benefits

## **SECTION VI- STANDARD FORMS**

### **Notes on the standard forms**

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

**Form of Tender**

To:.....  
Name and address of procuring entity

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

Gentlemen and/or Ladies:-

1. Having examined the Tender documents including Addenda No. (Insert numbers) ..... the receipt of which is hereby duly acknowledged, we the undersigned, offer to provide Insurance Services under this tender in conformity with the said Tender document for the sum of ....  
.....  
.....[Total Tender amount in words and figures]  
or such other sums as may be ascertained in accordance with the Schedule of Prices attached herewith and made part of this Tender.
2. We undertake, if our Tender is accepted, to provide the Insurance Cover Services in accordance with the conditions of the tender.
3. We agree to abide by this Tender for a period of .....[number] days from the date fixed for Tender opening of the Instructions to Tenderers, and it shall remain binding upon us and may be accepted at any time before the expiration of that period.
4. This Tender, together with your written acceptance thereof and your notification of award, shall constitute a Contract between us subject to the signing of the contract by both parties.
5. We understand that you are not bound to accept the lowest or any tender you may receive.

Dated ..... day.....2017

.....  
(Signature) (in the capacity of)

Duly authorized to sign tender for and on behalf of

.....

## PREMIUM SCHEDULE FORM

### Medical Insurance Cover

#### a) Inpatient Cover Limits

##### **Inpatient cover limit options**

The prospective health provider is expected to work out a comprehensive in-patient cover structure uniformly for the options given below.

This cover includes pre-existing condition, HIV/AIDS, Chronic & Congenital conditions, Dental, Vaccinations, Optical, Family Planning, Psychiatry, Last Expense and Annual Medical check-ups, one (1) month after Maternity (Delivery & Miscarriages) shall be treated as normal illness on loss of cover limits.

#### Cover Amount in Kshs.

Grades	Limits in Kshs.	Hospital Bed Facility
Board & 1	2,000,000.00	Private
2-3	2,000,000.00	Standard Private
4-5	1,500,000.00	Standard Private
6-14	1,000,000.00	Standard Private

Categories	Family size	No families of	Premium per family
<b>Category A. Group 1 ( Board &amp; Grade 1 &amp; 2)</b>	M	7	
	M+1	0	
	M+2	1	
	M+3	3	
	M+4	0	
	M+5	1	
	<b>Total</b>		<b>12</b>
<b>Category B. Group 2 – Grade 3 &amp; 4</b>	M	3	
	M+1	5	
	M+2	3	
	M+3	5	
	M+4	6	
	M+5	5	
	<b>Total</b>		<b>27</b>
<b>Category C. Group 3 – Grade 5-14 &amp; short term contracts</b>	M	24	
	M+1	10	
	M+2	19	
	M+3	33	
	M+4	30	

	M+5	30	
	Total	<b>146</b>	

### **b) Outpatient Cover Limits**

Options for outpatient is

1) 150,000

<b>Outpatient</b>	Family size	No of families	Premium per family
All groups	M	34	
	M+1	15	
	M+2	23	
	M+3	41	
	M+4	36	
	M+5	36	
	Total	<b>185</b>	

c) Dental per family is 50,000.00

d) Excess of loss cover 4,000,000.00 for 694 people and excess of loss of cover limits of Kshs. 2,000,000 for 694 people for pre-existing conditions & existing conditions

e) Maternity is fund managed. The funds are Ksh. 1,500,000.00.

f) Optical is fund managed. The funds are Kshs. 1,000,000.00.

***NB: A List of staff and their dependants is attached***



<b>Dental</b>	Family size	No of families	Premium per family
All groups	M	34	
	M+1	15	
	M+2	23	
	M+3	41	
	M+4	36	
	M+5	36	
	Total	<b>185</b>	

**PREMIUM SUMMARY COSTS.**

<b>Item No.</b>	<b>Description Of Insurance Cover</b>	<b>Total Premium (Kshs.)</b>
<b>1</b>	<b>Inpatient Cost</b>	
<b>2</b>	<b>Outpatient Cost</b>	
<b>3</b>	<b>Dental Cost</b>	
<b>GRAND TOTALS</b>		

**NB: *Annual premium will be paid either once (or on equal installments) at the beginning of the policy.***

**Sign and stamp of the tenderer**

***Note: In case of discrepancy between unit premium and total, the unit premium shall prevail.***

**CONTRACT FORM**

This AGREEMENT is made the \_\_\_\_\_ day of \_\_\_\_\_ 2017  
between  
[name \_\_\_\_\_ of \_\_\_\_\_ Procurement \_\_\_\_\_ entity]  
Procurement of \_\_\_\_\_  
[Country of entity]  
[ herein after called the procuring entity] of the one part  
And \_\_\_\_\_ (city and  
country)

(name of the tenderer) on \_\_\_\_\_ and \_\_\_\_\_ year of  
(hereinafter part):

WHEREAS the Procuring entity invited tenders for the Medical Insurance cover and has accepted a tender by the tenderer for the supply of the services in the sum of \_\_\_\_\_ [contract price in words in figures] (hereinafter called "the Contract Price").

**NOW THIS AGREEMENT WITNESSTH AS FOLLOWS:-**

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Agreement, viz:
  - o the Tender Form and the Price Schedule submitted by the tenderer; the Schedule of Requirements
  - o the Details of cover
  - o the General Conditions of Contract
  - o the Special Conditions of Contract; and
  - o the Procuring entity's Notification of Award
3. In consideration of the payments to be made by the Procuring entity to the tenderer as hereinafter mentioned, the tenderer hereby covenants with the Procuring entity to provide the GPA cover and to remedy defects therein in conformity in all respects with the provisions of the Contract.
4. The Procuring entity hereby covenants to pay the tenderer in consideration of the provision of the services and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the contract at the times and in the manner prescribed by the contract.

IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with their respective laws the day and year first above written

Signed, sealed, delivered  
by \_\_\_\_\_ the \_\_\_\_\_ (for the Procuring entity)  
Signed, sealed, delivered \_\_\_\_\_ (for the tenderer) in the  
by \_\_\_\_\_ the \_\_\_\_\_ presence of

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

## CONFIDENTIAL BUSINESS QUESTIONNAIRE

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.

### 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.....

### Part 2 (b) – Partnership

Given details of partners as follows

	Name	Nationality	Citizenship details	Shares
1.	.....	.....	.....	.....
2.	.....	.....	.....	.....

3. ....

.....

4. ....

.....

Date.....Signature of

Tenderer.....

**Part 2 (c) – Registered Company**

Private or Public

State the nominal and issued capital of company

Nominal Kshs

Issued Kshs.

Name

Nationality

Citizenship details

Shares

1.

.....

2.

.....

3.

.....

4.

.....

Date.....Signature of

Tenderer.....

**TENDER SECURITY FORM**

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

KNOW ALL PEOPLE by these presents that WE [*name of bank*] of [*name of country*], having our registered office at [*name of procuring entity*] (hereinafter called <the procuring entity> in the sum of [*state the amount*] for which payment well and truly to be made to the said procuring entity, the Bank binds itself, its successors, and assigns by these presents. Sealed with the Common Seal of the said Bank this \_\_\_\_\_

Day of ..... 2018

**THE CONDITIONS** of this obligation are:-

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

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

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

[Authorized Signatories and official stamp of the Bank]

*(Amend accordingly if provided by Insurance Company)*