



OPEN TENDER DOCUMENT

FOR

**PROVISION OF STAFF MEDICAL INSURANCE
COVER (INPATIENT AND OUTPATIENT)**

TENDER NO. KENAS NO/27/2013/2014

KENYA ACCREDITATION SERVICE

P.O BOX 47400-00100,

NAIROBI, KENYA

Tel: 0787 395 679 or 0725 227 640

Email: info@kenyaaccreditation.org

Web: www.kenyaaccreditation.org

DATE: 9TH JANUARY, 2013

RECEIPT NUMBER

Contents of Tender Document

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Section B: Introduction

- 1.1 Kenya Accreditation Service (KENAS) will vet prospective bidders for the provision of services from among those who will have submitted their tenders, in accordance with the tender requirements to undertake the assignment as described herein.
- 1.2 Tenderers are invited to submit a tender for the supply of the KENAS staff medical insurance cover. The Tender Document will be the basis for evaluation and eventual invitation to provide the medical scheme underwriting service.
- 1.3 Tenderers may tender only once for the provision of the KENAS staff medical insurance cover.
- 1.4 The tenderers must familiarize themselves with the requirements of the Tender as described in this tender document including all attachments.
- 1.5 KENAS will not be responsible for any costs or expenses incurred by Tenderers in connection with the preparation or delivery of these tender documents including any costs associated with the preparation of the Tender Document and attachments.
- 1.6 It is the Purchaser's policy to require that Tenderers observe the highest standard of ethics during the selection and execution of such contracts. In pursuance of this policy, the Purchaser:
 - a) defines, for the purposes of this provision, the terms set forth below as follows:
 - (i) "Corrupt practice" means the offering, giving, receiving, or soliciting of anything of value to influence the action of an officer of the Purchaser in the pre-qualification process; and
 - (ii) "Fraudulent practice" means a misrepresentation of facts in order to influence the pre-qualification process to the detriment of the Purchaser.
 - b) will reject a tender if it determines that a Tenderer has engaged in corrupt or fraudulent activities in competing for the contract in question;
 - c) will declare a Tenderer ineligible, for consideration if at any time it determines that the Tenderer has engaged in corrupt or fraudulent practices in competing for, or in executing, a similar contract.
 - d) will have the right to inspect the tenderer's accounts and records relating to the performance of services in this tender.
 - e) Will have the right to inspect the business premises of the tenderer.
- 1.8 Tenderers shall furnish information as described in the tender document

- 1.9 Application in plain sealed envelopes clearly marked “**KENAS Staff Medical Insurance Cover 2013/2014**” indicating the **Tender Ref: KENAS NO/27/2013/2014** should be addressed and delivered to:

**The Chief Executive Officer,
Kenya Accreditation Service (KENAS),
P.O. Box 47400-00100,
Nairobi, Kenya.**

Or deposited in the **Tender box** at the **Main KENAS Reception**, Embankment Plaza, 2nd floor, Longonot Road, Upper Hill so as to be received on or before **11.00 a.m. on 30th January, 2013.**

The tender envelopes will be opened immediately thereafter at the KENAS offices in the presence of bidders or their representatives who choose to attend.

- 2.0 This is a Tender for provision of KENAS Board of directors and staff medical insurance cover **FOR MARCH 2013 –JUNE2014**

Award of Contract

a) Post qualification

- 2.1 The determination will take into account the tenderer’s financial and technical capabilities. It will be based upon an examination of the documentary evidence of the tenderers qualifications submitted by the tenderer as well as such other information as the Procuring Entity deems necessary and appropriate.
- 2.2 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.

b) Award Criteria

- 2.3 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.
- 2.4 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.

2.5 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.

C Notification of award

2.7 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.

2.8 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. Simultaneously the other tenderers shall be notified that their tenders were not been successful.

d Corrupt or Fraudulent Practices

2.10 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.

2.11 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;

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

2.0 SECTION C- GENERAL CONDITIONS OF CONTRACT

3.1 Definitions

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 contractor including materials and incidentals which the tenderer is required to provide to the Procuring entity under the Contract.
- d) “The Procuring entity” means the organization sourcing for the services under this Contract.
- e) “The contractor means the individual or firm providing the services under this Contract.
- f) “GCC” means general conditions of contract contained in this section
- g) “SCC” means the special conditions of contract
- h) “Day” means calendar day

3.2 Application

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

3.3 Assignment

The tenderer shall not assign, in whole or in part, its obligations to perform under this contract, except with the Procuring Entity’s prior written consent.

3.4 Termination for Default

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

- a) If the tenderer 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 tenderer fails to perform any other obligation(s) under the Contract.
- c) If the tenderer, in the judgment of the Procuring Entity has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.

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 undelivered, and the tenderer shall be liable to the Procuring Entity for any excess costs for such similar services.

3.5 Termination of insolvency

The Procuring Entity may at the anytime 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 service provider, provided that such termination will not produce or affect any right of action or remedy, which has accrued or will accrue thereafter to the Procuring Entity.

3.6 Termination for convenience

3.6.1 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 Entity convenience, the extent to which performance of the service provider of the contract is terminated and the date on which such termination becomes effective.

3.6.2 For the remaining part of the contract after termination the Procuring Entity may elect to cancel the services and pay to the contractor on agreed amount for partially completed services.

3.7 Resolution of disputes

The Procuring Entity's and the service provider shall make every effort to resolve amicably by direct informal negotiations any disagreement or dispute arising between them under or in connection with the contract.

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

3.8 Governing Language

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.

3.9 Force Majeure

The service provider shall not be liable 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.

3.10 Applicable Law

The contract shall be interpreted in accordance with the laws of Kenya i.e. The Public Procurement and Disposal Act, 2005 and The Public and Procurement Disposal Regulations 2006.

3.11 Notices

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 E-mail and confirmed in writing to the other party's address.

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

SECTION D- IMPORTANT PRE-REQUISITES

To qualify for contract awards, the tenderer shall furnish the following information:

MANDATORY

1. **MUST BE A REGISTERED FIRM IN KENYA** with a certificate of registration or incorporation copies of which must be attached.
2. Must provide Copy of current relevant trade licenses.
3. Must have fixed Business premises.
4. Attach Copy of VAT and PIN Certificates and Income Tax compliance certificates.
5. Attach company profile indicating qualification of key personnel. Attach copies of their certificates.
6. Provide list of clients you are serving currently (at least 3). Give evidence /proof of operation/working relationship agreements.
7. Must confirm that the firms, its servants or agents have not offered and shall not offer any inducements to procuring entity.
8. Past litigation and arbitration incidences encountered if any by the firm in the past one year must be enumerated.
9. The tender security shall be in the amount of 2 % per cent of the tender price in the form of bank guarantee, Cash, Such insurance guarantee approved by the Authority, Letter of credit.
10. You may provide any other qualification you deem advantageous in the provision of Services you are applying for.
11. Indicate your underwriter.
12. Attach copy of your receipt

NB. Mandatory conditions must be fulfilled FAILURE to that no bid will qualify to the next stage.

EVALUATION CRITERIA:

General Requirements:	Points (Marks)	Marks awarded
Current registration certificate of Insurance Brokerage firm and membership certificate of AIB for the year 2012, Must be a member of the Association of Kenya Insurance (AKI) issued by IRA for the year 2012.	5	
Attach audited accounts for last two years, 2010, 2011	7	
Indicate having undertaken similar assignment with at least 3 firms	5	
Maximum Value of business which you can handle at any one time <ul style="list-style-type: none"> - Above 20 million (20) - 11-15 million (15) - 6-10 million (10) - 0.5 – 5 million (5) 	10	
<ul style="list-style-type: none"> - Clearly state your claim procedure 	12	
<ul style="list-style-type: none"> - Provide a list of Medical facilities, doctors, - Pharmacies, - Laboratories which are accredited (attach accreditation certificate) - to demonstrate geographical service distribution network 	5 10 5	
<ul style="list-style-type: none"> - Indicate your Proposal on administration of scheme 	19	
In Patient Cover (per family)	7	
Out Patient cover (per family)	5	
Maternity cover	2	
Dental per family	2	
Optical per family	2	
Last expense	2	
Any other cover advantageous in services	2	

Total marks	100	
Total Premiums quoted		
Duration of the cover March 2013-june 2013(4 months) July 2013-July 2014 (12 months) Payment to be made for the 4 months and subsequently 12 months		NB.16 months. Please give the breakdown cost per year(4 months) and the extra 12 months

TENDER FOR KENYA ACCREDITATION SERVICE MEDICAL INSURANCE COVER.

Tender REF: KENAS NO/27/2013/2014

Section A: specifications

The scheme shall be divided into:

- 1. KENAS staff medical cover which shall:-**
 - a) Cover inpatient, outpatient and maternity expenses
 - b) Specify ailments and conditions to be covered
 - c) Define the tariffs entitlements for all cadres of employees
 - d) Be administered by an approved medical services provider

Services provided under the staff scheme shall include:

The insurance cover shall provide for medical attention including any of the following services provided or recommended by an approved medical practitioner.

- a) A general practitioner service
- b) A specialized service
- c) A laboratory, x-ray and physiotherapy service
- d) Electro-cardiographs
- e) Electro-encephalographs
- f) Occupational therapy

- g) Angiographs
- h) Encephalographs
- i) Scheduled drugs, dressings and other medical or surgical materials purchased on the recommendation of an approved medical practitioner and from an approved chemist or pharmacist.
- j) The first caesarean operation and first birth for those members who are registered under the scheme and whose operations are certified to be absolutely essential by an approved medical officer.
- k) Medical attention shall include dental and optical treatment but not the supply of medical appliances and medical comforts of the issue of drugs for ordinary household or any treatment involving beauty, skin therapy, plastic surgery, slimming unless on medical recommendation, ophthalmology and psychiatric condition.
- l) With the consent of the commission an approved medical practitioner may, where it is in the interest of the scheme and employee, order an eligible employee into hospital for examination or treatment and the employee shall comply accordingly.

The following limits shall apply to the various cadres of employees in KENAS.

Out-patient tariff:

Number of employees	Number of Dependants	Level	Tariff limits (Kes.)
6	Nil	Board of Directors	100,000.00
1	5	CEO	200,000.00
2	7	Deputy Directors	150,000.00
7	18	Assistant Directors	100,000.00
12	36	Officers	80,000.00
20	21	Support staff	50,000.00

In-patient tariff:

Number of employees	Number of Dependents	Level	Tariff limits (Kes.)
6	Nil	Board of Directors	2,00,000.00
1	5	Chief Executive Officer	2,000,000.00
2	7	Deputy directors	750,000.00
7	18	Assistant directors	600,000.00
32	57	Officers & support staff	350,000.00

The cover shall also include

- Dental procedures to a maximum of Kes.30,000
- Optical procedures to a maximum of Kes. 30,000
- Maternity cover and first caesarean section of Kes 50,000.00
- Funeral arrangement/ last respect Kes. 100,000 to the family
- A mandatory annual medical checkup

Application in plain sealed envelopes clearly marked “**KENAS Staff Medical Insurance Cover 2013/2014**” indicating the **Tender Ref: KENAS NO/27/2013/2014** should be addressed and delivered to:

**The Chief Executive Officer,
Kenya Accreditation Service (KENAS),
P.O. Box 47400-00100,
Nairobi, Kenya.**

Or deposited in the **Tender box** at the **Main KENAS Reception**, Embankment Plaza, 2nd floor, Upper Hill, Longonot as to be received **on or before 11.00 a.m. on 30th January, 2013.**

The Tender documents will be opened immediately thereafter in the KENAS offices. Tenderers or their representatives are free to attend the opening session.

Note: This is a Tender for the provision of KENAS staff medical insurance cover for the financial year 2013/2014

KENAS reserves the right to accept or reject the application and is not bound to give reason for its decisions.

SECTION E: APPLICATION FORM

Official Receipt No. (Of purchase of prequalification Document) _____ (attach copy)

REGISTRATION OF SUPPLIERS APPLICATION FORM

I/We *(Firm Name)* _____ hereby apply for registration
as

supplier/(s) of _____ *(Category Code No.)* _____

Postal Address _____

Telephone Number (fixed line) _____ Mobile _____

E-mail address _____ Fax No. _____

Town _____ Street _____

Building _____ Floor _____ Room/Office _____

Our Other Branches / Locations _____

Full Name of Authorized signatory _____

Designation/position _____

Official Rubber stamp and Signature _____

SECTION F: KENAS CONFIDENTIAL BUSINESS QUESTIONNAIRE

You are requested to give the particulars indicated in Part 1 and either Part 2 (a), 2(b) or 2(c) whichever applied to your type of business.

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

<p>Part 1 General</p> <p>Business Name</p> <p>Location of Business Premises</p> <p>Plot No, Street/Road.....</p> <p>Postal address Tel No. Fax Email</p> <p>Nature of Business</p> <p>Registration Certificate No.</p> <p>Maximum value of business which you can handle at any one time – Kshs.....</p> <p>Name of your bankers</p> <p>Branch</p>
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	Part 2 (a) – Sole Proprietor			
	Your name in full..... Age.....			
	Nationality..... Country of Origin.....			
	Citizenship details			
	Part 2 (b) – Partnership			
	Given details of partners as follows			
	Name	Nationality	Citizenship details	Shares
	1. ....	.....	.....	.....
	2. ....	.....	.....	.....
	3. ....	.....	.....	.....
	4. ....	.....	.....	.....
	Part 2 (c) – Registered Company			
	Private or Public			
	State the nominal and issued capital of company			
	Nominal Kshs.			
	Issued Kshs.			
	Given details of all directors as follows			
	Name	Nationality	Citizenship details	Shares
	1. ....	.....	.....	.....
	2. ....	.....	.....	.....
	3. ....	.....	.....	.....
	4. ....	.....	.....	.....
	Date.....Signature of Candidate.....			