



NATIONAL ENVIRONMENT MANAGEMENT AUTHORITY

TENDER NO: NEMA/T/15/2020-2021.

PROVISION OF COMPREHENSIVE STAFF AND BOARD MEMBERS

MEDICAL INSURANCE (IN & OUT-PATIENT).

(UNDERWRITERS ONLY)

CLOSING ON 25th JUNE 2020 – 1100HRS.

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INTRODUCTION

- 1.1 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 eligible and competent Underwriter Firm for the provision of a Comprehensive Medical Insurance for the NEMA Board of Management and NEMA Staff cover for a period of one year from 1st September 2020 to 31st August 2021, renewable once subject to satisfactory performance. The evaluation criteria will not deviate from the conditions set out in this tender document.

- 1.2 Interested eligible candidates are expected to comply with the requirements of the standard tender document for medical 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.

SECTION I - INVITATION FOR TENDER.

Date: 9th June 2020.

TENDER REF. NO. NEMA/T/15/2020-2021.

TENDER NAME: PROVISION OF COMPREHENSIVE STAFF AND BOARD MEMBERS MEDICAL INSURANCE (IN & OUT-PATIENT).

- 1.1 The National Environment Management Authority wishes to engage the services of eligible and competent Underwriter Firm for the provision of a Comprehensive Medical Insurance for the NEMA Board of Management and NEMA Staff cover for a period of one year from 1st September 2020 to 31st August 2021, renewable once subject to satisfactory performance. The evaluation criteria will not deviate from the conditions set out in this tender document.
- 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 Ksh. 1,000/= in Bankers cheque OR CASH deposits payable to **NEMA Revenue Account, KCB – 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 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.
- 1.4 Prices quoted should be net inclusive of all taxes, and delivery costs, must be in Kenya Shillings and shall remain valid for (120) days from the closing date of the tender.
- 1.5 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 25th June 2020.

Documents which shall not fit the provided drop point of the tender Box shall be dropped and registered at Room G.16 at NEMA's Main Building for safe custody until the opening date.

- 1.6 Tenders will be opened immediately thereafter in the presence of the candidates representatives who choose to attend at NEMA HEADQUARTERS, ELLAND HOUSE POPO ROAD OFF MOMBASA ROAD.

SIGNED FOR:

(Accounting Officer, Procuring entity)

SECTION II - INSTRUCTION TO TENDERERS

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SECTION II - INSTRUCTIONS TO TENDERERS

NB: Bidders should refer to the Appendix to Instructions to Tenderers for instructions modifying the standard 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 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) Technical proposal submission form
- (vii) Financial proposal submission form
- (viii) Price Schedules
- (ix) Contract Form
- (x) Confidential Business Questionnaire Form
- (xi) Tender security Form
- (xii) Performance security Form
- (xiii) Insurance Company's Authorization Form
- (xiv) Declaration Form
- (xv) 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 seven (7) days prior to the deadline for the submission of the tenders, prescribed by the procuring entity. Written copies of the Procuring entities response (including an explanation of the query but without identifying the source of inquiry) will be sent to all candidates who have received the tender documents.

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

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

2.5 Amendment of Tender Documents

2.5.1 At any time prior to the deadline for submission of tenders, the Procuring entity, for any reason, whether at its own initiative or in response to a clarification requested by a prospective tenderer, may modify the tender documents by issuing and 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 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 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.
- (b) bear tender number and name in the invitation to tender and the words, "DO NOT OPEN BEFORE (*day, date and time of closing*)"

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

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

2.16. Deadline for Submission of Tenders

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

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

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

2.17. Modification and Withdrawal of Tenders

2.17.1 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

2.18.1 The Procuring entity will open all tenders in the presence of tenderers' representatives who choose to attend, at (*time, day and date of closing*) and in the location specified in the invitation for tenders. The tenderers' representatives who are present shall sign a register evidencing their attendance

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

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

2.19 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 into a contract for procurement
- (c) Shall not be insolvent, in receivership, bankrupt or in the process of being wound up and is not the subject of legal proceedings relating to the foregoing.
- (d) Shall not be debarred from participating in public procurement.

2.26. Procuring entity's Right to accept or Reject any or all Tenders

2.26.1 The Procuring entity reserves the right to accept or reject any tender, and to annul the tendering process and reject all tenders at any time prior to contract award, without thereby incurring any liability to the affected tenderer or

tenderers or any obligation to inform the affected tenderer or tenderers of the grounds for the Procuring entity's action. If the Procuring entity determines that none of the tenders is responsive, the Procuring entity shall notify each tenderer who submitted a tender.

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

2.26.3 A tenderer who gives false information in the tender document about 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.

| Instruction to tender reference | <i>Particulars of Appendix to instructions to tenderers</i> |
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| 2.1-Eligibility | Eligible tenderers shall be Kenyan registered underwriters facilitating Medical Insurance, and with valid operation license issued by Insurance Regulatory Authority (IRA) – Kenya. |
| 2.12. Tender Security | Bidders must provide tender security of K.sh 500,000/- valid for 120 days in form of Cash or bank guarantee or guarantee by insurance company registered and licensed by IRA, listed by approved by the Authority, a guarantee issued by a financial institution approved and licensed by central bank of kenya. |
| 2.12.4.Form of tender security | The tender security shall be denominated in |

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| | Kenya Shillings or in another freely convertible currency, and shall be in the form of bank guarantee or Such insurance guarantee approved by the PPRA. |
| 2.13. Validity of Tenders | Tender validity period shall be 120 days from the date of opening. |
| 2.14. Format and Signing of Tenders | The tenderers shall prepare an Original and Copy of Technical Proposal and an Original and Copy of financial proposal |
| | Bidders are advised to serialize all pages of the tender document including attachments and ensure the documents are well bound. |
| 2.15 Sealing and Marking of Tenders. | <p>The Original and Copy of the technical proposals shall be sealed in separate envelopes marked Original Technical and Copy technical indicating “DO NOT OPEN BEFORE 25th JUNE 2020 1100 HRS”.</p> <p>The Original and Copy of the financial Proposal shall be sealed in separate envelopes marked Original financial and Copy Financial indicating “DO NOT OPEN WITH TECHNICAL PROPOSAL”</p> <p>All the Four documents shall be submitted in one sealed outer envelope</p> |
| 2.15.2 (b) Opening | <i>The Procuring entity will open all tenders in the presence of tenderers’ representatives who choose to attend, at (1100 Hrs on 25th June 2020) at NEMA HEADQUARTERS, ELLAND HOUSE POPO ROAD OFF MOMBASA ROAD</i> |
| 2.20 Preliminary Evaluation | <p>Mandatory Requirements.</p> <ol style="list-style-type: none"> i. Attach a copy of Company Registration Certificate. ii. Attach a copy of valid Tax compliance certificate.(To be verified on KRA TCC) iii. Attach CR12 Certificate-Not more than 12 Months Old. iv. Attach an Original Tender security of k.sh 500,000/=valid for 120 days. v. Submit Duly Completed and signed Confidential Business Questionnaire. vi. Submit duly completed and signed technical proposal submission form. vii. Submit Duly Completed and signed (Debarment Form). viii. Must be registered with Insurance Regulatory Authority (IRA)for the current year and (Attach copy of the current license). |

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| | <ul style="list-style-type: none"> ix. Current membership certificate (2020) with Association of Kenya Insurance (AKI). A copy must be attached. x. Provide audited certified books of accounts for the past three years.2017, 2018 and 2019 signed by auditor(s) who are approved by Institute of Chartered Public Accountants of Kenya (ICPAK). xi. Must Provide a copy of the proposed policy for a comprehensive medical insurance for NEMA Comprehensively Covering all items the Authority has requested for as in the schedule of requirements and clause 5.5.(This MUST be enclosed in the technical proposal)The Authority will study the proposed policy to determine the compliance with the Authority's requirements. Bidders are required to examine the Authority's Requirements and propose a cover that is sufficient and complies with the requirements as set out. xii. Must have credit facilities with major service providers for the period 2019 to date) – attach reference letters from the following six (6) hospitals; Nairobi Hospital, Aga Khan Hospital, Mater Hospital, Karen Hospital, MP Shah Hospital and Gertrude Children Hospital. NEMA will carry out due diligence to ascertain any information provided. xiii. Reinsurance Cover - underwriter must have a Reinsurance policy in place from a well-known and registered Insurance/Reinsurance Company. State or provide the name(s) of the Reinsurance Company (ies) and attach evidence in the form of reinsurance slip (s) or cover notes or signed contract. xiv. Must have a paid-up capital of equal or greater than Ksh. 500Million. Attach proof. xv. Recommendations letters on provision of medical insurance (both inpatient and outpatient) from three corporate |
|--|--|

| | |
|--|---|
| | <p>client with a minimum medical premium of 80 Million in the last 3 years</p> <p>xvi. The scheme must be administered through a SMART Card (attach sample smart card)</p> <p>xvii. Medical cover must be both in-patient and out-patient as one package under one underwriter and no co-sharing costs. Indicate</p> <p>xviii. Must provide a comprehensive list of service providers which shall include, hospitals, Doctors/ specialists, pharmacy, etc. and of wide countrywide coverage.</p> |
| 2.22. Evaluation and Comparison of Tenders | Technical Evaluation Criteria and Financial evaluation criteria are as provided below. |
| 2.25.1 Award Criteria | <p>Awarding will apply Quality and Cost Based selection method.(QCBS).</p> <p>Proposals will be ranked according to their combined technical (TS) and financial (FS) scores using the weights (T=the weight given to the Technical Proposal: p = the weight given to the Financial Proposal; (T + p = 1).</p> <p>The combined technical and financial score, S, is calculated as follows: $S = TS \times T \% + FS \times P \%$.</p> <p>The Underwriter achieving the highest combined technical and financial score will be awarded the tender subject to negotiations and post qualification. Weighting shall be applied as follows:</p> <p>T=0.80 P=0.20</p> |

| No | Technical evaluation Criteria | Max Score |
|---|---|-----------|
| Specific experience of the bidder relating medical Insurance service | | |
| | The company must have offered Medical Insurance cover (out-patient and in-patient), to at least three large corporate clients with a minimum of 300 employees in the last Three years. Attach Signed Contracts/Award letters. 1 mark each max 3 marks. | 3 |
| | The company must have offered Medical Insurance cover (out-patient and in-patient), to at least three large corporate clients | 3 |

| | | |
|--|--|-----|
| | with an annual premium of over Ksh 80 million in the last 3 years. Provide evidence of 3 contracts/Award letters) – 1 mark each max 3 marks. | |
| | Give Authority to the Procuring Entity to seek references from the bidder's previous clients in the last 3 years. Attach at least 3 references with contacts. 1 mark each,max 3 marks | 3 |
| Qualifications and competence of key staff for the service | | |
| | List / provide at least four (4) key professional staff with specific portfolio/task each with the following minimum qualification and experience. | |
| | The CEO must be a master's holder in relevant business administration/ related field. | 2 |
| | Principal Officer / Contract Manager must have a minimum of relevant Bachelor's degree plus an Associate of the Chartered Insurance Institute or equivalent [attach copies of qualification certificates – 2 marks for each certificate – (total 4 marks). | 4 |
| | The other two must have a minimum of a Diploma of the Chartered Insurance Institute or equivalent [attach copies of qualification certificates - 2 marks each].Total 4 mks | 4 |
| | At least five years' experience in the insurance industry handling Medical Insurance related covers { 6 marks or prorata for less years of experience } – (total 6 marks) | 6 |
| | Certified CVs signed by both the employer and the employee for the principal officer and other three key professional staff { 0.5 Marks each).Max 2 marks | 2 |
| Adequacy of response to inherent risks in the types and category of Insurance services being procured | | |
| | Adequacy of the medical proposal meaning all items under entitlements are covered and schedule attached- (30 Marks). Bidders MUST take note that score in this section shall be either 0 or 30 marks. | 30 |
| Solvency/liquidity status. | | |
| | • Current ratio at least 1.5:1 for the three years - 2 marks | 2 |
| | • A net asset base of Kes. 20 billion and above - 2 marks | 2 |
| | Highest single premiums handled in each of the three (3) years related to Medical Insurance cover, attach evidence (Max 6marks). a. If all are over Kshs. 100 Million – 6marks b. Over 50 million – 4 marks c. Over 30 million – 3 marks d. Below 30Million - 0 Marks | 6 |
| Scheme Administration. | | |
| | Medical identification smart cards (provide sample)- 1.5 Mark | 1.5 |
| | No pre-authorization for specialist's e.g Gynecologists, dentists, ophthalmologists etc – 2 marks | 2 |
| | Provide actual turnaround time for settling Medical claims–(6 Marks Max). | 6 |

| | | |
|--|---|--------------|
| | Within 30 days-6 Between 30-60 days-4 Over 60 days-0 | |
| | Appointed Hospitals and service providers in 47 counties in Kenya. Attach list (0.25) a Mark for each County subject to a maximum of (11.75 Marks) . Attach copy of acknowledgment from the service provider as proof in each County or a certified copy of Selected Hospitals in each County. (Must be certified by commissioner of Oaths). | 11.75 |
| | Cover Enhancements/Value Addition by the Underwriter. | 11.75 |
| | | |
| | TOTAL | 100 |

Note:

Only Tenderers scoring 75% and above of the total technical score (stage two) shall proceed to stage three for Financial Evaluation.

(iii) STAGE THREE (FINANCIAL EVALUATION)

This shall involve financial (Premium) Comparison and checking for arithmetic errors if any.

Prior to financial evaluation, the tender will be evaluated to determine if the bid security has been submitted in the required format. The validity, the amount and the source of bid. Bids not submitted as per instructions will be considered non-responsive and will not be subjected to financial evaluation. To ensure the procurement process is competitive the Authority (NEMA) shall use Quality and Cost Based Selection (QCBS) method, to take into account the quality of the proposal and the cost of the services in the selection of the successful Underwriter.

The formulae for determining the Financial Score (FS) shall be: $FS = 100 \times FM/F$ where FS is the financial score; Fm is the lowest priced financial proposal and F is the price of the proposal under consideration.

Proposals will be ranked according to their combined technical (TS) and financial (FS) scores using the weights (T=the weight given to the Technical Proposal; p = the weight given to the Financial Proposal; $(T + p = 1)$)

The combined technical and financial score, S, is calculated as follows:- $S = TS \times T \% + FS \times P \%$.

The Underwriter achieving the highest combined technical and financial score will be awarded the tender subject to negotiations and post qualification. Weighting shall be applied as follows:

T=0.80

P=0.20

(vi) POST QUALIFICATION (DUE DILIGENCE) BEFORE NOTIFICATION OF AWARD:

NEMA may determine to its satisfaction whether the tenderer that is selected as having submitted the winning tender is qualified to perform the contract satisfactorily before notification of award.

SECTION III - GENERAL CONDITIONS OF CONTRACT

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SECTION III GENERAL CONDITIONS OF CONTRACT

3.1. Definitions

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

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

3.2. Application

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

3.3. Standards

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

3.4. Use of Contract Documents and Information

3.4.1 The Contractor shall not, without the Procuring entity’s prior written consent, disclose the Contract, or any provision thereof, or any specification, plan,

drawing, pattern, sample, or information furnished by or on behalf of the Procuring entity in connection therewith, to any person other than a person employed by the contractor in the performance of the Contract.

3.4.2 The Contractor shall not, without the Procuring entity's prior written consent, make use of any document or information enumerated in paragraph 2.4.1 above.

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

3.5. Patent Rights

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

3.6 Performance Security

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

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

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

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

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

3.7. Delivery of services and Documents

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

3.8. Payment

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

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

3.9. Prices

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

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

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

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

3.10. Assignment

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

3.11. Termination for Default

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

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

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

3.12. Termination for Insolvency

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

3.13. Termination for Convenience

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

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

3.14 Resolution of Disputes

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

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

3.15. Governing Language

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

3.16. Applicable Law

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

3.17 Force Majeure

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

3.18 Notices

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

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

SECTION IV - SPECIAL CONDITIONS OF CONTRACT

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

4.2 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 as per service level agreement and as per quarterly reports submitted by the contract implementation committee. |
| 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 | <p style="text-align: center;"> Director General National Environment Management Authority, NEMA Headquarters, Eland House, Popo Road Off Mombasa Road P.O. Box 67839 – 00200 NAIROBI </p> |

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 2020-2021.**

| 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
F.Y 2020-2021**

STAFF MEMBERS

| FAMILY SIZE | CATEGORY | | | |
|--------------------|----------|----|-----|-----|
| | A | B | C | D |
| M | 7 | | 13 | 37 |
| M+1 | | 2 | 7 | 22 |
| M+2 | | 5 | 24 | 40 |
| M+3 | | 6 | 38 | 42 |
| M+4 | | 10 | 42 | 47 |
| M+5 | | 12 | 36 | 20 |
| TOTAL | 7 | 35 | 160 | 208 |
| GRAND TOTAL | | | | 410 |

| APPROVED MEDICAL BENEFITS | | | |
|---------------------------|-----------|-------------------|--------------------|
| CATEGORY | JOB GRADE | INPATIENT (Kshs.) | OUTPATIENT (Kshs.) |
| D | E7 - E13 | 1,500,000 | 200,000 |
| C | E5 - E6 | 2,000,000 | 250,000 |
| B | E2 - E4 | 2,500,000 | 250,000 |
| A | E1 | 3,000,000 | 300,000 |

| NEMA BOARD OF MANAGEMENT | | | |
|--------------------------|------------------------------|--------|------------------|
| S/No. | NAME | GENDER | FAMILY SIZE |
| 1 | Barnabas N. Mitaru | Male | M |
| 2 | John Oloishuro Konchellah | Male | M |
| 3 | Peninah Aloo Obudho | Female | M |
| 4 | Teresia M. Malokwe | Female | M |
| 5 | Kisa Juma Ngeiywa | Male | M |
| 6 | Agostinho Neto | Male | M |
| 7 | Halima Ware Duri | Female | M |
| GRAND TOTAL | | | 7 Members |

Board Members Approved medical benefits.

- Inpatient Kshs.2,000,000
- Outpatient Kshs.100,000

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 2020.
- 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.
7. Self-Declaration form must be duly signed.

Form of Tender

To:

Date

Name and address of procuring entity

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 _____ 2005

[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 PREMIUM (KSHS.) |
|----------|--------------------------------|-----------------------|
| 1. | | |
| 2. | | |
| 3. | | |
| 4. | | |
| 5. | | |

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 GPA 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 GPA cover and to remedy defects therein in conformity in all respects with the provisions of the Contract.
4. The Procuring entity hereby covenants to pay the tenderer in consideration of the provision of the services and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the contract at the times and in the manner prescribed by the contract.

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

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

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

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

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 of20.....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...

FOR OFFICIAL USE ONLY

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

SIGNED
Board Secretary

SELF-DECLARATION FORM.

Date _____

To:

The tenderer i.e. (name and address) _____

_____ declare the following:

- i. Has not been debarred from participating in public procurement.

- ii. Has not been involved in and will not be involved in corrupt and fraudulent practices regarding public procurement.

Name.....

Title.....

Signature.....

Date.....

Official Stamp.....

(To be signed by authorized representative and officially stamped)

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 |
|----|-------|-------------|---------------------|--------|
| a) | | | | |
| b) | | | | |
| c) | | | | |
| d) | | | | |
| e) | | | | |

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 |
|----|-------|-------------|---------------------|--------|
| c) | | | | |
| d) | | | | |
| e) | | | | |
| f) | | | | |
| g) | | | | |

Date..... Signature of Tenderer

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

ANTI-CORRUPTION DECLARATION COMMITMENT/ PLEDGE

(Sections 62 of the PPDA, 2015)

I/We/Messrs.....

of Street, Building, P O Box.....

.....

Contact/Phone/E mail.....

declare that Public Procurement is based on a free and fair competitive Tendering process which should not be open to abuse.

I/We

declare that I/We will not offer or facilitate, directly or indirectly, any inducement or reward to any public officer, their relations or business associates, in connection with

Tender/Tender No

for or in the subsequent performance of the contract if I/We am/are successful.

Authorized Signature.....

Name of Signatory.....

Title of Signatory

Official Stamp.....

TECHNICAL PROPOSAL SUBMISSION FORM

[_____ Date]

To: _____ [Name and address of Client]

Ladies/Gentlemen:

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

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

We remain,

Yours sincerely,

_____ [Authorized Signature]:

_____ [Name and Title of Signatory]

:

_____ [Name of Firm]

:

_____ [Address:]