



**PROVISION OF UNDERWRITING SERVICES FOR
STAFF MEDICAL INSURANCE COVER**

TENDER NO. KAA/OT/HQ/0003/2019-2020

JULY 2019

**Managing Director
Kenya Airports Authority
P. O. Box 19001- 00501
NAIROBI.**

**General Manager,
Human Resource Development
Kenya Airports Authority
P. O. Box 19001- 00501
NAIROBI**

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SECTION I - INVITATION TO TENDER

TENDER NO: KAA/OT/HQ/0003/2019-2020 DATE ; 17TH JULY 2019

RE: PROVISION OF UNDERWRITING SERVICES FOR STAFF
MEDICAL INSURANCE COVER

- I.1 The Kenya Airports Authority (KAA) invites proposals from eligible Insurance Underwriters for the provision of staff medical insurance cover for a **period of one year renewable for two more years subject to satisfactory performance.**
- I.2 Interested eligible candidates may obtain further information and inspect tender documents at the office of the General Manager (Procurement & Logistics), 2nd Floor, Kenya Airports Authority Headquarters complex, P. O. Box 19001-00501 Nairobi, during normal working hours or downloaded from Kenya Airports Authority website (www.kaa.go.ke) or Public Procurement Information Portal (www.ppip.go.ke).
- I.3 A complete set of tender documents in English language should be downloaded from Kenya Airports Authority website (www.kaa.go.ke) or Public Procurement Information Portal (www.ppip.go.ke) and thereafter bidders can forward their company's details to tenders@kaa.go.ke so that any addendum/clarifications can be sent to their email address.
- I.4 Prices quoted should be net and must be in Kenya shillings and shall remain valid for **120** days from the closing date of Tender.
- I.5 Completed tender documents serialized from the first to last page including any attachments shall be submitted in plain sealed envelopes clearly marked with the Tender number and name and marked **"DO NOT OPEN BEFORE 1st August, 2019 at 11.00 a.m."** and addressed to:

**Managing Director
Kenya Airports Authority
P. O. Box 19001- 00501
NAIROBI, KENYA**

and deposited in the Tender Box situated on 2nd Floor, Kenya Airports Authority Headquarters.

- I.6 Tenders will be opened immediately thereafter in the presence of the candidates or their representatives who choose to attend at the Conference Room, 1th Floor, Kenya Airports Authority Headquarters complex building.
- I.7 **Any additional information, addendums or clarifications in respect to this tender will be available in our KAA website**

<https://kaa.go.ke/corporate/procurement/> portal All bidders are advised to regularly check the website during the bidding period

The Tender Security of **Kenya Shillings One Million (1,000,000.00) Only** shall be valid for 150 days from the date of tender opening.

- 1.8 Canvassing for the tender by the tenderer or by proxy shall lead to automatic disqualification of their tender.

GM (PROCUREMENT & LOGISTICS)
For: MANAGING DIRECTOR/CEO

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 employees, committee members, board members and their relatives (spouse and children) are not eligible to participate in the tender unless where specially allowed under section 131 of the Act.
- 2.1.3 Tenderers shall provide the qualification information statement that the tenderer (including all members of a joint venture and subcontractors) is not associated, or have been associated in the past, directly or indirectly, with a firm or any of its affiliates which have been engaged by the Procuring entity to provide consulting services for the preparation of the design, specifications, and other documents to be used for the procurement of the services under this Invitation for tenders.
- 2.1.4 Tenderers involved in the corrupt or fraudulent practices or debarred from participating in public procurement shall not be eligible.

2.2 Cost of Tendering

- 2.2.1 The Tenderer shall bear all costs associated with the preparation and submission of its tender, and the procuring entity, will in no case be responsible or liable for those costs. Regardless of the conduct or outcome of the tendering process
- 2.2.2 The price to be charged for the tender document shall not exceed Kshs.5,000/=
- 2.2.3 The procuring entity shall allow the tenderer to review the tender document free of charge before purchase.

2.1 Contents of Tender Document

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

- (i) Instructions to Tenderers
- (ii) General Conditions of Contract
- (iii) Special Conditions of Contract
- (iv) Schedule of Requirements
- (v) Details of Insurance Cover
- (vi) Form of Tender
- (vii) Price Schedules
- (viii) Contract Form
- (ix) Confidential Business Questionnaire Form
- (x) Tender security Form
- (xi) Performance security Form
- (xii) Insurance Company's Authorization Form
- (xiii) Declaration Form
- (xiv) Request for Review Form

2.1.3 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.

2.1 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%

2.1 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

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

2.7 Documents Comprising the Tender

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

- (a) A Tender Form and a Price Schedule completed in accordance with paragraph 2.8, 2.9 and 2.10 below

- (b) Documentary evidence established in accordance with paragraph 2.1.2 that the tenderer is eligible to tender and is qualified to perform the contract if its tender is accepted;
- (c) Tender security furnished in accordance with paragraph 2.12 (if applicable)
- (d) Declaration Form.

2.8. Form of Tender

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

2.9. Tender Prices

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

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

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

2.10. Tender Currencies

2.10.1 Prices shall be quoted in Kenya Shillings

2.11. Tenderers Eligibility and Qualifications

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

2.11.2 The documentary evidence of the tenderer's qualifications to perform the contract if its tender is accepted shall establish to the Procuring

entity's satisfaction that the tenderer has the financial and technical capability necessary to perform the contract.

2.12. Tender Security

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

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

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

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

- a) Cash.
- b) A bank guarantee.
- c) Such insurance guarantee approved by the Authority.
- d) Letter of credit.

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

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

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

2.12.8 The tender security may be forfeited:

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

2.13. Validity of Tenders

2.13.1 Tenders shall remain valid for 60 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

2.1.3 The tenderer shall prepare an original and a copy of the tender, clearly marking each "ORIGINAL TENDER" and "COPY OF TENDER," as appropriate. In the event of any discrepancy between them, the original shall govern.

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

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

2.1 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:

1. be addressed to the Procuring entity at the address given in the Invitation to Tender.
2. bear tender number and name in the invitation to tender and the words, “DO NOT OPEN BEFORE (*day, date and time of closing*)

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

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

2.16. Deadline for Submission of Tenders

2.16.1 Tenders must be received by the Procuring entity at the address specified under paragraph 2.15.2 not later than (*day, date and time of closing*).

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

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

2.17. Modification and Withdrawal of Tenders

- 2.1.3 The tenderer may modify or withdraw its tender after the tender's submission, provided that written notice of the modification, including substitution or withdrawal of the tenders, is received by the Procuring entity prior to the deadline prescribed for submission of tenders.
- 2.17.2 The tenderer's modification or withdrawal notice shall be prepared, sealed, marked and dispatched in accordance with the provisions of paragraph 2.15. a withdrawal notice may also be sent by fax or email but followed by a signed confirmation copy, postmarked not later than the deadline for submission of tenders.
- 2.17.3 No tender may be modified after the deadline for submission of tenders.
- 2.17.4 No tender may be withdrawn in the interval between the deadline for submission of tenders and the expiration of the period of tender validity. Withdrawal of a tender during this interval may result in the Tenderer's forfeiture of its tender security, pursuant to paragraph 2.12.7.

2.18. Opening of Tenders

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

2.1 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.

2.1 Preliminary Examination and Responsiveness

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

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

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

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

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

2.21. Conversion to single currency

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

2.22. Evaluation and Comparison of Tenders

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

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

(2) operational plan proposed in the tender;

(2) 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.

(2) 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.

(2) Deviation in payment schedule

(i) Tenderers shall state their tender price for the payment on schedule outlined in the special conditions of contract.

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

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

2.23. Contacting the Procuring entity

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

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

2.1 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 is qualification or who refuses to enter into a contract after notification of contract award shall be considered for debarment from participating in future public procurement.

2.1 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

2.1 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.

2.1.3 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.

2.1 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.

2.1 Corrupt or Fraudulent Practices

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

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

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

Appendix to Instructions to Tenderers

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

Instruction to tender reference	<i>Particulars of Appendix to instructions to tenderers</i>
2.1	The eligible tenderers are insurance underwriters duly registered with the Insurance Regulatory Authority to underwrite medical insurance business in Kenya.
2.2	A complete set should be obtained from Kenya Airports Authority website (www.kaa.go.ke) or Public Procurement Information Portal (www.ppip.go.ke) and thereafter bidders must forward their company's details to tenders@kaa.go.ke so that any addendum/clarifications can be sent to their email address.
2.14.1	<p>The tenderer shall prepare the tender clearly marking each as follows:</p> <ol style="list-style-type: none"> I. Original Technical Tender and Photostat Copy of the same duly marked as follows: <ol style="list-style-type: none"> A. "Original Technical Tender" and B. "Photostat Copy of the Technical Tender" <p>The Technical Tender should contain all the documents spelt out in this tender <u>except</u> the Form of Tender and the Price Schedules.</p> <ol style="list-style-type: none"> 2. Original Financial Tender and Photostat Copy of the same duly marked as follows: <ol style="list-style-type: none"> A. "Original Financial Tender" and B. "Photostat Copy of the Financial Tender" <p>The Financial Tender should <u>only</u> contain the Form of</p>

	<p>Tender and the Price Schedules.</p> <p>NB- In the event of any discrepancy between Original and Photostat copies, the originals shall govern.</p>
<p>2.15.1</p>	<p>The tenderer shall seal the tenders as follows:</p> <ol style="list-style-type: none"> <li data-bbox="655 456 1447 965">1. “Original Technical Tender” and the “Photostat Copy of the Technical Tender” in separate envelopes, duly marking the envelopes as “ORIGINAL TECHNICAL TENDER” and “PHOTOSTAT COPY OF THE TECHNICAL TENDER”. The envelopes shall then be sealed in an outer envelope with tender reference number KAA/OT/HQ/0003/2019-2020 and Clearly marked “TECHNICAL ENVELOPES AND DO NOT OPEN BEFORE 1ST AUGUST, 2019 AT 11.00 AM” <li data-bbox="655 1016 1447 1525">2. “Original Financial Tender” and the “Photostat Copy of the Financial Tender” in separate envelopes, duly marking the envelopes as “ORIGINAL FINANCIAL TENDER” and “PHOTOSTAT COPY OF THE FINANCIAL TENDER”. The envelopes shall then be sealed in an outer envelope with tender reference number KAA/OT/HQ/0003/2019-2020 and clearly marked “FINANCIAL ENVELOPES AND DO NOT OPEN UNTIL COMPLETION OF THE TECHNICAL EVALUATION” <p>This a two envelop bid tendering process and any bidder who shall combine the technical and financial tenders shall automatically be disqualified.</p>
<p>2.16.1</p>	<p>The deadline for submission of tenders is on 1st August, 2019 at 11.00 am at the Conference Room, 1st Floor, Kenya Airports Authority Headquarters complex building. The tenderers’ representatives who are present shall sign a register evidencing their attendance.</p>

2.18.1	<p>The Procuring entity will only open the Original Technical Tender Envelope and the Photostat Copy of Technical Tender Envelope in the presence of tenderers' representatives who choose to attend the tender opening on 1st August, 2019 at 11.00 am at the Conference Room, 1st Floor, Kenya Airports Authority Headquarters complex building. The tenderers' representatives who are present shall sign a register evidencing their attendance.</p> <p>The Original Financial Tender and the Photostat Copy of the Financial Tender for the tenderers whose technical bids shall be determined to be responsive to mandatory and technical requirements shall be invited in writing for the financial opening at a date to be communicated. Simultaneously the other tenderers shall be notified that their tenders were not successful and the reasons thereof.</p>
2.4.1	<p>The address for the purpose of clarification of tender document is as follows:</p> <p style="text-align: center;">General Manager Procurement and Logistics, Kenya Airports Authority, P.O. Box 19001 00501, Nairobi Kenya Email: tenders@kaa.go.ke</p> <p>The Procuring entity will respond in writing to any request for clarification of the tender documents, which it receives not later than three (3) days prior to the deadline for the submission of tenders, prescribed by the procuring entity</p>
2.9.5	<p>The contract will run for one year from the date specified in the contract and may be renewed twice subject to satisfactory performance. Bidders' quotations should include yearly premiums based on a three (3) years' long-term agreement for financial</p>

	<p>evaluation.</p> <p>This is a Framework Contract and any additional or reduction in requirements during the contract period shall be charged on a pro-rata basis.</p>
2.12.1 & 2.12.3	<p>Tender Security</p> <p>Tender security shall be One Million Kenya Shillings (Kshs.1,000,000). It shall be in any of the following forms:</p> <ul style="list-style-type: none"> (a). Banker's cheque (b). A bank guarantee, (c). Such insurance guarantee as may be acceptable to the Kenya Airports Authority - and listed by Public Procurement Regulatory Authority (PPRA) - policy number must be submitted (d). Letter of credit. <p>The Tender security shall be valid for not less than one hundred and fifty (150) days from tender opening date.</p>
2.13.1	<p>Tenderers shall remain valid for one hundred and twenty (120) days after date of tender opening prescribed by the Procuring entity.</p>
2.20.6	<p>No correction of arithmetical errors. The tender sum as submitted and read out during the tender opening shall be absolute and final.</p>

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 superceded by provisions of other part of the contract

3.3. Standards

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

3.4. Use of Contract Documents and Information

- 3.4.1 The Contractor shall not, without the Procuring entity's prior written consent, disclose the Contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the Procuring entity in connection therewith, to any person other than a person employed by the contractor in the performance of the Contract.
- 3.4.2 The Contractor shall not, without the Procuring entity's prior written consent, make use of any document or information enumerated in paragraph 2.4.1 above.
- 3.4.3 Any document, other than the Contract itself, enumerated in paragraph 2.4.1 shall remain the property of the Procuring entity and shall be returned (all copies) to the Procuring entity on completion of the contract's or performance under the Contract if so required by the Procuring entity.

3.5. Patent Rights

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

3.6 Performance Security

- 3.6.1 Within twenty eight (28) days of receipt of the notification of Contract award, the successful tenderer shall furnish to the Procuring entity the performance security where applicable in the amount specified in SCC
- 3.6.2 The proceeds of the performance security shall be payable to the Procuring entity as compensation for any loss resulting from the Tenderer's failure to complete its obligations under the Contract.
- 3.6.3 The performance security shall be denominated in the currency of the Contract, or in a freely convertible currency acceptable to the Procuring entity and shall be in the form of:
- a) Cash.
 - b) A bank guarantee.
 - c) Such insurance guarantee approved by the Authority.
 - d) Letter of credit.

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

3.7. Delivery of services and Documents

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

3.8. Payment

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

3.8.2. 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

3.9. Prices

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

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

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

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

3.10. Assignment

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

3.11. Termination for Default

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

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

3.11.2 In the event the Procuring entity terminates the contract in whole or in part, it may procure, upon such terms and in such manner as it deems appropriate, services similar to those un-delivered, and the Contractor shall be liable to the Procuring entity for any excess costs for such similar services. However the contractor shall continue performance of the contract to extent not terminated.

3.12. Termination for Insolvency

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

3.13. Termination for Convenience

3.13.1 The Procuring entity by written notice sent to the contractor, may terminate the contract in whole or in part, at any time for its convenience. The notice of termination shall specify that the termination is for the procuring entities convenience, the extent to

which performance of the contractor of the contract is terminated and the date on which such termination becomes effective.

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

3.14 Resolution of Disputes

3.14.1 The procuring entity and the contractor shall make every effort to resolve amicably by direct informal negotiations and disagreement or disputes arising between them under or in connection with the contract

3.14.2 If after thirty (30) days from the commencement of such informal negotiations both parties have been unable to resolve amicably a contract dispute either party may require that the dispute be referred for resolution to the formal mechanisms specified in the SCC.

3.15. Governing Language

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

3.16. Applicable Law

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

3.17 Force Majeure

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

3.18 Notices

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

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

SECTION IV - SPECIAL CONDITIONS OF CONTRACT

These Special Conditions of contract shall apply about this contract. Whenever there is a conflict between the conditions of contract and the special conditions of contract, the provision of the special conditions of contract shall prevail and supersede over the provisions of the general conditions of contract. However any clause included in this section must be consistent with the Public Procurement and Asset Disposal Act, 2015 and the applicable regulations.

Reference of general conditions of contract	Special condition of contract
3.6 Performance security	<p>The underwriter who will be awarded the tender will be required to submit a Performance Guarantee in the form of Bank Guarantee or Cash within 14 days from a registered bank licensed to operate in Kenya acceptable to Kenya Airports Authority. The value of the performance guarantee shall be equivalent to 10% of premium to be paid on each class of Insurance Policy award.</p>
3.7 Delivery of Services	<p>I. Obligations of the Underwriter</p> <p>A. Prohibition of Conflicting Activities Neither the Underwriter nor their personnel shall engage, either directly or indirectly, during the term of this contract, any business or professional activities, which would conflict with the activities assigned to them under this contract.</p> <p>B. Confidentiality The Underwriter and their personnel shall not, disclose any proprietary or confidential information relating to the services, this contract, or the Client's business or operations without the prior written consent of the Client.</p> <p>C. Underwriter' Actions Requiring Client's Prior Approval</p> <p>i. All plans, reports, and other documents and software submitted by the Underwriter shall</p>

	<p>become and remain the property of KAA together with a detailed inventory thereof. The Underwriter may retain a copy of such documents and software.</p> <p>ii. The Underwriter shall not make any changes to the accepted panel of service providers without prior consultation with Kenya Airports Company.</p> <p>D. Removal and/or Replacement of Personnel</p> <p>i. Except as Kenya Airports may otherwise agree, no changes shall be made in the Key Personnel. If, for any reason beyond the reasonable control of the Underwriter, it becomes necessary to replace any of the Key Personnel, the Underwriter shall provide as a replacement a person of equivalent or higher qualifications.</p> <p>ii. If Kenya Airports Authority finds that any of the Personnel have committed serious misconduct or have been charged with having committed a criminal action, or (ii) have reasonable cause to be dissatisfied with the performance of any of the Personnel, then the Underwriter shall, at Kenya Airports Authority written request specifying the grounds thereof, provide as a replacement a person with qualifications and experience acceptable to Kenya Airports Authority.</p> <p>iii. The Underwriter shall have no claim for additional costs arising out of or incidental to any removal and/or replacement of Personnel</p>
3.8 Payment	<p>I. Terms and Conditions of Payment</p> <p>Payments will be made to the account of the underwriter according to the payment schedule stated in the contract. Payment shall be made after the conditions listed in the contract for such payments have been met, and the Underwriter has submitted an invoice to the Client specifying the</p>

	<p>amount due.</p> <p>2. Payment shall be made promptly by the Authority, but not later than thirty (30) days after submission of an invoice/Debit Note acceptable to the Authority</p>
3.9 Price adjustment	<p>Prices</p> <p>The Rates quoted per insured member for services to be rendered shall not vary/change or be subject to any adjustment during the period of the contract save as provided under the Public Procurement and Asset Disposal Act, 2015 and its attendant regulations.</p>
3.18	<p>Assignment</p> <p>The Contractor shall not assign, in whole or in part, its obligations to perform under this Contract, except with the Kenya Airports Authority's prior written consent.</p>
3.19	<p>Termination</p> <p>The Client may terminate this Contract, by not less than seven (7) days' written notice of termination to the Underwriter, to be given after the occurrence of any of the events specified in paragraphs (1) through (4) of this Clause 13 and thirty (30) days' in the case of the event referred to in (6):</p> <ol style="list-style-type: none"> 1. if the Underwriter does not remedy a failure in the performance of their obligations under the Contract, within Seven (7) days after being notified or within any further period as the Client may have subsequently approved in writing; 2. if the Underwriter becomes insolvent or bankrupt; 3. if, as a result of Force Majeure, the Underwriter is unable to perform a material portion of the Services for a period of not less than thirty (30) days; or

	<p>4. If the Underwriter, in the judgment of the client has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.</p> <p>For the purpose of this clause: “Corrupt practice” means the offering, giving, receiving, or soliciting of anything of value to influence the action of an Officer of the Client in the selection process or in contract execution. “fraudulent practice” means a misrepresentation of facts in order to influence a selection process or the execution of a contract to the detriment of the Client, and includes collusive practice among Underwriters (prior to or after submission of proposals) designed to establish prices at artificial non-competitive levels and to deprive the Client of the benefits of free and open competition.</p> <p>5. If KAA in its sole discretion, decides to terminate this Contract due to sub- standard services.</p> <p>6. If the government or industry documents required for performing this tender expire and are not validated.</p>
3.20	<p>Resolution of Disputes</p> <p>Parties shall make every effort to resolve amicably by direct informal negotiation any disagreement or dispute arising between them under or in connection with the contract. If, after thirty (30) days from the commencement of such informal negotiations both parties have been unable to amicably resolve a contract dispute the dispute shall be governed by and interpreted in accordance with the Laws of Kenya and subject to the arbitration. However, any party may proceed to the High court of Kenya should they not be satisfied with the outcome of arbitration.</p>

3.21	<p>Commencement & Duration of Services</p> <p>The Underwriter shall begin carrying out the Services immediately from the date the Contract becomes effective, or at such other earlier date as may be specified in the Contract. The contract shall be renewed annually subject to the satisfactory performance.</p>
3.22	<p>Expiration of Contract</p> <p>Unless terminated earlier pursuant to Clause 3.11, 3.12, 3.13 & 3.17 this Contract shall terminate on satisfactory completion of the Services.</p>

4.1 EVALUATION CRITERIA

The bids shall be evaluated based on their responsiveness to the following Mandatory and Technical requirements. KAA will award the contract to the successful tenderer whose tender has been determined to be the most responsive to the tender. Bidders who will pass the Mandatory requirements will be considered for technical evaluation.

4.2 Mandatory Requirements

4.2	REQUIREMENTS TO BE MET BY THE INSURANCE UNDERWRITER
4.2.1	This a two envelop bid tendering process where the technical and financial bids MUST be submitted in separate envelopes. Any bidder who submits a combined technical and financial tender shall automatically be disqualified at the preliminary stage.
4.2.2	Must submit a copy of valid Certificate of Registration/Incorporation
4.2.3	Must submit a copy of the current registration (License) with the Insurance Regulatory Authority (IRA) as a Medical Insurance Underwriter for the year 2019
4.2.4	Must submit a copy of the Current membership with the Association of Kenya Insurers for the year 2019.
4.2.5	Submit a bid bond of Kshs.1,000,000/= from a bank registered in Kenya or an Insurance Company approved by the Public Procurement & Assets Disposal Authority (PPDA) and must be valid for 150 days from the tender closing date.
4.2.6	Duly completed Form of tender and Price Schedules
4.2.7	Must provide evidence that the company has been in existence and operation for at least 10 years and have been in insurance underwriting business for not less than 10 years.
4.2.8	Must have current paid up capital of at least Kshs.500,000,000/-.
4.2.9	Must have Gross Annual underwritten premium turnover of at least Kshs.2.5 billion in medical business for each of the last three consecutive years i.e. 2018, 2017 and 2016.
4.2.10	Must show evidence of having handled any other medical client of similar or larger volume and complexity as Kenya Airports Authority (KAA) with minimum premium volumes of Kshs.100 million. Attach award letters from four (4) clients evidencing that the underwriter is currently providing them medical cover of a minimum of Kshs.100 million annually.

4.2.11	Must show evidence of having net paid medical related claims of not less than Kshs.1 Billion in each of the last three consecutive years i.e. 2018, 2017 and 2016.
4.2.12	Must have a portfolio balance between motor and non-motor business with gross underwritten premium for motor business not exceeding an average of 30% of the total general business for the last three consecutive years i.e. 2016, 2017 and 2018. Provide copies of audited accounts for each of these years.
4.2.13	Must submit a current CR12. Where one or more of the shareholders is a company (beneficial ownership), the CR12 of such a company shall be provided.
4.2.14	Must submit copy of valid Tax Compliance Certificate
4.2.15	Copy of current Business Permit/Trade License from the county government
4.2.16	<p>Provide CVs and copies of certificates as proof that the underwriter has the following five (5) key members of staff with the requisite qualification as follows :</p> <ul style="list-style-type: none"> (i) Managing Director qualified with a Bachelor's degree, Post Graduate Degree, Membership to a regulated professional body and a minimum of 10 years' experience in Senior Management positions. (ii) Principal Officer qualified with a Bachelor's degree and Certification in Insurance from the College of Insurance or related certification and a minimum of 7 years' experience in Insurance Management positions. (iii) Head of Medical Business qualified with a Bachelor's degree, Membership to a regulated professional body and a minimum of 7 years' experience in Insurance Management positions. (iv) Proposed Account Manager qualified with a Bachelor's degree and Insurance Certification from the College of Insurance or related certification and a minimum 5 years' experience in running similar schemes. (v) Proposed Case Management Staff qualified with a minimum of Diploma in Nursing/Clinical Medicine

	or related field and not less than 3 years' experience in running similar schemes.
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Note:

- i) Any bidder who will not meet any of the above requirements will be disqualified from further evaluation.**

- ii) Bidders must note that due diligence may be carried out on the authenticity of the information provided such as on the Auditor's professional standing from Institute of Certified Public Accountants, Financial statements from the Insurance Regulatory Authority/Association of Kenya Insurers, status of the tax compliance certificate from Kenya Revenue Authority or from any other sources that may be deemed necessary and appropriate or any other documentation provided by the bidder in this process.**

4.3 Technical Evaluation Criteria

Bidders are required to fill table I below and to note that they shall be evaluated on the basis of their responsiveness to these requirements but not limited to the following:

Table I

No. Item					
I. Scheme Benefits		YES	NO	Remarks	
i).	Common chronic and Pre-existing conditions (including HIV/AIDS) covered				
ii).	Limit for Chronic and Pre-existing conditions (including HIV/AIDS) up to full cover amount of Ksh.2,000,000				
iii).	Congenital and Pre-maturity cover as per Clause 2.3				
iv).	Normal Delivery & Caesarian Section (C/S) Ksh.200,000				
vi).	Outpatient Dental as per Clause 4.4				
vii).	Optical as per Clause 4.5				
viii).	In-patient cover for non-accidental dental illness				
ix).	In-patient ophthalmology				
xi).	Road and Air evacuation				
xiii).	Routine Immunization (KEPI, Baby friendly and private vaccines) for all family members				
2. Accommodation and auxiliary benefits		YES	NO	Remarks	
i).	Standard private room for Principal member and Ward bed for Dependents				
vi).	All prescribed diagnostic tests				
vii).	All prescribed therapies (Physiotherapy, Occupational Therapy, etc.)				
viii).	All prescribed procedures				
ix).	All prescribed appliances				
x).	Lodger fees for children up to 12 years				
xi).	Overseas treatment provision				
xii).	Funeral/Last Expense as per Clause 4.6				
xiii).	Group Excess of Loss (EOL) as per Clause 4.7				
xiv).	Rehabilitation for ADA as per Clause				

No. Item				
		3.24		
3. Service Providers		YES	NO	Remarks
i).	All KAA stations covered as per Clause 6.2			
4. Specialists		YES	NO	Remarks
i).	Categories as per bid			
ii).	Regional distribution as per Clause 6.4			
iv).	Primary healthcare consultants			
5. Administration		YES	NO	Remarks
i).	Cost of member/user smart cards			
ii).	No waiting period			
iii).	Additional providers upon request			
iv).	Provision for member utilization statements e.g. through SMS service or Online			
v).	Provided details of claims settlement time			
vi).	Exclusions listed (Clause 12.0)			

Table 2: Technical Evaluation Criteria

No	Description	Guidance Notes	Max Score
1	Prescribed Drugs	Members will be given options to source prescribed drugs at preauthorized chemists to manage costs. If indicated award 1 mark. If not indicated award nil marks	1
2.	Dental care & services subject to annual sub-limits per member including accidental damage to teeth , simple and difficult extractions, fillings (temporary and permanent), dentures, gum, surgery, root	If within limits award 1 mark , if above limits as similar cost to one who is offering the minimum award 2 marks	2

No	Description	Guidance Notes	Max Score
	canal treatment , pulpotomy , minor oral surgery, basic prescribed dentures, braces, crowns and bridges		
3	Treatment for HIV/AIDS related conditions as well as prescribed ARVs, CD-4 count and viral load test and attendance to other opportunistic diseases e.g. TB and cancer;	Where covered up to full inpatient cover limit award 1 mark, if not indicated award nil	1
4.	Routine Immunization (KEPI, Baby friendly and private vaccines) for all family members;	If it includes baby friendly or adult immunizations , award 5 marks , if only KEPI award 1	5
5	Routine antenatal care including ultrasound scan	If not part of maternity award 10 marks , if part of maternity award nil	10
6	Routine post-natal care up to six (6) weeks of cover including prematurity benefit	If not part of maternity award 10 marks , if part of maternity award nil	10
7	Chronic , congenital and recurring conditions	Where covered up to full inpatient cover limit of Kshs.2,000,000 award 10 marks, any other offer award nil	10
8	Psychiatric treatment	Where covered up to full inpatient cover limit award 10 marks, if not indicated award nil	10
9	Outpatient surgical operations	If indicated award 1 mark. If not indicated award nil	1
10	Minor trauma treatment and counseling services	If indicated award 1 mark. If not indicated award nil	1
The inpatient Services should include a minimum of the following			
11	Illness and accidental	Should indicate the ward/bed	2

No	Description	Guidance Notes	Max Score
	hospitalization , hospital accommodation charges	type. If not differentiated (i.e. ensuite, private room or general ward) award 1 mark but if differentiated award 2 marks.	
12	Give a write up on how to handle the issue of bed categorization especially in low cost hospitals where private wards/charges are always lower than the set limits for general ward bed.	If the cover is flexible and allows consideration on case-to-case basis award 10 marks. If not award Nil	10
13	Hospital accommodation for accompanying parent and/or guardian for hospitalized children	If offered for children up to 12 years award 2 marks, if below award 1 mark	2
14	Medical services for pre-existing and chronic conditions including cardiac diseases, asthma, diabetes, pre-existing surgical conditions and cancer and related illnesses. Sub-limits for chronic and congenital conditions shall be 100% of the cover limit i.e Kshs.2,000,000 for all staff.	If sub-limits for chronic and congenital conditions is up to 100% of the cover limit for all staff award 10 marks, if below award nil mark	10
15	Critical illness upon diagnosis and funeral /last expense cover	If indicated award 2 marks. If not indicated award nil	2
16	Riders	If favorable free riders award 2 marks, if unfavorable award nil mark.	2
17	Exclusions	If favorable exclusions award 2 marks, if unfavorable award nil mark.	2
18	Staff coverage while on duty or holiday outside the country.	If indicated award 2 marks. If not indicated award nil	2
19	Emergency road & air evacuation	Where evacuation is indicated award 2 marks and if it covers	3

No	Description	Guidance Notes	Max Score
		East Africa award an extra 1 mark.	
20	Overseas referrals	Where overseas referral is indicated award 2 mark and if not award nil mark	2
21	Post hospitalization benefits for medical conditions that require immediate follow-up treatment after discharge from hospital.	If offered free award 2 marks if at a cost award nil mark	2
22	Provision for accreditation of additional providers upon request	If acceptable award 3 marks if not award nil mark	3
23	Quarterly review meetings & annual member education in all airports	If indicated award 1 mark, if not indicated award nil mark	1
24	Provide a draft comprehensive service level agreement	If provided, award 5 marks. If not provided award nil mark.	5
25	Provision of a twenty four (24) hours contact center	If indicated award 1 mark , if less award nil mark	1
	Total Score		100

Note:

Only bidders who score 80% and above will be considered for financial evaluation and effectively invited for the financial opening of the Financial Tender Envelopes. The bidders who score less than 80% will have their financial envelopes returned unopened.

Bidders must note that due diligence may be carried out on the authenticity of the information provided such as on the Auditor's professional standing from Institute of Certified Public Accountants, Financial statements from the Insurance Regulatory Authority/Association of Kenya Insurers, status of the tax compliance certificate from Kenya Revenue Authority or from any other sources that may be deemed necessary and appropriate or any other documentation provided by the bidder in this process.

Financial Evaluation

The financial evaluation will be based on the lowest evaluated bidder. The tender sum as submitted and read out during the tender opening shall be absolute and final and shall not be subject of correction, adjustment or amendment in any way by any person or entity as required by Clause 82 of The Public Procurement and Asset Disposal Act, 2015.

SECTION V - SCHEDULE OF REQUIREMENTS

TERMS OF REFERENCE AND SCOPE OF SERVICE

TERMS OF REFERENCE - PROVISION OF KAA STAFF MEDICAL INSURANCE COVER

1.0 Background

The Kenya Airports Authority seeks to contract a reputable insurance company (Underwriter) to provide Medical Insurance cover for its staff, their dependents and board members for a period of one (1) year with effect from 1st January, 2020 on a framework basis. KAA may at its own discretion renew the cover for a further period of two (2) years subject to satisfactory performance.

The medical insurance scheme is a fully enhanced cover intended at providing all employees and their dependents with quality health care services on 24 hours basis taking into cognizance the unpredictable nature of sicknesses and/or accidents. The Medical Scheme is expected to cover the following:-

2.0 Inpatient cover

The In-patient cover benefit shall cater for illnesses requiring hospitalization and will be fully enhanced to cover the following conditions and procedures: -

- 2.1 Accident and illness hospitalization (accommodation, doctor's fees, operating theatre, ICU charges, physiotherapy, prescribed drugs, dressings surgical appliances, X-rays and scans;
- 2.2 Medical services for pre-existing and chronic conditions including cardiac diseases, asthma, diabetes, pre-existing surgical conditions and cancer and related illnesses. Sub-limits for chronic and congenital conditions shall be 100% of the cover limit i.e Kshs.2,000,000 for all staff.
- 2.3 Congenital/Neonatal conditions within the limit for chronic conditions;
- 2.4 In-patient surgery;
- 2.5 In-patient diagnostic tests;
- 2.6 Surgical implants, appliances, joint replacements and prostheses;
- 2.7 External aids (wheel chair, corsets, crutches and other orthopedic appliances);
- 2.8 Professional fees for specialist doctors (Surgeons, anesthetists etc.);
- 2.9 Major organ transplant;

- 2.10 Hospital accommodation;
- 2.11 Maternity cover including caesarean cases and ectopic pregnancy;
- 2.12 Hospitalization due to dental and optical accident or disease;
- 2.13 Gynecological illnesses;
- 2.14 Emergency road ambulance services;
- 2.15 Emergency Air Evacuation;
- 2.16 Psychiatry/psychotherapy;
- 2.17 Chemotherapy and radiotherapy;
- 2.18 Non-Accident ophthalmologic and maxillofacial surgery;
- 2.19 Accommodation for accompanying parent/guardian for hospitalized children up to 12 years of age;
- 2.20 Cost for quarantine and isolation where prescribed by the doctor;
- 2.21 Treatment while in hospital;
- 2.22 Discharge from hospital and the cost of treatment thereof;
- 2.23 Post hospitalization benefits; and
- 2.24 Any other service not included above but which may be mutually agreed upon from time to time.

3.0 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.

The outpatient cover shall encompass the following benefits:

- 3.1. Routine outpatient consultation;
- 3.2. Diagnostic Laboratory and Radiology services including X-ray, ultrasounds, ECG, MRI scans, oncology tests etc.;
- 3.3. Prescribed Physiotherapy;
- 3.4. Prescribed drugs and dressings;
- 3.5. Treatment for HIV/AIDS related conditions as well as prescribed ARVs, CD-4 count and viral load test; Attendance to other opportunistic diseases e.g. TB and cancer;
- 3.6. Treatment for pre-existing conditions;
- 3.7. Treatment for chronic and recurring conditions;
- 3.8. Treatment from any injuries sustained as a result of riots, strikes or terrorism, where the member was not part of the rioters;
- 3.9. Chemotherapy and radiotherapy;

- 3.10. Routine Immunization (KEPI, Baby friendly and private vaccines) for all family members;
- 3.11. Routine Antenatal checkups;
- 3.12. Postnatal care up to six weeks post-delivery;
- 3.13. Psychiatry/psychotherapy;
- 3.14. Outpatient Emergency Ambulance Services;
- 3.15. Dental services including extractions, fillings, gum surgery, root canal treatment and basic prescribed dentures, braces, crowns and bridges;
- 3.16. Optical and ophthalmologic services;
- 3.17. Counseling services;
- 3.18. Specialist opinion on referral basis;
- 3.19. Medical examination which is a pre-requisite for various training programmes;
- 3.20. Health Education (wellness programmes);
- 3.21. Annual pap smear and breast checks for female members dependents;
- 3.22. Annual prostate checks for male members and dependents; and
- 3.23. General check-ups for principal member and spouse;
- 3.24. Costs of rehabilitation for alcohol and drug abuse (ADA) of not less than Kshs.300,000/- per admission for principal member and spouse.

Any additional benefits should be specified by the bidder.

4.0 Medical benefits limits

The cover is to be arranged on a **per family shared limit basis** (save for Category 2) as per the level of benefits specified here below. The following cover limits shall apply

4.1. Inpatient cover limits

Category	Name	Cover Limit
Category 1	KAA Staff	2,000,000/= per family
Category 2	KAA Board Members	2,000,000/= Per principal member only

NB: A list of staff and their dependents will be provided.

4.2. Outpatient Limits

Category	Name	Cover Limit
----------	------	-------------

Category 1	KAA Staff	200,000 per family
Category 2	KAA Board Members	100,000 per principal member only

4.3. Maternity

The cover should provide for normal deliveries and caesarian section cases (both emergency and elective) without any limitations as to the number of times one undergoes the caesarian procedure for the principal members or spouses.

Category	Name	Cover Limit
Category 1	KAA Staff	200,000 for principal member or spouse only
Category 2	KAA Board Members	100,000 for principal member only

Please note that this is part of the inpatient cost. Further, the bidder should clearly state how to handle pre-natal and post-natal care.

4.4. Dental

The cover should cater for non-accidental dental including extractions, fillings, gum surgery, root canal treatment and basic prescribed dentures, braces, crowns and bridges or any other treatment as advised by dentist.

Category	Categories	Cover Limit
Category 1	KAA Staff	30,000 per member
Category 2	KAA Board Members	30,000 per member

4.5. Optical

The cover should cater for glasses, frames and replacements and any other treatment as advised by optician.

Category	Categories	Cover Limit
Category 1	KAA Staff	30,000 per member
Category 2	KAA Board members	30,000 per member

4.6. Funeral expense

Kenya Shillings one hundred thousand (100,000) per member.

NB. Last expense is not part of inpatient benefit.

4.7. Group Excess of Loss Cover:

The Bidder should specify provision of group Excess Of Loss (EOL) cover to be provided for up to Kshs.50 Million, The maximum liability per incident for EOL is five million shillings (Kshs.5,000,000/-).

4.8. Special treatment and any exclusions

The Provider should clearly state in writing all exclusions in the proposed cover.

5.0 Membership

The size of a family is a maximum of Member, Spouse and four (4) children (legal by birth or adoption) aged 22 years and below or 25 years if a full time student in a learning institution. Children living with disabilities who depend entirely on the principal member will not have any age limit.

The total membership categorized is as tabulated below.

Category 1: KAA Staff		
Family size	No	Sum
M	248	248
M+1	190	380
M+2	316	948
M+3	456	1824
M+4	414	2070
M+5	310	1860
Population		7330

Category 2: KAA Board members		
Family size	No	Sum
M	6	6
M+1	-	-
M+2	-	-
M+3	-	-
M+4	-	-
M+5	-	-
Population		6

5.1 Legend

M – Principal Member

M + 1 – Principal member + 1 dependant,

M + 2 – Principal member + 2 dependants,

M + 3 – Principal member + 3 dependants,

M + 4 – Principal member + 4 dependants,

M + 5 – Principal member + 5 dependants,

5.2 Population size (Principal + dependants)

Category A (Staff and Management) No. = 7,330

Category B (Directors) No. = 6

6.0 Network Coverage

The bidder should have extensive and reputable network of Hospitals, Clinics, Pharmacies and Laboratories within easy reach of the members and their dependents.

- 6.1 The bidder must include a List of service providers (Hospitals, Clinics, Pharmacies, Medical Practitioners, etc.)
- 6.2 This list should be clearly outlined for each of the services named in 6.1 above as illustrated in the table below:

STATION	NAME OF HOSPITAL(S) /PHARMACY (IES) / CONSULTANT (S)
1. Nairobi	
2. Mombasa	
3. Ukunda	
4. Lamu	
5. Malindi	
6. Eldoret	
7. Lodwar	
8. Kakamega	
9. Kitale	
10. Kisumu	
11. Homa Bay	
12. Garissa	
13. Isiolo	

STATION	NAME OF HOSPITAL(S) /PHARMACY (IES) / CONSULTANT (S)
14.Nanyuki	
15.Lokichoggio	
16.Wajir	
17.Other locations	

6.3 It is preferred that bidders maintain a countrywide network of service providers in all 47 counties accessible to dependents of the Authority's employees.

6.4 The list of service providers shall include but will not be limited to the following:

Mombasa / Coast region

1. The Aga Khan Hospital, Mombasa
2. Pandya Memorial Hospital
3. Mombasa Hospital
4. Jocham Hospital
5. Diani Beach Hospital
6. Star Hospital Malindi
7. Tawfiq Hospital, Malindi
8. Langoni Nursing Home, Lamu

Mid Rift Region

1. Valley Hospital, Nakuru
2. Evan Sunrise Medical Centre
3. Siloam Hospital, Kericho

Eldoret

1. Moi Teaching & Referral Hospital
2. Elgon View Hospital
3. Mediheal Hospital
4. Reale Hospital

Nyanza & South Rift Region

1. Kaplong Hospital
2. Nyangena Hospital
3. Tenwek Hospital

4. Migori:

5. TransMara:

Western Kenya

1. St Elizabeth Hospital, Mukumu
2. St Mary's Hospital, Mumias
3. Friends Hospital, Kaimosi
4. Tanaka Nursing Home, Busia
5. Webuye:
6. Bungoma:
7. Kakamega:

Mt Kenya Region

1. Thika Nursing Home
2. Nanyuki Cottage Hospital
3. Consolata Hospital Nyeri
4. PCEA Tumutumu Hospital
5. Woodlands Hospital Meru
6. ACK Mt Kenya Hospital
7. Embu:

Eastern Region

1. Shalom Hospital, Machakos
2. Bishop Kioko Hospital
3. Kikoko Hospital, Makueni

4. Matuu Nursing Home, Matuu
5. Isiolo:
6. Kitui:

North Eastern Region

1. Garissa Nursing Home
2. Wajir:
3. Mandera:
4. Moyale:

Kisumu & Environs

1. Aga Khan Hospital, Kisumu
2. Port Florence Hospital
3. Milimani Maternity
4. Homa Bay:

North Rift Region

1. Mt Elgon Hospital
2. Cherang'any Nursing Home
3. Lokichoggio:
4. Lodwar:

Nairobi

1. The Aga Khan Univ. Hospital network
2. Avenue Healthcare network
3. Chiromo Lane Medical Centre
4. The Coptic Hospital
5. Gertrude's Children's Hosp. network
6. Karen Hospital & satellites
7. M.P. Shah Hospital
8. The Mater Hospital network
9. The Nairobi Hospital network
10. Nairobi Women's Hospital
11. Nairobi West Hospital
12. AAR Healthcare Ltd network
13. Bliss GVS Healthcare Ltd. network
14. Mariakani Cottage Hospital network
15. Better Living Hospital

- 6.5 The list of consultant medical practitioners must have corresponding addresses and telephone contacts of the relevant medical practitioners, and should reflect a countrywide presence: it shall include but will not be limited to the following categories of medical practitioners:
- (i). Physicians (General, Endocrinologists, Nephrologists, Gastroenterologists, Neurologists, etc.)
 - (ii). Paediatricians and Child Health Specialists
 - (iii). Obstetricians & Gynaecologists
 - (iv). Surgeons (General, Orthopaedic, Otolaryngology, Urology, other)
 - (v). Radiologists
 - (vi). Ophthalmologists
 - (vii). Psychiatrists
 - (viii). Dermatologists
 - (ix). Dental Practitioners
 - (x). Clinical Psychologists/Counselors
- 6.6 The following specialties will be considered as primary care physicians:
- Paediatricians and Child Health Specialists
 - Obstetricians & Gynaecologists
- 6.7 The Bidder shall provide for use of preferred consultants.
- 6.8 The bidder is required to provide the following:-
- Full details of towns where the insurance company is represented.
 - Full details of the medical cover outside Kenya and all exclusions that are applicable.

7.0 Administration of the scheme:

The selected provider will ensure that scheme controls and procedures are not unnecessarily bureaucratic and cumbersome.

- 7.1 The bidder shall be required to clearly state the procedures to be followed by the members in the provision of medical services stating clearly the responsibilities of the parties involved.
- 7.2 The bidders should provide for accreditation of additional providers upon request.
- 7.3 The successful bidder shall be required to provide 24 hour emergency contacts and appoint a scheme contact person who will ensure efficient provision of administrative services including timely response to queries and requests.

- 7.4 There will be no waiting period.
- 7.5 Patients will not be required to pay cash for any covered treatment. In case of cash payment, members will be reimbursed 100% of the expenditure.
- 7.6 The successful bidder shall be required to provide KAA with monthly, quarterly and annual reports on utilization of services including expenditure reports for inpatient and outpatient claims. KAA will also be able to request for reports on needs basis.
- 7.7 The bidder shall be expected to define a clear procedure of identification of employees and their beneficiaries through registration and use of biometric smart card system or other ICT based system, the cost of which should be included in the quote.
- 7.8 The proposal should include the option for topping up the cover where a member has more than the number of dependents provided by the cover or would like to enhance the cover limit.
- 7.9 The Authority shall further negotiate with the successful bidder prior to drawing up of the final contract.
- 7.10 The successful service provider will be awarded a one-year renewable framework contract renewable which allows for additional memberships at the tendered unit prices at the sole discretion of the Authority.

8.0 Case Management

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

- 8.1 A detailed description on how the cover is going to be administered.
- 8.2 A member user guide.
- 8.3 An analysis on how the service provider intends to address the following issues/procedures:-
 - ✓ Admission of members into the cover
 - ✓ Admission of members with pre-existing conditions into the cover
 - ✓ Admission of HIV/AIDS related cases to the cover
 - ✓ Procedure to be followed for overseas cover
 - ✓ Procedure to be followed to procure last expense.

9.0 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.

10.0 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 (3) years.

11.0 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.

12.0 Exclusions and requirements

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

13.0 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 the medical scheme.

The bidder must give evidence of at least three (3) clients indicating the duration and premiums for the medical scheme cover provided per each client.

14.0 Cost of the Proposed Staff Medical Scheme

The proposed scheme will be for a two years framework contract renewable annually at the sole discretion of Authority. The bidder is expected to tender based on the following:-

- Family size (i.e. (The total number of employees and their dependents)
- Total number of Board members
- Dental and Optical
- Maternity
- Inpatient
- Outpatient

- Last Expense

15.0 The successful bidder should factor in toll and parking charges which will be borne by the bidder should there be need to visit the airport.

SECTION VI - PRICE SCHEDULE FOR MEDICAL INSURANCE COVER

Name of tenderer _____ Tender Number _____ Page __ of ____

(i) Price Schedule per Category

A. INPATIENT INSURED

Line No. 1: KAA Staff

Inpatient limit per family – Kshs.2,000,000- KAA Staff							
Family size	Number of families	Premium per family	Total Premium	Training Levy	P.H.C.F	Stamp Duty	Total Premium Payable
M	248						
M+1	190						
M+2	316						
M+3	456						
M+4	414						
M+5	310						

Line No. 2: KAA Board Members

Inpatient limit Per Member – Kshs.2,000,000							
Family size	Number of Members	Premium per family	Total Premium	Training Levy	P.H.C.F	Stamp Duty	Total Premium Payable
M	6						

B. OUTPATIENT INSURED

Line No. 3 : KAA Staff

Outpatient limit per family – Kshs.200,000							
Family size	Number of families	Premium per family	Total Premium	Training Levy	P.H.C.F	Stamp Duty	Total Premium Payable
M	248						
M+1	190						
M+2	316						
M+3	456						
M+4	414						
M+5	310						

Line No. 4: KAA Board Members

Outpatient limit per Member – Kshs.100,000							
Family size	Number of Members	Premium per family	Total Premium	Training Levy	P.H.C.F	Stamp Duty	Total Premium Payable
M	6						

C. DENTAL INSURED

Line No. 5 : KAA Staff

Dental Per Member – Kshs.30,000							
Family size	Number of Members	Premium per family	Total Premium	Training Levy	P.H.C.F	Stamp Duty	Total Premium Payable
M	248						
M+1	380						
M+2	948						
M+3	1824						
M+4	2070						
M+5	1860						

Line No. 6 : KAA Board Members

Dental Per Member – Kshs.30,000							
Family size	Number of members	Premium per Member	Total Premium	Training Levy	P.H.C.F	Stamp Duty	Total Premium Payable
M	6						

D. OPTICAL INSURED

Line No 7: KAA Staff

Optical limit per Insured Member – Kshs.30,000								
Family size	Number of Members	Premium per Member	Total Premium	Training Levy	P.H.C.F	Stamp Duty	Total Premium Payable	
M	248							
M+1	380							
M+2	948							
M+3	1824							
M+4	2070							
M+5	1860							

Line No 8: KAA Board Members

Optical limit per Insured Board Member – Kshs.30,000

Family size	Number of Members	Premium per Member	Total Premium	Training Levy	P.H.C.F	Stamp Duty	Total Premium Payable
M	6						

E. MATERNITY INSURED

Line No 9 : KAA Staff

Cover Limit per person (Principal member or spouse only) – Kshs.200,000

Number of Principal Members	Premium per P. Member	Total Premium	Training Levy	P.H.C.F	Stamp Duty	Total Premium Payable
1934						

Line No. 10 : KAA Board Members

Cover Limit per Board Member – Kshs.200,000

Number of Principal Members	Premium per Principal Member	Total Premium	Training Levy	P.H.C.F	Stamp Duty	Total Premium Payable
2						

F. LAST EXPENSE INSURED – INSURED MEMBERS

Line No. 11: KAA Staff

Per Insured Member - KES. 100,000.							
Class	Number of Families	Total Population	Premium per person	Total Premium	Training Levy	P.H.C.F	Stamp Duty
M	248	248					
M+1	190	380					
M+2	316	948					
M+3	456	1824					
M+4	414	2070					
M+5	310	1860					

Line No 12 : Board Members

Per Insured Member - KES. 100,000.							
Class	Number of Members	Total Population	Premium per person	Total Premium	Training Levy	P.H.C.F	Stamp Duty
M	6	6					

I. PREMIUM SUMMARY TABLES

KAA Staff

LINE NO.	DESCRIPTION	TOTAL PREMIUM
1	Inpatient cost	
3	Outpatient cost	
5	Dental cost	
7	Optical cost	
9	Maternity cost	
11	Funeral expense	
	Other costs	

Total to transfer to Price Schedule for Year I	
---	--

KAA Board Members

LINE NO.	DESCRIPTION	TOTAL PREMIUM
2	Inpatient cost	
4	Outpatient cost	
6	Dental cost	
8	Optical cost	
10	Maternity cost	
12	Funeral expense	
	Other costs	
Total to transfer to Price Schedule for Year I		

- (ii) Price Schedule Summary Form to be submitted together with the Price Schedule per Category and the Form of Tender.

LINE NO.	DESCRIPTION OF INSURANCE COVER	YEAR 1 TOTAL PREMIUM (KSHS.) AS PER SUMMARY TABLES ABOVE	YEAR 2 TOTAL PREMIUM (KSHS.) AS PER UNDERWRITERS ESTIMATIONS	YEAR 3 TOTAL PREMIUM (KSHS.) AS PER UNDERWRITERS ESTIMATIONS
1.	Inpatient Insured- Staff			
2.	Inpatient Insured- Board Members			
3.	Outpatient Insured- Staff			
4.	Outpatient Insured-			

	Board Members			
5.	Dental Insured- Staff			
6.	Dental Insured- Board Members			
7.	Optical Insured- Staff			
8.	Optical Insured- Board Members			
9.	Maternity Insured- Staff			
10	Maternity Insured- Board Members			
11.	Last Expense- Staff			
12.	Last Expense- Board Members			
	Other Costs (Staff and Board Members)			
	Excess of Loss			
TOTAL TO TRANSFER TO FORM OF TENDER				

***Bidders may amend this table accordingly**

***Other costs may include Smart card costs, administration costs etc**

Bidder's Signature: ----- Official Stamp: -----

Date: -----

Note: In case of discrepancy between unit price and total, the unit price shall prevail

SECTION VII - STANDARD FORMS

Notes on the standard Forms

1. **Price Schedule Form** - The price schedule form must be completed and submitted with the tender.
2. **Form of TENDER** - The form of Tender must be completed by the tenderer and submitted with the tender documents. It must also be duly signed by duly authorized representatives of the tenderer.
3. **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: _____ Date _____

Name and address of procuring entity _____

Tender No. _____

Tender Name _____

Gentlemen and/or Ladies:-

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

Year 1: [amount in words and figures]

Year 2: [amount in words and figures]

Year 3: [amount in words and figures]

Total: [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 120 days from the date fixed for Tender opening of the Instructions to Tenderers, and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

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

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

Dated this _____ day of _____ 2019

[Signature]

[In the capacity of]

Duly authorized to sign tender for and on behalf of _____

Contract Form

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

WHEREAS the Procuring entity invited tenders for the 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:
 - (a) the Tender Form and the Price Schedule submitted by the tenderer;
 - (b) the Schedule of Requirements
 - (c) the Details of cover
 - (d) the General Conditions of Contract
 - (e) the Special Conditions of Contract; and
 - (f) the Procuring entity’s Notification of Award
3. In consideration of the payments to be made by the Procuring entity to the tenderer as hereinafter mentioned, the tenderer hereby covenants with the Procuring entity to provide Medical Insurance Cover and to remedy defects therein in conformity in all respects with the provisions of the Contract.
4. The Procuring entity hereby covenants to pay the tenderer in consideration of the provision of the services and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the contract at the times and in the manner prescribed by the contract.

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

Signed, sealed, delivered by _____ the _____ (for the Procuring entity)

Signed, sealed, delivered by _____ the _____ (for the tenderer) in the presence of _____

CONFIDENTIAL BUSINESS QUESTIONNAIRE

You are requested to give the particular indicated in Part I and either Part 2(a), 2(b), or 2(c) Which ever applies to your type of business

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

Part _____ General:

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

Nature _____ of _____ business _____
.....
.....

Registration _____ Certificate _____ No. _____
.....

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

Name of your bankers Branch
.....

Part 2(a) – Sole Proprietor:

Your name in full Age
.....

Nationality Country of origin
.....

Citizenship
details.....

..

Party 2(b) – Partnership

Give details of partners as follows

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

Part 2(c) – Registered Company:

Private or public

.....
.....

State the nominal and issued capital of the company –

Nominal Kshs.. ..

Issued Kshs.....

Give details of all directors as follows

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

Date..... Signature of Tenderer
.....

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

TENDER SECURITY FORM

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

KNOW ALL PEOPLE by these presents that WE [*name of bank*] of [*name of country*], having our registered office at [*name of procuring entity*] (hereinafter called <the procuring entity> in the sum of [*state the amount*] for which payment well and truly to be made to the said procuring entity, the Bank binds itself, its successors, and assigns by these presents. Sealed with the Common Seal of the said Bank this __
_____ day of _____ 20 _____

THE CONDITIONS of this obligation are:-

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

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

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

[Authorized Signatories and official stamp of the Bank]

(Amend accordingly if provided by Insurance Company)

PERFORMANCE SECURITY FORM

To:
[Name of procuring entity]

WHEREAS [name of tenderer]
(Hereinafter called "the tenderer") has undertaken, in pursuance of
Contract No. _____ [reference number of the contract] dated
_____ 20 _____ to _____ supply
.....
[description of insurance services] (Hereinafter called "the Contract")

AND WHEREAS it has been stipulated by you in the said Contract that
the tenderer shall furnish you with a bank guarantee by a reputable bank
for a sum specified therein as security for compliance with the
Tenderer's performance obligations in accordance with the Contract

AND WHEREAS we have agreed to give the tenderer a guarantee:

THEREFORE WE hereby affirm that we are Guarantors and
responsible to you, on behalf of the tenderer, up to a total of
.....
[amount of the guarantee in words and figures], and we undertake to pay
you, upon your first written demand declaring the tenderer to be in
default under the Contract and without cavil or argument, any sum of
money within the limits of
..... [Amount of guarantee] as
aforesaid, without your needing to prove or to show grounds or reasons
for your demand or the sum specified therein.

This guarantee is valid until the _____ day of _____ 20

Signature and seal of the Guarantors

[Name of bank of financial institution]

[Address]

[Date]

(Amend accordingly if provided by Insurance Company)

**LETTER OF NOTIFICATION OF INTENTION TO ENTER
INTO A CONTRACT**

Address of Procuring Entity

To: _____

RE: Tender No. _____

Tender Name _____

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

1. Please acknowledge receipt of this letter of notification signifying your acceptance.
2. The contract/contracts shall be signed by the parties within 30 days of the date of this letter but not earlier than 14 days from the date of the letter.

3. You may contact the officer(s) whose particulars appear below on the subject matter of this letter of notification of award.

(FULL PARTICULARS) _____

SIGNED FOR ACCOUNTING OFFICER

FORM RB I

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

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

BETWEEN

.....APPLICANT

AND

.....RESPONDENT (*Procuring Entity*)

Request for review of the decision of the..... (*Name of the Procuring Entity*)
ofdated the...day of20.....in the matter of Tender
No.....of20...

REQUEST FOR REVIEW

I/We.....,the above named Applicant(s), of address: Physical
address.....Fax No.....Tel. No.....Email, hereby request the
Public Procurement Administrative Review Board to review the whole/part of the
above mentioned decision on the following grounds , namely:-

- 1.
 - 2.
- etc.

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

- 1.
 - 2.
- etc

SIGNED(Applicant)

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

FOR OFFICIAL USE ONLY

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

SIGNED
Board Secretary