

## WOMEN ENTERPRISE FUND

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# **TENDER DOCUMENT**

## **PROVISION OF STAFF COMPREHENSIVE MEDICAL INSURANCE COVER**

**TENDER NO: WEF/ONT/01/08/ 2020-2022**

**CLOSING DATE: TUESDAY, 8<sup>TH</sup> SEPTEMBER 2020 AT  
11.30 AM EAST AFRICAN TIME.**

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**SECTION I - INVITATION FOR TENDERS**  
**Date 1<sup>st</sup> September 2020**

**TENDER REF. NO.** (WEF/OP/INS/01/08/2020/2021)

**TENDER NAME** (PROVISIONS OF STAFF MEDICAL INSURANCE)

- 1.1 The Women Enterprise Fund invites sealed tenders from eligible candidates for staff medical insurance for a period of 2 Years.
- 1.2 Interested eligible candidates may obtain further information from and inspect the tender documents at (Women Enterprise Fund, P.o. Box 17126-00100 Nairobi at NSSF Building Block "A" Eastern wing 11 floor Procurement Office) during normal office working hours. (**8:00 AM-13:00PM and 2:00PM - 5.00PM**).
- 1.3 Prices quoted should be net inclusive of all taxes, and delivery costs, must be in Kenya Shillings and shall remain valid for (90) days from the closing date of the tender.
- 1.4 Completed tender documents are to be enclosed in plain sealed envelopes, marked with the tender number and name and be deposited in the Tender Box at WEF offices on 11<sup>th</sup> floor NSSF building Eastern Wing block 'A' or be addressed to;

**THE CEO/DIRECTOR**  
**WOMEN ENTERPRISE FUND**  
**P.O.BOX 17126-00100**  
**NAIROBI**

So as to be received on or before Tuesday 8<sup>th</sup> **September 2020 at 11:30 am.**

- 1.5 Tenders will be opened immediately thereafter in the presence of the Candidates representatives who choose to attend at Women Enterprise Fund, 12<sup>th</sup> floor boardroom
- 1.6 Any additional information, addendums or clarifications in respect to this tender will be available in our website **www.wef.co.ke**. All bidders are advised to regularly check the website during the bidding period. Bidders who choose to download the tender from our website or public procurement information portal should forward their company's details to ;**info@wef.co.ke** so that any addendum/ clarifications can be sent to their email address.

**Charles Mwirigi**  
**Chief Executive Officer/Director**

## 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 Tender document can be downloaded from our website free of charge. Bidders requiring a hard copy will be charged Kes.1,000.00 for the Tender document.
- 2.2.3 The procuring entity shall allow the tenderer to review the tender document free of charge before purchase.

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

- 2.3.1 The tender documents comprise the documents listed below, and addenda issued in accordance with clause 2.5 of these instructions to tenderers.
- (i) Instructions to Tenderers
  - (ii) General Conditions of Contract
  - (iii) Special Conditions of Contract
  - (iv) Schedule of Requirements
  - (v) Details of Insurance Cover
  - (vi) Form of Tender
  - (vii) Price Schedules
  - (viii) Contract Form
  - (ix) Confidential Business Questionnaire Form
  - (x) Tender security Form
  - (xi) Performance security Form
  - (xii) Insurance Company's Authorization Form
  - (xiii) Declaration Form
  - (xiv) Request for Review Form

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

## **2.4 Clarification of Tender Documents**

2.4.1 A Candidate making inquiries of the tender documents may notify the Procuring entity by post, fax or by email at the procuring entity's address indicated in the Invitation for tenders. The Procuring entity will respond in writing to any request for clarification of the tender documents, which it receives not later than four (4) 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 2 days of receiving the request to enable the tenderer to make timely submission of its tender.

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

## **2.5 Amendment of Tender Documents**

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

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

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

## **2.6 Language of Tenders**

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

## **2.7 Documents Comprising the Tender**

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

- (a) A Tender Form and a Price Schedule completed in accordance with paragraph 2.8, 2.9 and 2.10 below
- (b) Documentary evidence established in accordance with paragraph 2.1.2 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 be Kshs 280,000.00.**

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) A bank guarantee.
- b) Insurance guarantee approved by the Authority (PPRA).
- c) Letter of credit.

- 2.12.5 Any tender not secured in accordance with paragraph 2.12.1. and 2.12.3 shall be rejected by the Procuring entity as non-responsive, pursuant to paragraph 2.20.5
- 2.12.6 Unsuccessful Tenderer's tender security will be discharged or returned as promptly as possible but not later than thirty (30) days after the expiration of the period of tender validity
- 2.12.7 The successful Tenderer's tender security will be discharged upon the tenderer signing the contract, pursuant to paragraph 2.29, and furnishing the performance security, pursuant to paragraph 2.30
- 2.12.8 The tender security may be forfeited:
- (a) if a tenderer withdraws its tender during the period of tender validity.
  - (b) in the case of a successful tenderer, if the tenderer fails:
    - (i) to sign the contract in accordance with paragraph 2.29 or
    - (ii) to furnish performance security in accordance with paragraph 2.30.
  - (c) If the tenderer rejects 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**

- 2.14.1 The tenderer shall prepare an original and a copy of the tender, clearly marking each "ORIGINAL TENDER" and "COPY OF TENDER," as appropriate. In the event of any discrepancy between them, the original shall govern.
- 2.14.2 The original and all copies of the tender shall be typed or written in indelible ink and shall be signed by the tenderer or a person or persons duly authorized to bind the tenderer to the contract. All pages of the tender, except for un-amended printed literature, shall be initialed by the person or persons signing the tender.
- 2.14.3 The tender shall have no interlineations, erasures, or overwriting except as necessary to correct errors made by the tenderer, in which case such corrections shall be initialed by the person or persons signing the tender.

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

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



(a) be addressed to the Procuring entity at the address given in the Invitation to Tender. bear tender number and name in the invitation to tender and the words, “DO NOT OPEN BEFORE (*Tuesday, 8<sup>th</sup> September at 11:30am-*).

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

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

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

Tenders must be received by the Procuring entity at the address specified under paragraph 2.15.2 not later than (*Tuesday, 8<sup>th</sup> September 2020 at 11:30am-*).

2.16.1 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.

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

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

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

2.17.2 The tenderer’s modification or withdrawal notice shall be prepared, sealed, marked and dispatched in accordance with the provisions of paragraph 2.15. a withdrawal notice may also be sent by fax or email but followed by a signed confirmation copy, postmarked no 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**

The Procuring entity will open all tenders in the presence of tenderers’ representatives who choose to attend, at (*Tuesday, 8<sup>th</sup> September 2020 at 11:30am-*).

2.18.1 and in the location specified in the invitation for tenders. The tenderers’ representatives who are present shall sign a register evidencing their attendance

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

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

## **2.19 Clarification of Tenders**

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

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

## **2.20 Preliminary Examination and Responsiveness**

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

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

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

2.20.4 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.

(a) operational plan proposed in the tender.

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

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

(a) Operational Plan

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

(b) Deviation in payment schedule

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

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

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

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

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

## **2.24 Post-qualification**

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

- 2.24.2 The determination will take into account the tenderer financial and technical capabilities. It will be based upon an examination of the documentary evidence of the tenderers qualifications submitted by the tenderer, pursuant to paragraph 2.11.2, as well as such other information as the Procuring entity deems necessary and appropriate
- 2.24.3 An affirmative determination will be a prerequisite for award of the contract to the tenderer. A negative determination will result in rejection of the Tenderer's tender, in which event the Procuring entity will proceed to the next lowest evaluated tender to make a similar determination of that Tenderer's capabilities to perform satisfactorily.

## **2.25 Award Criteria**

- 2.25.1 Subject to paragraph 2.29 the Procuring entity will award the contract to the successful tenderer whose tender has been determined to be substantially responsive and has been determined to be the lowest evaluated tender, provided further that the tenderer is determined to be qualified to perform the contract satisfactorily.
- 2.25.2 To qualify for contract awards, the tenderer shall have the following: -
- (a) Necessary qualifications, capability experience, services, equipment, and facilities to provide what is being procured.
  - (b) Legal capacity to enter 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.

## **2.27 Notification of Award**

- 2.27.1 Prior to the expiration of the period of tender validity, the Procuring entity will notify the successful tenderer in writing that its tender has been accepted.
- 2.27.2 The notification of award will signify the formation of the contract subject to the signing of the contract between the tenderer and the procuring entity pursuant to clause 2.9. Simultaneously the other tenderers shall be notified that their tenders were not successful.

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

## **2.28 Signing of Contract**

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

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

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

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

## **2.29 Performance Security**

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

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 WEF may make the award to the next lowest evaluated tender or call for new tenders.

## **2.30 Corrupt or Fraudulent Practices**

2.30.1 WEF 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.

<b>Instruction to tender reference</b>	<b>Particulars of Appendix to instructions to tenderers</b>
2.1	Open to medical Insurance services companies only-
2.11	As indicated on the evaluation criteria table

2.12.1 – Tender Security	Tender security of kshs. 280,000.00 valid for an additional thirty (30) days after the expiry of the tender validity period
2.12.4	Form of tender security- tender security shall be in the form of a bank guarantee, insurance guarantee approved by the Authority (PPRA) or Letter of credit.
2.15.2 (b)	State day, date and time of tender closing Tuesday, 8 <sup>th</sup> <b>September</b> 2020 at 11:30am-).
2.16.1	As 2.15.2 (b) above Tuesday, 8 <sup>th</sup> <b>September</b> 2020 at 11:30am-).
2.16.3	Bulky tenders that will not fit in the tender box shall be delivered to the procurement unit and will be signed.
2.18.1	As 2.15.2 (b) above
2.2.2	Price to be charged for tender document – <b>No charge, download free from the Women Enterprise Fund website or Public Procurement Information portal (PPIP)</b>
2.22 – The evaluation criteria	See (ii) below

## **TERMS OF REFERENCE (TOR)**

### **ELIGIBILITY: UNDERWRITERS ONLY**

## **TECHNICAL SPECIFICATIONS (TOR)**

### **Terms of Reference for Provision of Medical Insurance Services**

The Women Enterprise Fund (the Fund) was established through Legal Notice No. 147 of the Government Financial Management (Women Enterprise Fund) Regulations, 2007. The Secretariat wishes to procure **Comprehensive Medical Insurance cover** for staff and their legal dependents.

The Fund currently has 78 employees; however, this number is expected to grow hence the cost of additional staff will be prorated. WEF has set aside funds for the provision of medical services for its staff, spouses and their dependents during the financial year 2020/2021. The funds are intended to finance inpatient, outpatient, optical, dental, and maternity services.

The selected medical provider(s) shall ensure that controls and procedures are not unnecessarily bureaucratic and cumbersome. The information to be provided by tenderers shall be detailed and correct to the best of tenderers knowledge and any misrepresentation shall render the tender non-responsive.

## **SCOPE OF SERVICES**

### **Fully Insured Inpatient Medical Insurance**

The envisaged in-patient medical scheme required shall cater for illness requiring hospitalization which includes:

- Admission to hospital
- Treatment while in hospital
- Discharge from hospital and post hospital treatment
- Last Expense

### **Fully Insured Outpatient Medical Insurance Cover**

The envisaged out-patient medical scheme caters for illness that does not require hospitalization. The medical service provider will be expected to provide an improved scheme that entails benefits which ensure members of staff and their eligible dependants receive quality health care possible.

## **A. MEDICAL INSURANCE COVER- SCOPE OF REQUIREMENTS**

The Fund wishes to procure both outpatient and inpatient insurance cover for its staff, their spouses and their legal dependents (up to a maximum of four (4) at the maximum age of 25 years).

### **1. OUTPATIENT INSURANCE COVER**

Subject to limits herein, the Secretariat wishes to procure outpatient insurance cover to cater

for a minimum of the following services:

- i. Outpatient consultations
- ii. Diagnostics examinations, injections and procedures performed at a primary care level in a doctor's consultations room
- iii. Prescribed medicines
- iv. X-rays, pathology, scan and MRI
- v. Antenatal and postnatal
- vi. Minor trauma treatment
- vii. Acute medication
- viii. Pre-existing conditions/HIV & AIDs Cover
- ix. Both KEPI and baby friendly immunizations
- x. Baby wellness clinic
- xi. Annual pap smear and breast checks for female members dependents.
- xii. Annual prostate checks for male members and dependents; and
- xiii. General check-ups for principal member and spouse.

## **2. INPATIENT COVER**

The inpatient cover should provide for a minimum of the following services:

- i. Inpatient consultations and diagnostics examinations and consultations
- ii. Doctors surgeons, anesthetist, operating theater fees and hospital board and accommodation charges in general ward bed
- iii. Physiotherapy fees
- iv. HDU & IC expenses
- v. Drugs, dressings, surgical appliances, laboratory and cost of investigations reasonably incurred by an insured member
- vi. Local rescue and evacuation within the inpatient limit
- vii. Treatment costs by medical practitioners with the Kenya Medical Practitioners & Dentist Board
- viii. Local rescue and evacuation within the inpatient sublimit
- ix. Drugs prescribed by a physician and dispensed by a licensed pharmacist
- x. Other services covered include surgical dressing when necessitated by accidental body injury or diseases
- xi. X-ray, laboratory and physiotherapy fees
- xii. Surgical implants, appliances, joint replacements, and prostheses.
- xiii. External aids (wheelchair, corsets, crutches and other orthopedic appliances);
- xiv. Professional fees for specialist doctors (Surgeons, anesthetists etc.)
- xv. Major organ transplant.
- xvi. Maternity cover including caesarean cases and ectopic pregnancy
- xvii. Chronic/pre-existing/recurrent conditions e.g. heart condition, cancer, asthma, high blood pressure and diabetes
- xviii. Maternity and pregnancy related complications including caesarean
- xix. Congenital illness
- xx. Cost for quarantine and isolation where prescribed by the doctor
- xxi. Treatment while in hospital
- xxii. Discharge from hospital and the cost of treatment thereof.
- xxiii. Post hospitalization benefits



### **3. ADDITIONAL IMPORTANT INFORMATION**

**The following additional benefits should be catered for in the quotation subject to the limits provided:**

- i. Maternity cover (including antenatal and postnatal costs, delivery,(normal and caesarian)
- ii. Last/funeral expense cover.
- iii. Evidence of an installed IT system that provides accurate and up to date information on the administration of the scheme
- iv. The cover Shall Support rehabilitation Programs and Counselling
- v. Shall provide Travel Insurance cover for the insured upon request by the client without any extra cost when travelling outside the country.
- vi. Treatment of COVID-19 and its related complications.
- vii. No form of Capitation allowed.
- viii. NO co-pay.
- ix. The inpatient cover should cater for at least one (1) drug and substance rehabilitation confinement in an institution for the principal employee.
- x. Cover for pre-existing, chronic and congenital conditions.
- xi. HIV/AIDS including treatment for opportunistic infections of HIV conditions and administration of ARV drugs.
- xii. Note that the dependent children shall be covered from 36 weeks to 18 years old and up to 25 years old subject to proof of fulltime learning.
- xiii. No pre-authorization for consultation service for providers on the panel provided members have identification cards. Preauthorization shall only be related to major medical procedures and admissions. The service provider must provide a clear list of preauthorization procedure providing timelines for each process.
- xiv. Provide Scheme information in soft copy on scheme rules and entitlement with full disclosure of all exclusions.
- xv. Declare all exclusions - all exclusions to be expressly declared but not within the medical benefit.
- xvi. Any exclusions that negates a medical benefit will lead to disqualification of the bid.
- xvii. WEF SHALL not accept any award conditions whatsoever from the insurer. Any such conditions of award will be considered failure; alteration refusal to adhere to given quotation by the insurer and the WEF shall be entitled to call on tender security or reject tender.
- xviii. Provide worldwide medical covers for members & dependents
- xix. Emergency evacuation by road and air subject to overall limits
- xx. Non-segregation of the benefits under various headings e.g. drugs, doctor's fees, etc.as long as it is within the overall limit of cover
- xxi. Provide private ward beds for staff subject to limits of the cover
- xxii. Provide identification membership smart cards for all members
- xxiii. Provide 24-hour emergency numbers accessible in cases of emergencies
- xxiv. Provide a comprehensive list of all service providers including hospitals, pharmacies, laboratories, and specialists throughout the country
- xxv. A comprehensive list of what is not covered under your medical scheme
- xxvi. Dental treatment
  - Dental to include filling, extraction, root canal, and scaling polishing, cleaning, braces, dental x rays etc.

xxvii. Optical treatment

- Optical to include treatment for deterioration/ correction of sight and replacement of spectacles/ frames and lenses.
- Optical frames limit of upto Kshs. 18,000
- Prescribed contact lenses within the approved limit

**4. TOTAL PERSONS COVERED IN THE FUND AND THEIR DEPENDANTS**

<b><u>Category</u></b>	<b><u>Family size</u></b>	<b><u>Number of Families</u></b>	<b><u>Number of Lives</u></b>
Directors	M	5	5
WEF Staff	M	14	14
	M+1	10	20
	M+2	10	30
	M+3	29	116
	M+4	10	50
	M+5	5	30
<b>TOTAL</b>		<b>83</b>	<b>265</b>

**5. LIMITS FOR THE MEDICAL SCHEME (INPATIENT/OUTPATIENT/OPTICAL/DENTAL)**

<b>S/NO.</b>		<b>SCHEME</b>	<b>COVER LIMITS ( Ksh)</b>
1.	WEF Staff	Outpatient	Ksh. 250,000 per family
		In patient	Ksh. 1.5 Million per family
		Last Expense	Ksh. 150,000 per each family
		Other Benefits	<ul style="list-style-type: none"> <li>• Outpatient dental- Ksh. 50,000 per family</li> <li>• Outpatient optical- Ksh. 50,000 per family</li> <li>• Maternity- Ksh. 250,000 (normal &amp; caesarian)</li> <li>• Pre-natal and post-natal clinics from outpatient limits</li> <li>• Pre-existing &amp; congenital conditions, critical illness, HIV/AIDS related up to the full inpatient limit</li> <li>• Inpatient Optical and dental</li> <li>• All maternity related complications and maternity matters</li> <li>• Annual medical checkup/wellness of Kshs 15,000 each for staff and spouse where applicable</li> <li>• COVID-19 related illness up to full inpatient limit per family</li> <li>• COVID-19 tests covered under outpatient cover</li> </ul>
2.	Directors	Outpatient	• Ksh. 100,000 per individual
		In patient	• Ksh. 1.5 Million per individual
		Last Expense	• Ksh. 100,000 per individual

		Other Benefits	<ul style="list-style-type: none"> <li>• Outpatient dental- Ksh. 50,000 per individual</li> <li>• Outpatient optical- Ksh. 50,000 per individual</li> <li>• Maternity- Ksh. 250,000 (normal &amp; caesarian)</li> <li>• Pre-existing &amp; congenital conditions, critical illness, HIV/AIDS related up to the full inpatient limit</li> <li>• Inpatient Optical and dental</li> <li>• All maternity related complications and maternity matters up to full inpatient limit</li> <li>• Annual medical checkup/wellness of Kshs 15,000 per individual</li> <li>• COVID-19 related illness up to full inpatient limit per family</li> <li>• COVID-19 tests covered under outpatient cover</li> </ul>
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## 6. NETWORK COVERAGE

The tenderer is required to provide the following:

- i. Full details of towns and regions/counties where insurance underwriting company is represented in Kenya
- ii. The appointed hospitals, Clinics and Doctors all over the country that can be accessed by WEF employees and their dependents classified as high, medium and low cost. Enumerate their respective costs for all the services pertaining to the covers
- iii. Full details of the medical cover outside Kenya and all exclusions that are applicable. This is taking into consideration that WEF is headquartered in Nairobi with representation all over the country.

## 7. UTILIZATION/CASE MANAGEMENT

- i. Give a detailed report on how the cover is going to be administered
- ii. Give an analysis on how the service provider intends to address the following issues/procedures:
  - a. Admission of member into the cover
  - b. Admission of the members with pre-existing conditions into the cover
  - c. Admission of HIV/AIDS related cases to the cover
  - d. Procedure to be followed for overseas cover
  - e. Procedure to be followed to claim last expense

## 8. CLAIM ADMINISTRATION

Give details of the claims settlement turnaround time. Note the time indicated will be used to review the performance of the tenderer and the underwriter in appraising the Service provider yearly.

## 9. STAFF SATISFACTION & TURNAROUND TIME

Provide a dedicated team to handle staff inquiries and turnaround time. Note, turnaround in handling of staff related concerns will be used to review the performance of the tenderer and the underwriter yearly

## 10. FINANCIAL STABILITY

Bidders should provide documentary prove that they are financially sound. The tender documents should be accompanied with Audited Accounts for the last three years (2017/2018/2019).

## 11. SCOPE OF SERVICES

The medical scheme will be expected to provide inpatient, outpatient, dental, optical, last expense, and maternity services as enumerated.

## 12. CONTRACT DURATION

The contract is for a period of two years starting on 22<sup>nd</sup> September 2020 to 21<sup>st</sup> September 2022. Performance review will be done yearly.

### A) EVALUATION CRITERIA

#### STAGE 1: MANDATORY REQUIREMENTS (PRELIMINARY EVALUATION)

##### (II) CRITERIA OF EVALUATION

The method of evaluation will be Merit Point System. The evaluation criteria will be applied as indicated here below: -

		POINTS
1.	<b>PRELIMINARY EVALUATION</b>	<b>MUST MEET</b>
2.	<b>MANDATORY REQUIREMENTS FOR INSURANCE COMPANIES</b>	<b>MUST MEET</b>
	a) Only Licensed Underwriters are eligible.	YES/NO
	b) Must be registered with IRA for the current year 2020 (Submit copy certified by IRA)	YES/NO
	c) Must be registered as members of AKI the current year 2020 (Submit copy certified by AKI)	YES/NO
	d) Dully filled tender documents must be serialized (pages)	YES/NO
	e) Submit Certified Copy of PIN/VAT	YES/NO
	f) Submit Valid Tax Compliance Certificate from KRA	YES/NO
	g) Submit certified copy of Valid NSSF Compliance Certificate	YES/NO
h)	Submit Valid NHIF Compliance Certificate	YES/NO
i)	Submit a Certified Copy of Current Single Business Permit from Local County Government	YES/NO

j)	Submit a Certified Copy of Certificate of Incorporation under the company Act AND the CR12 FOR 2020	YES/NO
k)	List of five (5) reputable clients/accounts currently under cover and whose value must each be at least Kshs. 50,000,000 in the last two years and two of which must be a Government parastatal or county government	YES/NO
l)	Completion of Confidential Business Questionnaire Form	YES/NO
m)	Submit duly completed price schedule in the format provided	YES/NO
n)	Country wide service provider list with well-established medical facilities in every county in Kenya. Bidders must be ready to introduce additional service providers as may be proposed by the procuring entity	YES/NO
o)	Completed proposal must be returned in one (1) original and 1 (1) copy clearly marked, paginated and bound. Any loose paper will lead to disqualification	YES/NO
p)	Tenderers must provide history of any litigation, dispute or arbitration resulting from contracts executed in the last five years (Sworn affidavit).	YES/NO
q)	Claim settlement Declaration: Submit Declaration signed by the CEO/ Principal officer that the claims falling under that policy period shall be honored.	YES/NO
r)	Premium Turnover: Underwriter must have underwritten at <b>least Kshs.4 Billion and above (GENERAL INSURANCE)</b> for the last@3years (2017/2018/2019/) provide books of account for past 3 years.	YES/NO
s)	MUST provide evidence of re-insurance arrangements in place approved by IRA for year 2020	YES/NO
t)	Financial Ratios for the last two (2) years (2018/2019)- Provide separate clear table (format provided) on build up and calculation of the figures for assets, claims and liabilities as supported by the latest audited accounts. The calculations will be certified Financial Ratios format. Underwriters must meet the following minimum acceptable ratio. a. Claim Coverage Ratio = $\frac{\text{Net Liquid Assets}}{\text{Outstanding Claims}}$ (Minimum acceptable ratio is one (1) without factoring Reinsurance) b. Current Ratio = $\frac{\text{Current Asset}}{\text{Current Liabilities}}$ (Minimum acceptable ratio is one (1) without factoring reinsurance arrangements)	YES/NO

**NOTE:**

**(III)The firms that fulfill all the mandatory requirements will proceed to stage two of the evaluation which is technical in nature.**

**(IV) ONLY Bidders meeting the above mandatory requirements will be subjected to Technical Evaluation Criteria and marks assigned as indicated below:**

**STAGE TWO: TECHNICAL EVALUATION**

Insurance Companies will be required to submit evidence for the following Technical evaluation:

<b>Each tenderer for their tender to be considered responsive MUST meet all the MANDATORY REQUIRMENTS FOR THEM TO PROCEED TO THE TECHNICAL EVALUATION</b>		
<b>2.</b>	<b>TECHNICAL EVALUATION OPERATIONS PERFORMANCE &amp; HUMAN RESOURCES</b>	<b>Scores</b>
a)	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. Hospital accommodation for accompanying parent and/or guardian for hospitalized children (lodger fee)	5
b)	Ability to demonstrate with evidence that payment of last expense policy amount will be paid within 48 hours after notification of demise of a member above supporting documents	3
c)	Service Level Agreement (SLA) as a guideline, Inception presentation to all staff at headquarters and regional offices, turnaround periods for claim reimbursements should not exceed 7 days, medical cards should not exceed 14 days, Pre-authorization 2 hours, group utilization reports every 5th day of the month, individual statement quarterly, review meetings, health talks within the cover period at headquarters and regional offices	4
d)	<p><b>Particulars of Appendix to Instructions to Tenderers</b></p> <p>Implementation Methodology - how you will provide medical, and last expense covers to the staff and their dependants. Your implementation plan and methodology should include, but not limited to the following: -</p> <ul style="list-style-type: none"> <li><b>i. Management of additions and exits 1 mark</b></li> <li><b>ii. Members education and sensitization on Healthcare, and Last expense.....1 marks</b></li> <li><b>iii. Portability with no restrictions where members should seek services within the agreed panel of providers...3 marks</b></li> <li><b>iv. Scheme implementation timetable... 1 mark</b></li> <li><b>v. Customer Service methodology 1 marks</b></li> <li><b>vi. Member communications systems... 1 mark</b></li> <li><b>vii. Scheme management &amp; performance reporting structures.....1 mark</b></li> <li><b>viii. Fraud control by employees'/containment systems on prevention of Medical fraud 1 marks</b></li> </ul>	10

	<b>NOTE: MARKS WILL BE AWARDED BASED ON HOW CONVINCING AND REALISTIC THE PROPOSED METHODOLOGY WILL BE, AND AS SUCH FULL MARKS PER BULLET AS OUTLINED ABOVE ARE NOT GUARANTEED.</b>	
e)	Signed contracts with medical travel agency/international hospitals in Africa, India, China, Turkey etc. to provide/facilitate credit treatment facilities for advanced/cost effective treatment options; Ten and above max.	10
f)	points below ten facilities 5mks	
g)	Evidence of having conducted member training/risky survey/customer service for client's country wide	5
	<p>Must provide proposal or methodology of how to.</p> <p>(1) administer the scheme including Messengerial,</p> <p>(2) Dissemination of information,</p> <p>(3) claim coordination,</p> <p>(4) claim settlement and reports.</p> <p>(5) Must provide proposal or methodology of how to deal with claims from undeclared members and unreported</p> <p>(6) Claims incurred off panel and outside the country during travel</p> <p>(7) late reported claims</p> <p>(8) fraud mitigation on the side of service providers</p> <p>(9) cost saving measures in place to safeguard member benefits</p> <p>(10) ability to provide uninterrupted medical services on credit within east Africa</p> <p>(12) any credit facilities provided outside Kenya (east Africa indicate)</p> <p>(11) how to deal with pre-authorization</p> <p>(12) what measures are in place to avoid delays in authorization,</p> <p>(13) how to handle statement reconciliations,</p> <p>(14) how to deal with over payments or underpayments</p> <p>(15) how to deal members who are admitted/outpatient and their benefits have reached limits yet they are in an emergency situation,</p> <p>(16) evacuation measures in place for members,</p> <p>(17) how deal with beneficiaries of members who have passed on/retired during cover period,</p> <p>(18) WEF request for additional service providers in arears not provided and yet our staff are located there indicate if this is allowed,</p> <p>(19) Indicate the procedure followed for international treatment, what happens if a member dies abroad during treatment.</p> <p><b>(Score will be weighted to 15 mks)</b></p>	15
h)	Declaration and Undertaking by the Underwriter on material representation, processing of claim, settlement of claim and No Award conditions.	2
i)	<p>List at least four (4) key senior professional staff and their portfolio/tasks in the format attached: -</p> <p><b>2 Management, 1 Technical and 1 support staff</b></p> <p><b>Technical Capacity 4 Key professional staff each with the following qualifications</b></p>	7

	<p>a. Principal Officer must have a minimum of bachelor's degree plus Managerial postgraduate, and not less than five years' experience as a senior manager in the insurance industry (1 mark)</p> <p>b.3 other staff each with Minimum ACII, equivalent and at least five years' experience in the insurance industry. (1 mark per staff up to a max of 3 Marks) plus two fully qualified Actuary</p> <p>To earn the above marks please attach CVs for the staff showing qualifications and years of experience, copies of academic and professional</p> <p><b>NB: CVs must be signed and stamped by the Head of Human Resource Management</b></p>	
j)	Must provide evidence of the least period used to settle previous claims upon presentation of all required documents.	2
k)	<p><b>Branch Coverage</b></p> <p>Provide certified county government single business permits for all branches for the company (to be certified by a commissioner of oaths) provide contacts for the Branch manager and names (WEF will confirm)</p> <p>Max 10 points</p> <p>i)Above 30 branches...10 Points</p> <p>ii)29 to 20 branches...5 Points</p> <p>iii)Below 20 branches ...2 Points</p>	10
l)	<p><b>Benefit Limit:</b> Highest benefits attract highest Score of 10 and prorated with offered benefit limits. Bed limit should be at the level of standard private room.</p> <p>Provide detailed clearly outline tabulated benefits table with each sub limits clearly indicated in bold or color indicate all exclusions and any other expected limits <b>Other concessions/Wider Coverage, e.g. better Extensions</b></p>	10
m)	<p><b>Capital Adequacy Ratio</b></p> <p>Provide evidence of Capital Adequacy Ratio as per IRA quarterly reports as at DEC 2019 Max 6points</p> <p>i)Above 169%... 6 points</p> <p>ii)168% to 100% ...3points</p> <p>iii)Below 100% ... 1points</p>	6
n)	<p>Current (for 2020) recommendation letters from service providers including the following Hospitals</p> <p>1.NAIROBI HOSPITAL</p> <p>2.KAREN HOSPITAL</p> <p>3.AGHA KHAN HOSPITAL</p> <p>4.GETRUDE HOSPITAL</p> <p>5.NAIROBI WEST HOSPITAL</p> <p>6.NAIROBI SOUTH HOSPITAL</p> <p>7.MATER HOSPITAL etc.</p> <p>Above 7 attracts 4 points below that 2points</p>	4
o)	<b>Directors liability of at least 2 Billion (below that score 3 points)</b>	<b>7</b>



	<b>TOTAL TECHNICAL</b>	<b>100</b>
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1. The commercial evaluation and final ranking of the bids will take into consideration the scope of the cover in relation to the premium, the Policy Excess amounts, exclusion clauses, and other pertinent terms and conditions of tender.

- i. The evaluation committee will determine whether the financial proposals are complete. The cost of items not priced shall be assumed to be included in other costs in the proposal. In all cases, the total price of the financial proposal as submitted shall prevail.
- ii. To qualify for financial evaluation, the bidder must score a minimum of 80 points (80%).

All the tenderers who score minimum required technical score will proceed to financial. The financial bids thereafter would be evaluated accordingly and weighted as per the formula provided.

1. Provide write up showing Actuarial calculations and how you arrived on the proposed premiums.
2. Actuarial projection of the future claims/premiums for the next one year, if the scheme was to renew for another one year
3. Advice management on the appropriate premium to charge considering the future expected claims, management, and other expenses
4. The above calculations/projections to be signed by the head of actuarial department

**Weightage:**

**This section will carry a total of 0.2 of the overall evaluation score.**

**The formula for determining the financial scores is the following:  $FS = 100 \times Fm/F$ , in which FS is the financial score, Fm is the lowest price and F is the price of the proposal under consideration.**

**Medical Insurance Final Total Score and Recommendation for Award**

**The recommendation for award shall take into account both the technical and financial score hence a tenderer with the highest combined score shall be deemed to be the lowest evaluated tenderer.**

**Combined technical and financial scores:**

**The following formula shall be used:  $T.S (80\%) +$**

**$F.S (20\%) = T.T.S (100\%)$  T.S = Technical**

**Score (as evaluated above)**

**F.S = Financial Score (as evaluated above)**

**T.T.S = Total Score**

**Total Score (TTS) = Technical Score (TS) + Financial Score (FS)**

### **3. STAGE THREE- FINANCIAL EVALUATION**

- a) The bidders with the lowest evaluated financial proposals will be recommended for the award of the contract.
- b) Bidders must adhere to the recommended IRA ratings
- c) In case of discrepancy between unit price and total, the unit price shall prevail.
- d) In case there is a tie on the lowest quoted price between two firms, the firm with the highest technical points will be recommended for award.
- e) Financials will carry a weight of 20%

## 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 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) A bank guarantee.
- b) Insurance guarantee approved by the Authority (PPRA)
- c) 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 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**

### **Notes on Special Conditions of Contract**

1. The clauses in this section are intended to assist the procuring entity in providing contract-specific information in relation to corresponding clauses in the General Conditions of Contract
2. The Provisions of Section IV complement the General Conditions of Contract included in Section III, specifying contractual requirements linked to the special circumstances of the procuring entity and the insurance cover required. In preparing Section IV, the following aspects should be taken into consideration.
  - (a) Information that complement provisions of Section III must be incorporated; and
  - (b) Amendments and/or supplements to provisions of Section III, as necessitated by the circumstances of the specific insurance cover required must also be incorporated.
3. Where there is a conflict between the provisions of the special conditions of contract and the provisions of the general conditions of contract, the provisions of the special conditions of contract shall prevail over the provisions of the general conditions of contract.
4. Any clause to be included in this section must be consistent with the applicable public procurement law and regulations.



## SECTION IV – SPECIAL CONDITIONS OF CONTRACT

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

Reference of general conditions of contract	Special condition of contract
3.6 Performance security	Performance security is a requirement for this tender and the and the successful tenderer will be required to submit performance security at the rate of 10% of the total tender sum prior to contract signing.
3.7 Delivery of Services –Duration of cover	Two-year contract. second year is subject to 1 <sup>st</sup> year performance
3.8 Payment	The Annual premium will be paid at the beginning of the policy each year
3.9 Price adjustment	No variation in or modification to the terms of contract shall be made except by written amendments signed by the parties.
3.16 Applicable law	Laws of Kenya
3.18 Notices	Women Enterprise Fund P.O Box 17126-00100 Nairobi

## SECTION V - SCHEDULE OF REQUIREMENTS

### Notes for preparing Schedule of Requirements.

1. The schedule of Requirements shall be included in the tender documents by the procuring entity and shall cover, at the minimum, a description of the insurance cover to be provided and full particulars of the same.
2. The objectives of the schedule of requirements is to provide sufficient information to enable tenderers to prepare their tenders comprehensively, efficiently, and accurately. In particular the price schedule for which a form is provided in Section VI must be carefully completed.
3. In addition, the schedule of requirements together with the price schedule should serve as a basis in the event of services variation at the time of award of contract pursuant to instruction to tenderers paragraph 2.26

## SECTION VI - SCHEDULE OF REQUIREMENTS

### 1. (DETAILS OF INSURANCE COVERS)

No.	Particulars of Insurance	Value to be insured	Risks to be covered
1.	Staff medical insurance cover	As per the specification indicated	As per the specification/Terms of references.
2.			
3.			

## SECTION VII - STANDARD FORMS

### Notes on the standard Forms

- 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.
- Price Schedule Form**- The price schedule form must similarly be completed and submitted with the tender.
- 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.
- Confidential Business Questionnaire Form** - This form must be completed by the tenderer and submitted with the tender documents.
- 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.
- Performance security Form** - The performance security form should not be completed by the tenderer at the time of tender preparation. Only the successful tenderer will be required to provide performance security in the form provided herein or in another form acceptable to the procuring entity.

**Form Of Tender**

To: \_\_\_\_\_  
Name and address of procuring entity

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

Gentlemen and/or Ladies: -

1. Having examined the Tender documents including Addenda No. (Insert numbers) ..... the receipt of which is hereby duly acknowledged, we the undersigned, offer to provide Insurance Services under this tender in conformity with the said Tender document for the sum of .....  
.....[Total Tender amount in words and figures]  
or such other sums as may be ascertained in accordance with the Schedule of Prices attached herewith and made part of this Tender.

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

3. We agree to abide by this Tender for a period of .....[number] days from the date fixed for Tender opening of the Instructions to Tenderers, and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

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

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

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 2020

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

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

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

**Price Schedule Form**

ITEM NO.	DESCRIPTION OF INSURANCE COVER	ANNUAL PREMIUM (KSHS.)
1.		
2.		
3.		
4.		

## 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 the  
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 1 and either Part 2(a), 2(b), or 2(c) Whichever applies to your type of business

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

Part \_\_\_\_\_ General:

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

Maximum value of business which you can handle at any one-time Kshs. \_\_\_\_\_  
 .....  
 Name of your bankers \_\_\_\_\_ Branch \_\_\_\_\_  
 .....

Part 2(a) – Sole Proprietor:

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

Party 2(b) – Partnership  
 Give details of partners as follows

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

Part 2(c) – Registered Company:

Private \_\_\_\_\_ or \_\_\_\_\_ public \_\_\_\_\_  
 .....

State the nominal and issued capital of the company –

Nominal Kshs.. .....

Issued Kshs.....

Give details of all directors as follows

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

Date..... Signature of 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 AWARD**

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 1**  
**REPUBLIC OF KENYA**  
**PUBLIC PROCUREMENT ADMINISTRATIVE REVIEW BOARD**

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

BETWEEN

.....APPLICANT

AND

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

Request for review of the decision of the..... (*Name of the Procuring Entity*) of  
.....dated the...day of .....20.....in the matter of Tender No.....of  
.....20...

**REQUEST FOR REVIEW**

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

- 1.
  - 2.
- etc.

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

- 1.
  - 2.
- etc

SIGNED ..... (Applicant)

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

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**FOR OFFICIAL USE ONLY**

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

SIGNED  
Board Secretary