



TENDER NO. NEMA/T/12/2019-2020

FOR

PROVISION OF MEDICAL INSURANCE COVER (IN AND OUT-PATIENT).

(INSURANCE BROKERS ONLY)

CLOSING TUESDAY 13th AUGUST 2019 AT 11:00 AM.

**NEMA, ELAND HOUSE, POPO ROAD, OFF MOMBASA ROAD P.O. BOX 67839 – 00200
NAIROBI.**

Email: procurement@nema.go.ke

Website: www.nema.go.ke

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INTRODUCTION

National Environment Management Authority, NEMA is an Authority established to exercise general supervision and co-ordination over all matters relating to the Environment and to be the principal instrument of Government in the implementation of all policies relating to the environment.

The National Environment Management Authority wishes to engage the services of an eligible and competent **Insurance Brokerage Firm** for the provision of **Comprehensive Medical Insurance Cover (In and Out-Patient) from 1st September 2019 to 31st August 2020.**

Interested eligible candidates are expected to comply with the requirements of the standard tender document for insurance services. The eligible candidate should also furnish us with the **Mandatory** requirements stipulated under the **Special Conditions of Contract contained in SECTION IV of this tender document.**

EVALUATION CRITERIA

The mandatory requirements contained in APPENDIX TO INSTRUCTIONS TO TENDERERS & SECTION IV of this tender document will form the basis of the evaluation criteria.

TENDER SECURITY

The interested eligible candidates must submit tender security of 2% of their tender sum in form of a bank guarantee.

SECTION 1 - TENDER NOTICE

TENDER NO. NEMA/T/12/2019-2020 FOR PROVISION OF COMPREHENSIVE MEDICAL INSURANCE COVER (IN AND OUT-PATIENT) FOR NEMA STAFF AND BOARD MEMBERS.

- 1.1 The National Environment Management Authority wishes to engage the services of eligible and competent Insurance brokerage Firm for provision of a Comprehensive Medical Insurance Cover (In and Out-patient), from 1st September 2019 to 31st August 2020.
- 1.2 Interested eligible candidates may obtain further information from and inspect the tender documents at NEMA headquarters procurement section during normal working hours.
- 1.3 A complete set of tender documents may be obtained by interested candidates upon payment of non-refundable fees of Kshs 1,000/= in Bankers Cheque OR CASH deposits payable to **NEMA Revenue Account, KCB Bank – KICC Branch, Account Number 1102298158**, and submit the deposit slip, at the **cash office on Ground Floor**. NEMA Headquarters.

Prospective bidders may also download the Tender documents free of charge from our website www.nema.go.ke or from the Public procurement portal www.tenders.go.ke. Bidders who will download the tender documents must forward their company details to this email; procurement@nema.go.ke to facilitate subsequent clarifications and/or addendum. The particulars should include Name of the Firm, Address, Telephone Number, Email and Tender Name and Tender number.

- 1.4 Completed tender documents are to be enclosed in plain sealed envelopes marked with tender reference number and be deposited in the Tender Box at NEMA headquarters or be addressed to:
THE DIRECTOR GENERAL, NATIONAL ENVIRONMENT MANAGEMENT AUTHORITY, ELAND HOUSE, POPO ROAD, OFF MOMBASA ROAD P.O. BOX 67839 – 00200 NAIROBI. So as to be received on or before 13th August 2019 at 11.00 A.M.
- 1.5 Prices quoted should be net inclusive of all taxes and delivery must be in Kenya Shillings and shall remain valid for (120) days from the closing date of the tender.
- 1.6 Tenders will be opened immediately thereafter in the presence of the Candidates or their representatives who choose to attend at NEMA Headquarters.

CHIEF PROCUREMENT OFFICER

For: DIRECTOR GENERAL

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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.1,000/=
- 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 the 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

2.3.2 The Tenderer is expected to examine all instructions, forms, terms and specification in the tender documents.

2.3.3 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 rejection of its tender.

2.4 Clarification of Tender Documents

2.4.1 A Candidate making inquiries of the tender documents may notify the Procuring entity by post, fax or by email at the procuring entity's address indicated in the Invitation for tenders. The Procuring entity will respond in writing to any request for clarification of the tender documents, which it receives not later than seven (3) days prior to the deadline for the submission of the tenders, prescribed by the procuring entity. Written copies of the Procuring entities response (including an explanation of the query but without identifying the source of inquiry) will be sent to all candidates who have received the tender documents.

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

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

2.5 Amendment of Tender Documents

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

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

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

2.6 Language of Tenders

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

2.7. Documents Comprising the Tender

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

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

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

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

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

2.10. Tender Currencies

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.

- (c) 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 90 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 **Tenderer shall prepare a Technical Proposal and Financial Proposal each with one copy to be submitted before or on 13th August 2019 11.00 am. 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 13th August 2019.**

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 13th August 2019 at 11.00 A.M.**

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 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**

The Procuring entity will open all tenders in the presence of tenderers' representatives who choose to attend, at **NEMA HEADQUARTERS 11.00am, 13th August 2019.**

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:-

- (b) Necessary qualifications, capability experience, services, equipment and facilities to provide what is being procured.
- (c) Legal capacity to enter into a contract for procurement
- (d) 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.
- (e) 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 its qualification or who refuses to enter into a contract after notification of contract award shall be considered for debarment from participating in future public procurement.

2.27 Notification of Award

- 2.27.1 Prior to the expiration of the period of tender validity, the Procuring entity will notify the successful tenderer in writing that its tender has been accepted.
- 2.27.2 The notification of award will signify the formation of the contract subject to the signing of the contract between the tenderer and the procuring entity pursuant to clause 2.9. Simultaneously the other tenderers shall be notified that their tenders were not successful.
- 2.27.3 Upon the successful Tenderer's furnishing of the performance security pursuant to paragraph 2.29 the Procuring entity will promptly notify each unsuccessful Tenderer and will discharge its tender security, pursuant to paragraph 2.12

2.28 Signing of Contract

- 2.28.1 At the same time as the Procuring entity notifies the successful tenderer that its tender has been accepted, the Procuring entity will simultaneously inform the other tenderers that their tenders have not been successful.
- 2.28.2 Within fourteen (14) days of receipt of the Contract Form, the successful tenderer shall sign and date the contract and return it to the Procuring entity.
- 2.28.3 The contract will be definitive upon its signature by the two parties.
- 2.28.4 The parties to the contract shall have it signed within 30 days from the date of notification of contract award unless there is an administrative review request.

2.29 Performance Security

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

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

2.30 Corrupt or Fraudulent Practices

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

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

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

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.

(I) Provisions of Appendix to instructions to Tenderers

Instructions to Tenderers	to	Particulars of appendix to instructions to tenderers
2.31.1		Particulars of eligible tenderers: Eligible tenderers shall be Kenyan registered brokers facilitating Medical Insurance with valid operation license issued by Insurance Regulatory Authority (IRA) – Kenya. The eligible broker should submit the tender to offer the sort service from his best underwriter. Submission of more than one underwriter will lead to disqualification.
2.31.2		Price to be charged for tender documents. Kshs.1,000 for those who purchase a hard copy while those who download the document from

	NEMA website/National Treasury public procurement Portal will obtain it free of charge
2.31.3	Particulars of currencies allowed. Kenya Shillings Only
2.31.4	Particulars of tender security is 2% of tender sum valid for 120 days after date of tender opening.
2.31.5	Form of Tender Security: The Tender Security shall be in the form of a guarantee from a reputable bank or an insurance company approved by PPRA. Self-guaranteed tender security not allowed.
2.31.6	Validity of Tenders: Tenders Shall remain valid for 90 days after date of tender opening.
2.31.7	Bulky tenders which do not fit in the tender box shall be delivered to the Head, Supply Chain Office at NEMA offices in South C.
2.14.1	The bid document should be serialized with a clear table of content outlining the submitted documents.
2.15.2 (b)	The Financial proposal shall be opened after completion of technical evaluation. Only Financial Proposal for technically responsive bidders shall be opened. Financial Proposal for technically nonresponsive bidders shall be not be opened.
2.20 & 2.22	In addition, the evaluation criteria provided in the special condition of contract shall be taken into account
2.31.8	<p>EVALUATION CRITERIA</p> <p>The proposals will be evaluated in Three stages as follows;</p> <ol style="list-style-type: none"> 1) Preliminary (mandatory) evaluation. 2) Technical evaluation- Pass mark of 85% . 3) Financial evaluation. Lowest evaluated broker.

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 Service provider 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 Service provider 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 Service provider.

3.9. Prices

- 3.9.1 Prices charged by the Service provider 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 Service Provider 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 Service Provider terminate this Contract in whole or in part:

- (a) If the Service Provider 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 Service Provider 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 Service Provider shall be liable to the Procuring entity for any excess costs for such similar services. However the Service Provider 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 Service Provider if the Service Provider 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 Service Provider 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 Service Provider 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 Service Provider contractor an agreed amount for partially completed services.

3.14 Resolution of Disputes

3.14.1 The procuring entity and the Service Provider 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 Service Provider 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 Service Provider 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

4. Special Conditions of Contract shall supplement the General Conditions of Contract. Whenever there is a conflict, the provisions herein shall prevail over those in the General Conditions of Contract.

4.1 Tendering Notes

4.1.1 The Tenderer is required to check the number of pages and if any is found to be missing or in duplicate or the figure or writing indistinct, then NEMA must be informed at once and have the same rectified.

4.1.2 Should the Tenderer be in doubt about the prices, meaning of any item, word or figure for any reason whatsoever or observe any apparent omission of words or figures, he must inform NEMA in order that the correct meaning may be decided upon before the date for submission of the Tender.

4.1.3 No liability whatsoever will be admitted nor is claim allowed in respect of errors in the Tenderer's Tender due to mistakes which should have been rectified in the manner described above.

4.1.4 It is the sole responsibility of the tenderer to ensure all the documents submitted are well bound and NEMA shall not take any responsibility or liability for any loss or misplacement of loose documents.

4.1.5 The Tenderer shall not alter or otherwise qualify the text of this Tender Document. Any alteration or qualification made without authority will be ignored and the text of the Tender Document as printed will be adhered to.

4.1.6 The Tenderer shall ensure that the conditions set out below are met in full. Failure to provide the same shall lead to rejection of the tender.

4.1.7 The Insurance broker shall be required to demonstrate honesty and integrity in handling and delivery of the required services within the stipulated time. They shall also be required to exhibit professionalism through prompt response to queries on policy wording and interpretation. Please note that this will form part of NEMA's assessments on performance through the contract period and failure to meet the above may jeopardize future business with NEMA. Any Insurance broker with past adverse performance shall be eliminated at preliminary stage.

4.1.8. A broker should make one submission from his best Underwriter. Any submission of more than one Underwriter shall render the broker unresponsive.

4.1.8 The duration of the contract shall be one (1) year.

4.1.9 The procurement entity also retains the right to terminate the contract at any stage on the basis of poor performance on the part of the Insurance broker.

4.1.10 The tender is open to brokers only.

4.1.11 EVALUATION OF BIDS

4.1.12 Preliminary Evaluation

The Bids (both the brokers and underwriters) shall undergo preliminary evaluation for compliance with Mandatory requirements listed below and firms that do not comply with the mandatory requirements will be disqualified:

4.1.13 EVALUATION CRITERIA

The tender shall be evaluated in three stages namely:-

- Mandatory Evaluation of Brokerage Firms
- Mandatory Evaluation of Underwriter as proposed by the broker. (One underwriter per broker).
- Technical evaluation -85% /100% shall be the Pass mark.
- Financial evaluation. –Lowest evaluated Bidder shall be recommended for award.

(a) Conditions to be met by the Brokerage Firms in the preliminary evaluation.

N O	Item Description	Reference (Indicate the Serial number of your tender where evidence is provided)	Yes/No.
1	Submission of an (original and copy) of Tender. Technical and financial proposals to be submitted in separate envelopes and be well labelled. <i>A broker should make one submission from his best Underwriter. Any submission of more than one Underwriter shall render the broker un responsive.</i>	N/A	
2	Certificate of incorporation copy of the brokerage firm		
3	Valid Tax Compliance Certificate(Attach copy)-To be confirmed through TCC		
4	Copy of the current membership certificate of the Association of Insurance Brokers of Kenya (AIB).(2019)		
5	Submission of a duly completed Confidential Business Questionnaire		

6.	Copy of valid Certificate of Registration with Insurance Regulatory Authority as an Insurance Broker. The Broker MUST have been in existence as an Insurance Broker for at least five (5) Years.		
7.	Submission of Tender Form duly completed and signed	In the financial proposal. (Indicate page in the financial proposal).....	
8	Submission of valid Tender Security amounting to 2% of the tender sum valid for 90 days and additional 30 days after tender opening.		
9	Submission of Declaration Form duly completed and signed.		
10	Copies of the Audited financial statements for the last three (3) years. (Not Annual Reports)		
11	Evidence of valid professional indemnity policy of at least Ksh.100 million with a reputable underwriter		
12	Attach a CR12 form obtained from the Attorney General's office showing the shareholders of the firm, citizenship or a list of directors of shareholders, shareholding and citizenship or a sworn affidavit of the directors of the company.		
13	List of 4 lead Officers proposed for execution of the services being sought in this tender; Their Titles in the firm and CV indicating the academic and professional qualifications and experience.		
14	Attach Authorization letter from the proposed Underwriter		

(b) **Conditions to be met by the Underwriting Firms in the preliminary evaluation.**

NO	Item Description	Reference (Indicate the Serial number of your tender where evidence/ information is provided)	YES/NO
1.	Should be limited liability companies registered under the Companies Act. Attach certificate of incorporation		
2.	Must have been in existence for a minimum period of five (5) years. Attach evidence.		
3.	Must have been underwriting the quoted business for a minimum period of seven (5) years. Attach evidence		
4.	Must indicate physical address and registered office (copy of lease or tenancy agreement)		
5.	Must attach valid tax compliance certificate. To be verified through TCC		
6.	Attach a CR12 form obtained from the Attorney General's office showing the shareholders of the firm, citizenship or a list of directors of shareholders, shareholding and citizenship or a sworn affidavit of the directors of the company.		
7.	Must be licensed by the Commissioner of Insurance/ Insurance Regulatory Authority (IRA) for the Year 2019 and a copy of current license submitted together with the Tender.		
8.	Must be a Member of the Association of Kenya Insurers (AKI) and a copy of the current Membership certificate submitted together with the Tender.		
9.	Must submit a list of at least five (5) reputable clients with a minimum of 300 Employees (excluding NEMA) in the last three years and indicate the clients' premium together with contacts of the client. The Authority reserves the right to verify information provided.		
10.	Must submit copies of the audited financial statements for the last (3) three years.2018, 2017 & 2016.		

11.	The scheme must be administered through a SMART Card (attach sample smart card).		
12.	The underwriter must meet the following liquidity and solvency parameters: Solvency Ratio i.e. Debts to Assets Ratio – acceptable threshold shall be a maximum of 2. Claims Coverage Ratio i.e. Net Liquid Assets to Outstanding Claims Ratio – <i>the acceptable threshold shall be a minimum of 1</i> Current Ratio i.e. Current Assets to Current Liabilities Ratio – <i>the acceptable threshold shall be a minimum of 1.</i>		
13.	Must provide a comprehensive list of service providers which shall include, Hospitals, Doctors/ Specialists, Pharmacy, etc. and of wide coverage		
14	Must have a paid-up capital of equal or greater than Ksh. 500Million. Attach proof		
15	Must submit evidence of qualification for CEO and Principal with a University Degree, Professional qualification from college of Insurance or ACII and over ten years' experience in Insurance.		
16	Must have net paid claims in medical line of business of K.sh 1,000,000,000 each year in the last 3 Three years i.e. 2016, 2017 and 2018.		

C) Technical Evaluation. Combined for the Broker and the Underwriter.

At the technical evaluation stage, the bids shall be subjected to the technical evaluation criteria as stipulated in the table below. The maximum score shall be 100%. Pass mark to proceed to financial evaluation is 85% and above out of 100%.

NO	EVALUATION CRITERIA	MAX SCORE	Score
1.	Evidence of the broker's ability and capability to provide the insurance services tendered for <ul style="list-style-type: none"> • Qualifications and experience of key personnel (5no.) and capacity to deliver service (10 marks) • Demonstration of resolution of complaints by at least 5 clients served in the last 3 years. (1 mark for each client up to a maximum of five clients). (5mks) 	20	

	<ul style="list-style-type: none"> • Demonstration of use of IT in claims management (5 marks) 		
2.	Submission of evidence by the broker firm of provision of details of service including turnaround time for settlement of claims. Attach evidence of claims handled in the last 3 years and settlement timelines to prove technical capability to handle claims of over Ksh. 50m (<i>10 marks</i>)	10	
3.	Strength of the Insurers used (Underwriter) (refer to Solvency, Claims Coverage Ratio and Current Ratio). (Note that minimum score for Insurers is Mandatory. Additional marks are awarded for strength of Insurer)	15	
4.	Particulars of professional indemnity cover held by the broker (Kshs.200,000,000 and above)	5	
5.	Provision of a list of five (5) current and reputable clients (excluding NEMA) for whom similar insurance services are being offered and duly completed Clients Reference Forms for each of the clients) 1 mrk for each.	5	
6.	Demonstration of financial soundness with an annual gross premium of at least Kshs. 300,000,000 and above for the underwriter (<i>10 marks</i>) 299,000,000 -100,000,000 (<i>5 marks</i>) below 100,000,000 (<i>2 marks</i>)	10	
7.	Demonstration of a satisfactory management and execution plan <ul style="list-style-type: none"> • Handling of underwriting and claims services (<i>5marks</i>) • Evidence of Value Addition Services including risk management and training (<i>5 marks</i>) • Control and monitoring measures (<i>5 marks</i>) • Service delivery mechanisms and performance reporting (<i>5 marks</i>) 	20	
8.	Responsiveness to NEMA's requirements as per scope of cover as detailed in the document.	15	
	TOTAL SCORE	100%	

(c) **Financial Evaluation**

The firms that qualify at the technical evaluation stage shall have attained 85% and above. At this stage, their financial proposals shall be opened by the evaluation committee. Financial proposals for the bidders who fail to attain the pass mark shall be returned unopened.

The evaluation committee shall determine whether the financial proposals are complete, correct and without any computational errors.

The evaluation committee shall recommend award to the lowest evaluated bidder.

Note: Tenderers will be expected to quote in Kenya Shillings inclusive of all taxes.

4.2 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	The successful bidder will furnish the procuring entity with a performance security equivalent to 5% of the bid price within 15 days from the date of notification of award.
3.7 delivery of services	This tender is for an initial period of one (1) year with an option of renewal for an additional one year subject to satisfactory performance.
3.8 Payment	Annual premium will be paid either once or in equal installments at the beginning of the policy
3.9 Price adjustment	Not allowed-however, the policy should be able to provide for additional staff members or reduction of staff numbers as negotiated.
3.16 Applicable law	Shall be the laws of Kenya
3.18 Notices	Director General National Environment Management Authority, NEMA Headquarters, Eland House, Popo Road Off Mombasa Road P.O. Box 67839 – 00200 NAIROBI

SECTION V - SCHEDULE OF REQUIREMENTS (TERMS OF REFERENCES)

5.1 Background

National Environment Management Authority currently has a medical cover for the NEMA Board and members of staff and their eligible dependents'. The Authority intends to engage an underwriter to offer medical cover (both in-patient and out-patient) to its members of staff and Board members.

ANNUAL PREMIUMS

The annual premiums per family should indicate amount payable as follows:

- (i) NEMA Board Members (M)
- (ii) Staff and Dependents' (M+1)

The annual premiums per benefit should indicate amount payable as follows:

- (i) Dental premiums;
- (ii) Optical

- (iii) Maternity
- (iv) Caesarian
- (v) Medical checks
- (vi) Outpatient
- (vii) Inpatient

SCOPE OF COVER

The provider is expected to provide:

(i) Out-patient medical services

- Doctors and specialization Consultations;
- Surgery;
- Dressing;
- Maternity;
- Dental;
- Optical;
- Physiotherapy;
- Laboratory tests;
- General Health check-ups;
- Male Circumcision procedures;
- Day Care Surgeries
- Road and Air Evacuation at no cost
- Post Hospitalization/follow up within 21 days
- Prescribed ARVS;
- Pre-existing conditions, chronic HIV/AIDS and cancer related conditions;
- Congenital conditions;
- HIV/Counselling, testing and provision of ant-retroviral drugs;
- Attendance to other opportunistic and terminal diseases such as TB cancer etc; and
- Any other out-patient services agreed with the service providers and not mentioned herein above.

(ii) Other Out-Patient Benefits

- Diagnostic consultation with a general practitioner registered with Kenya Medical Practitioners and Dentist Board;
- Diagnostic consultation with a specialist upon referral by a general practitioner;
- Laboratory investigations and x-rays, electrocardiograms, encephalograms, biopsy, audiograms, radiotherapy or chemotherapy;
- Prescription of medicines;
- Outpatient procedures e.g. dressing.
- Routine (both KEPI and “Baby Friendly”) Immunizations
- Routine Antenatal Care up to six weeks
- Counseling/Rehabilitation Services.

(iii) Inpatient Medical Services

- General inpatient service;

- Medical services for pre-existing conditions, chronic HIV/AIDS and cancer related conditions up to the maximum coverage of the inpatient benefits (No sub limit);
- Medical service for congenital conditions;
- Circumcision procedure for males;
 - Medical services for HIV/AIDS including counseling, treatment, providing anti-retroviral and other related drugs;
- Medical services for other terminal diseases and cancerous related illnesses;
- Provision of drugs to members and their dependents' as prescribed by a medical practitioner; and
- Hospital rooms as per the provided rates in this benefit.

Other In-patient benefits

- Accommodation for parent/guardian accompanying a child below 12 years;
- Doctor's Surgeons, and specialist fees;
- Laboratory investigations, x-rays, ultrasound, ECG, MRI scans;
- Prescribed drugs, dressings, surgical appliances, and nursing procedures;
- Theatre including surgeon's fees and anesthetists' fees;
- Intensive care (ICU)/High Dependency Unit (HDU); Radiotherapy, chemotherapy, physiotherapy;
- Gynecological treatment;
- Surgery;
- Post hospitalization visits/follow-ups after discharge; and
- Local road and air evacuation in case of transfers.

ENHANCEMENTS ON THE MEDICAL COVER

(i) Road/Air Evacuation: The details of the covers shall be provided by the service provider and shall form part of the scope envisaged:

(ii) Unique Salient Features of the Cover (Added Values)

- Use of Biometric smart cards;
- Reimbursement claims;
- Any expenses for medical examinations done for check-up purposes not arising out of sickness or accident;
- Worldwide cover while on holiday or business;
- Qualified and dedicated personnel with ability to address customer queries;
- A 24 hour emergency/help line by Provider;
- Evacuation abroad for treatment not locally available for the patient;
- Evacuation to India for treatment locally available on referral for the patient;
- Submission of quarterly individual and corporate utilization reports;
- Credit Facilities available to Nairobi Hospital, Aga Khan Hospital, MP Shah Hospital, Mater Hospital, Karen hospital, Gertrude and other major hospitals across the country;
- Member Education and
- Quarterly Health talks

DETAILED DENTAL BENEFITS

The Dental cover should provide for:

- Cost of filling;
- Root canal;
- X-rays;
- Polishing and Scaling;
- Tooth extractions including surgical extraction together with anesthetics' fees;
- Inpatient non accidental Dental cover;
- Decay;
- Dentures,
- Braises
- Crowns and
- Bridges prescribed by dentist

DETAILED OPTICAL BENEFITS

The Optical cover should provide for:

- Expenses related to eye treatment;
- Eye testing;
- Treatment arising from injury to the eyes caused solely and directly by accident external and visible means or arising from a disease affecting the eye or optic nerve;
- The supply and fitting of eyeglasses and frames;
- Laser eye treatment;
- Contact lenses
- Prescribed anti-glare/photochromic eye glasses
- Inpatient non accidental optical; and
- Cataract procedure.

DETAILED MATERNITY COVER BENEFITS: Maternity cover should cater for:

- Delivery expenses (normal and caesarian);
- Pre-natal care; and
- Post-natal care and ultrasounds within the maternity limit.
- Caesarian sections (first ever and the subsequent ones)

COUNTRY-WIDE NET WORK

The Health Insurance Provider is expected to have a country wide network that can enable Members and their dependents to access medical services as and when the need arises. Where such facilities registered by the Health Insurance Provider cannot be accessed, the Health Provider should be able to:

- a) Meet/reimburse the cost of treatment of Members and their dependents and/or;
- b) Liaise with the local medical institutions and private doctors to offer the needed service.

Such a scenario may be in cases of emergency and being in a region where the Health Insurance Provider does not have a network. This will ensure that the members are at all times able to access medical attention in the course of their duties anywhere in the country.

PROVISION OF QUARTERLY REPORTS

The Medical Cover Provider is expected to furnish NEMA with quarterly returns on the utilization of the members' medical entitlements to enable NEMA inform members accordingly.

REPORTING

The Medical Cover Provider will be responsible to the Authority's Human Resource and Administration Section through the Deputy Director Human Resources and Administration.

OUTPUTS/DELIVERABLES

The Medical Cover Provider shall be responsible for the following deliverables:

- a) Conduct a debriefing exercise and submit a report;
- b) Furnish the Authority with the package of the Employee Medical Cover policy indicating what is offered and how it operates, giving full details;
- c) Do a presentation of the services that they offer;
- d) Send quarterly statements to Members to ensure they do not overshoot their limits;
- e) Conduct regular health talks and sensitizations;
- f) Submit quarterly reports on the progress of the medical scheme and its utilization by individual members and corporate;
- g) Provide a list of country wide service providers including Hospitals, Doctors, specialists and pharmacies; h) Educate Members on efficient use of the medical cover benefits, the rates and services available to specific providers.

MEDICAL COVER ENTITLEMENTS PER FAMILY.
SPECIFICATIONS OF THE NEMA INPATIENT & OUTPATIENT MEDICAL INSURANCE
SCHEME F. Y 2019-2020.

Benefit	Limit in K.sh
Inpatient per family	Category A – 3,000,000/= Category B – 2,500,000/= Category C- 2,000,000/= Category D- 1,500,000/= Category E- 2,000,000/=
Outpatient per family	Category A – 300,000/= Category B – 250,000/= Category C- 250,000/= Category D- 200,000/= Category E- 100,000/=
Maternity per family	150,000/= within inpatient for delivery, complications, 2 scans, pre & post-natal.
Dental per family	50,000/= within outpatient
Optical per family	50,000/= within outpatient *Frames limited to 15,000/=
Congenital & Prematurity Cover	150,000/= within the pre-existing, chronic and HIV/AIDS limit.
Pre-Existing, Chronics, HIV/AIDS	To the full of out-patient and inpatient.
Last Expense per family	100,000 within the inpatient limit
Room Entitlement	Category A – En suite (20,000 per day) net of NHIF Category B – En suite (15,000 per day) net of NHIF Category C – En suite (15,000 per day) net of NHIF Category D –General ward bed Category E – En suite (20,000 per day) net of NHIF
Post Hospitalization	30,000/= within the inpatient limit (limited to 45 days after discharge).
1 st Ever Emergency Caesarean Section	250,000/= within the inpatient limit
Inpatient illness related dental	100,000/= within the inpatient limit
Inpatient illness related optical	100,000/= within the inpatient limit
Psychiatric conditions	Category A – 200,000/= within inpatient limit Category B – 150,000/= within inpatient limit Category C- 150,000/=within inpatient limit Category D- 100,000/=within inpatient limit Category E- 100,000/= within inpatient limit
Counseling	Within the outpatient cover
Rehabilitation	100,000 within the inpatient cover
Well-being clinic	Annual General Health Checkup for Employees

	and Spouses of Kshs 10,000/= 1 pap smear for spouses 1 prostate antigen test for male employees
Vaccinations	KEPI and baby friendly Vaccines up to 1.5 years
Cover outside Kenya	6 weeks per visit
Overseas Cover	Allowed if treatment is not available locally, subject to a second opinion
Waiting period	Nil
Entry Age	Birth(subject to 38 weeks term baby)
Dependant Age	18 years,25 years for school going children, proof of studentship required
Upper Age Limit	65 years *70 years for existing members
Lodger Fees	10 years
Reimbursement option	100%

NEMA MEDICAL INSURANCE COVER – FAMILY SIZES

STAFF MEMBERS

FAMILY SIZE	CATEGORY			
	A	B	C	D
M	0	3	6	40
M + 1	0	2	3	23
M + 2	0	8	17	46
M + 3	1	13	27	48
M + 4	0	13	32	48
M + 5	0	13	25	30
TOTAL	1	52	110	235
GRAND TOTAL				398

APPROVED MEDICAL BENEFITS.

Category	Job Grade	No. of Staff	Inpatient Kshs.	Outpatient Kshs.
D	E13 – E7	265	1,500,000	200,000
C	E6 – E5	114	2,000,000	250,000
B	E2 – E4	36	2,500,000	250,000
A	E1	1	3,000,000	300,000
E	Board Members	7	2,000,000	100,000

NOTE: GRAND TOTAL OF THE PRINCIPAL MEMBERS COVERED:
(398 STAFF + 7 BOARD MEMBERS) = **405.**

5.5 SCHEME DETAILS:

The scheme should provide wide Access to Medical Services without limiting access to any beneficiaries of the scheme.

a) Case Management

Give a detailed report on how the covers will be administered. Give analysis on how the service provider intends to address the following issues of procedures.

- i. Admission of new and exit of members into the cover.
- ii. Admission of members of pre-existing conditions into the cover
- iii. Procedure to be followed for the overseas cover
- iv. Procedure to be followed to cover maternity cases
- v. Give details of the claims settlements turnaround time.

Note that time indicated will be used to review the performance of the contract.

b) Special Clauses:

- i. The cover for chronic illness, congenital defects, pre-existing conditions and HIV-Aids to be provided up to 100% of the in-patient and outpatient benefit.
- ii. No waiting period. The scheme takes effect as from 1st September 2018.
- iii. Age limit – lower is 0 months to 25 years for dependents (all live births whether discharged from hospital or not). Those above 18years up-to and 25 years are covered if attending school or college
- iv. Age limit for principal– Lower is 18 years and upper limit is 60 years for principal member and spouse
- v. Dental to include filling, extraction, root canal, braces, dentures and medically necessary scaling and polishing.
- vi. Optical to include laser treatment for deterioration/correction of sight and replacement of spectacles.
- vii. General health check-ups per a year per family as per limit provided.
- viii. Pre-natal and post-natal to be catered for within the outpatient/inpatient limit where applicable. Maternity cover to cater for delivery only (normal and caesarean section).
- ix. Gynecological conditions including hormonal imbalance and menopausal conditions to be covered within the inpatient and outpatient covers as may be applicable.
- x. All Caesarians up to a limit of 200,000 stand-alone benefit subject a maximum of four caesarians for a family
- xi. Disease prevention vaccines to be covered within inpatient and outpatient covers as may be applicable.

- xii. All children vaccines KEPIs and private immunizations to be covered in full within the out-patient cover.
- xiii. De-worming and multi-vitamin/supplements to be covered within out-patient and inpatient as may be prescribed.
- xiv. Provision of wheel chair and Clutches on recommendation by a doctor within the cover.

c) Full Disclosure of vital information related to the cover

- i. The bidders/tenderers must provide;
 - a. Full details of what the cover provides in line with all the instructions provided in this tender document and NEMA's Requirements
 - b. All the eligible expenses included in the inpatient and outpatient covers.
 - c. Full details of what the covers excludes
 - d. Dependents' eligibility
 - e. Provide an adequate daily Maximum ward rates on the staff categories entitlements based on the current market rates in the six (6) major hospitals (Nairobi Hospital, Aga Khan Hospital, Mater Hospital, Karen Hospital, MP Shah Hospital and Gertrude Children Hospital) referred earlier.
- ii. All bidders/tenderers are required to provide full information on the following:
 - Dental
 - Optical
 - Maternity
 - Evacuation (Ambulances/air)

d) Disclosure on Coverage

- (i) Full details of Counties where the medical provider or insurance company is represented.
- (ii) The appointed hospitals, clinics and doctors across the country who can be accessed by employees and their dependents'.
- (iii) Full details of medical cover for members while on duty outside Kenya and exclusions that are applicable.

This is in recognition or consideration that employee's family may not necessarily be staying with the employee, some may be staying upcountry and likewise NEMA member of staff may also travel out of the country on official duties.

5.8 Payment

The payment shall be on confirmation of commencement of the covers or as agreed during negotiations. The Authority will from time to time add more Principal Beneficiaries to the scheme and their dependents'. The premium for the additional beneficiaries will be calculated on the quoted rate and paid for the period they will be Covered (Prorated)

SECTION VI : STANDARD FORMS

Notes on the standard Forms

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

FORM OF TENDER

To:
Name and address of procuring entity
Tender No.
Tender Name

Date

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 Medical 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 _____ 2015

[Signature]

[In the capacity of]

Duly authorized to sign tender for and on behalf of

PRICE SCHEDULE FORM

ITEM NO.	DESCRIPTION OF INSURANCE COVER	TOTAL (KSHS.)	PREMIUM
1.	INPATIENT		
2	OUTPATIENT		
3	MATERNITY		
4	CAESARIAN		
5	DENTAL		
6	OPTICAL		
7	MEDICAL CHECK-UPS		
	GRAND TOTAL		

CONTRACT FORM

THIS AGREEMENT made the _____ day of _____ 20____ between
[NEMA] of [KENYA] (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 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 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

8.2 CONFIDENTIAL BUSINESS QUESTIONNAIRE

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

1. COMPANY DETAILS.

- a) Business Name:.....
- b) Nature of Business:.....
- c) Location of Business Premises:
Plot Number:.....Road/
Street:.....
Postal Address:.....Tel
No:..... Fax No.....E-
mail Address:.....
Contact Person & Tel. No.....:

(Please attach Company Profile)

- d) Registration Certificate No.....**(Please attach copy).**
- e) **Current Trade Licence No**.....(Please attach copy)
- f) **PIN No**.....(Please attach copy)
- g) **Tax Compliance Certificate No.**.....(Please attach copy)
- h) VAT No.....
- i) Year Established.....
- j) Maximum value of business which you can handle at any one time Kshs.
.....
- k) Number of Staff employed.....
- l) Payment termsDays

2(a) – Sole Proprietor:

Your name in full Age

Nationality Country of origin

Citizenship details.....

2(b) – Partnership

Give details of partners as follows

Name Shares	Nationality	Citizenship Details
.....

If a Kenyan Citizen, indicate under Citizenship Details whether by Birth, Naturalization or Registration

Part 2(c) – Registered Company:

Private or public
.....

3. LIST OF CORPORATE CLIENT CUSTOMERS AND THEIR ADDRESSES, TELEPHONE NUMBERS AND CONTACT PERSON.

(a) Company

AddressTel.....

Contact Person.....Designation.....

(b) Company

AddressTel.....
 Contact Person.....Designation.....
 (c) Company
 AddressTel.....
 Contact Person.....Designation.....
 (d) Company
 AddressTel.....
 Contact Person.....Designation.....
 (e) Company
 AddressTel.....
 Contact Person.....Designation.....

4. Financial information

Name of your
 Bankers.....
 Bank
 Branch.....
 Bank Account
 No.....

5. Have you previously been providing any services to NEMA?

Yes No

6. I/We the undersigned state that the above information is correct and that I/We give National Environment Management Authority to seek any other references concerning my/our company from whatever sources deemed e.g company registrar’s office, banks etc.

Name.....Designation.....

Signature.....Date.....

Company’s Rubber

Stamp.....

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 provide
[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)

Performance Evaluation

(The insured to indicate client rating by ticking the appropriate box)

<i>How do you rate the performance of the insurance company as per their responsiveness to the following:- Excellent</i>	<i>Excellent</i>	<i>Good</i>	<i>Average</i>	<i>Poor</i>
<i>1. Claims handling</i>				
<i>2. Underwriting responsiveness</i>				
<i>3. General customer care</i>				

Name of authorized signatory

Title.....

Signature.....

Date.....

Official stamp of the Insured.....

Telephone contacts:-.....