



TENDER
DOCUMENT FOR
PROVISION OF MEDICAL INSURANCE
SERVICES

TENDER NO. IRA/041/2020-2021

TENDER NAME: PROVISION OF MEDICAL INSURANCE
SERVICES

SUBMISSION DEADLINE: 28TH SEPTEMBER, 2020 AT

10:00 A.M.

**INSURANCE REGULATORY AUTHORITY,
10TH FLOOR ZEP-RE PLACE, LONGONOT ROAD, UPPERHILL
P.O. BOX 43505 - 00100
NAIROBI**

SEPTEMBER, 2020

15th September, 2020

SECTION I - INVITATION FOR TENDERS

To: All Eligible Bidders

TENDER NO: IRA/041/2020-2021

TENDER NAME: PROVISION OF MEDICAL INSURANCE SERVICES

- 1.1 The Insurance Regulatory Authority (IRA) invites sealed tenders from eligible candidates for provision of Medical Insurances Services for Board of Directors, Staff and their dependents.
- 1.2 The Authority invites sealed bids from eligible candidates for **Provision of Medical Insurance Services** from Medical Insurance Providers (MIP's) and Insurance Brokers. The successful tenderer will be awarded a contract for an initial period of one year annually subject to a maximum period of three years. The renewal shall be done at the sole discretion of IRA subject to satisfactory performance
- 1.3 Interested eligible and qualified candidates may obtain further information from and inspect the tender documents on the Insurance Regulatory Authority website www.ira.go.ke free of charge.
- 1.4 Prices quoted should be net inclusive of all taxes, must be in Kenya Shillings, and shall remain valid for 120 days from the closing date of the tender.
- 1.5 Completed tender document should be prepared and saved as a PDF document with a **PASSWORD PROTECTION and emailed to bids@ira.go.ke and copied to fc helimo@ira.go.ke**. The subject of the email will be **"IRA/041/2020-2021 – "Provision of Medical Insurance Services"** and the tender should be addressed to:-

**Chief Executive Officer,
Insurance Regulatory Authority,
10th Floor Zep Re Place, Longonot Road, Upperhill,
P .O. Box 43505 – 00100 Nairobi, Kenya
Email: procurement@ira.go.ke; Website: <http://www.ira.go.ke>
so as to be received on or before **28th September, 2020 at 10:00 a.m.****

- 1.6 Tenders will be opened immediately thereafter **VIRTUALLY** via zoom platform at IRA Offices, Zep-Re Place on **28th September, 2020 at 10:00 a.m.** The tenderers shall be required to **provide the passwords of their documents on or before 10:00 a.m.** via the email address bids@ira.go.ke and copied to fhelimo@ira.go.ke as described in the Appendix to instruction to tenderers.
- 1.7 IRA will convene the Bid opening via Zoom video conferencing. The Zoom meeting invitation will be created and placed on the IRA website where the participating bidders can access and participate in the Tender Opening. In the submission email for the Tenders, **Bidders are required to provide the Name, Email address and Phone number of their representative who wish to take part in the Tender Opening for purposes of admission.**
- 1.8 There will be pre-proposal conference on **28th September, 2020 at 10:00 a.m.** which will be held **VIRTUALLY** via zoom video conferencing. The Zoom meeting invitation will be created and placed in IRA website where participating bidders can access and participate in the meeting.
- 1.9 IRA is a Corruption free organization. Any corruption attempt, pressure, or influence should be reported to the C.E.O. on the address provided in clause 1.4 above or e-mail ethics@ira.go.ke

Yours sincerely,

FELIX K. CHELIMO
MANAGER, PROCUREMENT
FOR: INSURANCE REGULATORY AUTHORITY

SECTION II - INSTRUCTION TO TENDERERS

TABLE OF CONTENTS

Page

SECTION I: INVITATION FOR TENDERS.....	4
SECTION II: INSTRUCTIONS TO TENDERERS.....	6
2.1 Eligible Tenderers.....	6
2.2 Cost of Tendering.....	6
2.3 Contents of Tender document.....	6
2.4 Clarification of Tender document.....	7
2.5 Amendments of Tender document.....	7
2.6 Language of Tender.....	8
2.7 Documents Comprising the Tender.....	8
2.8 Tender Form	8
2.9 Tender Prices	8
2.10 Tender Currencies	9
2.11 Tenderers Eligibility and Qualification.....	9
2.12 Tender Security.....	9
2.13 Validity of Tenders.....	10
2.14 Format and Signing of Tenders.....	10
2.15 Sealing and Marking of Tenders.....	11
2.16 Deadline for Submission of Tenders.....	11
2.17 Modification and Withdrawal of Tend.....	11
2.18 Opening of Tenders.....	12
2.19 Clarification of Tender.....	12
2.20 Preliminary Examination.....	12
2.21 Conversion to Single Currency.....	13
2.22 Evaluation and Comparison of Tenders.....	13
2.23 Contacting the Procuring Entity.....	14
2.24 Post-Qualification.....	15
2.25 Award Criteria.....	15
2.26 Procuring Entity's Right to Vary Quantities	16
2.27 Notification of Award.....	16
2.28 Signing of Contract.....	16
2.29 Performance Security... ..	17
2.30 Corrupt or Fraudulent Practices.....	17
2.3.2 APPENDIX TO INSTRUCTIONS TO TENDERER.....	18
2.3.3. SECTION III GENERAL CONDITIONS OF CONTRACT	
3.1 Definition.....	24
3.2 Application.....	24
3.3 Standards.....	24
3.4 Use of Contract Documents and Information.....	24
3.5 Patent Rights.....	25
3.6 Performance Security.....	25
3.7 Delivery of Services & Documents.....	26
3.8 Payment	26
3.9 Prices.....	26

3.10	Assignment	26
3.11	Termination for Default.....	26
	3.12 Termination for Insolvency.....	27
3.13	Termination for Convenience.....	27
3.14	Resolution of Disputes.....	27
3.15	Governing Language.....	28
3.16	Applicable Law.....	28
3.17	Force Majeure.....	28
	3.18 Notices	28
SECTION IV: SPECIAL CONDITIONS OF CONTRACT.....		23
SECTION V: TERMS OF REFERENCE.....		24
SECTION VI: STANDARD FORMS.....		36
Notes on the Standard Forms.....		38
	Form of Tender.....	38
	Price Schedule Form.....	38
	Contract Form.....	38
	Confidential Business Questionnaire.....	38
	Tender Security Form.....	38
	Performance Security Form.....	38
	Performance Security Form.....	38
	Performance Security Form.....	38
	Letter of Notification of Award.....	46

SECTION II- INSTRUCTIONS TO TENDERERS

2.1. Eligible Tenderers

- 2.1.1 This Invitation for Tenders is open to all tenderers eligible as described in the Appendix to Instructions to Tenderers. Successful tenderers shall provide the services for the stipulated duration from the date of commencement (hereinafter referred to as the term) specified in the tender documents.
- 2.1.2 The procuring entity's employees, committee members, board members and their relatives (spouse and children) are not eligible to participate in the tender unless where specially allowed under section 131 of the Act.
- 2.1.3 Tenderers shall provide the qualification information statement that the tenderer (including all members of a joint venture and subcontractors) is not associated, or have been associated in the past, directly or indirectly, with a firm or any of its affiliates which have been engaged by the Procuring entity to provide consulting services for the preparation of the design, specifications, and other documents to be used for the procurement of the services under this Invitation for tenders.
- 2.1.4 Tenderers involved in the corrupt or fraudulent practices or debarred from participating in public procurement shall not be eligible.

2.2 Cost of Tendering

- 2.2.1 The Tenderer shall bear all costs associated with the preparation and submission of its tender, and the procuring entity, will in no case be responsible or liable for those costs. Regardless of the conduct or outcome of the tendering process
- 2.2.2 The price to be charged for this 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) Form of Tender
- (vii) Price Schedules
- (viii) Contract Form
- (ix) Confidential Business Questionnaire Form
- (x) Tender security Form
- (xi) Performance security Form
- (xii) Insurance Company's Authorization Form
- (xiii) Declaration Form
- (xiv) Request for Review Form

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

2.4 Clarification of Tender Documents

2.4.1 A Candidate making inquiries of the tender documents may notify the Procuring entity by post, fax or by email at the procuring entity's address indicated in the Invitation for tenders. The Procuring entity will respond in writing to any request for clarification of the tender documents, which it receives not later than 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 taken as non-responsive and will be rejected, pursuant to paragraph 2.20.5

2.10. Tender Currencies

- 2.10.1 Prices shall be quoted in Kenya Shillings

2.11. Tenderers Eligibility and Qualifications

- 2.11.1 Pursuant to paragraph 2.1 the tenderer shall furnish, as part of its tender, documents establishing the tenderers eligibility to tender and its qualifications to perform the contract if it's tender is accepted.
- 2.11.2 The documentary evidence of the tenderer's qualifications to perform the contract if its tender is accepted shall establish to the Procuring entity's satisfaction that the tenderer has the financial and technical capability necessary to perform the contract.

2.12. Tender Security

- 2.12.1 The tenderer shall furnish, as part of its tender, a tender security for the amount and form specified in the Appendix to Instructions to Tenderers.
- 2.12.2 The tender security shall be 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 of:
- 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 2.12.2 shall be rejected by the Procuring entity as non-responsive, pursuant to paragraph 2.20.5
- 2.12.6 Unsuccessful Tenderer's tender security will be discharged or returned as promptly as possible but not later than thirty (30) days after the expiration of the period of tender validity

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

2.12.8 The tender security may be forfeited:

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

2.13. Validity of Tenders

2.13.1 Tenders shall remain valid for 90 days after date of tender opening pursuant to paragraph 2.18. A tender valid for a shorter period shall be rejected by the Procuring entity as non-responsive.

2.13.2 In exceptional circumstances, the Procuring entity may solicit the Tenderer's consent to an extension of the period of validity. The request and the responses thereto shall be made in writing. The tender security provided under paragraph 2.12 shall also be suitably extended. A tenderer granting the request will not be required nor permitted to modify its tender.

2.14. Format and Signing of Tenders

2.14.1 The tenderer shall prepare original and 2 COPIES of the tender, clearly marking each **"ORIGINAL TENDER"** and **"COPY 1 and COPY 2 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. The person or persons signing the tender shall initial all pages of the tender, except for un-amended printed literature.

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 1 OF TENDER” and COPY 2 OF TENDER. The envelopes shall then be sealed in an outer envelope.

2.15.2 The inner and outer envelopes shall:

- (a) Be addressed to the Procuring entity at the address given in the Invitation to Tender.
Bear tender number and name in the invitation to tender and the words “DO NOT OPEN BEFORE **28th September, 2020 at 10:00 a.m.**

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 **28th September, 2020 at 10.00 am**

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

The Procuring entity will open all tenders in the presence of tenderers' representatives who choose to attend, via zoom video Conferencing platform on 28th September, 2020 at 10.00 am. The tenderers' representatives who are present shall sign a register evidencing their attendance

2.18.1 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.

2.18.2 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.
- 2.20.3 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
- 2.20.4 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.
- 2.20.5 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.
- 2.20.6 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 is qualification or who refuses to enter into a contract after notification of contract award shall be considered for debarment from participating in future public procurement.

2.27 Notification of Award

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

2.28 Signing of Contract

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

2.29 Performance Security

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

2.29 Failure by the successful tenderer to comply with the requirement of paragraph 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 medical 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	PARTICULARS OF APPENDIX TO INSTRUCTIONS TO TENDERERS
2.1	This tender is eligible to registered and licensed Medical Insurance Brokers and Insurance Brokers
2.12	Tender Security of Kes. 300,000.00 (Kenya Shillings Three Hundred Thousand) from a reputable bank or reputable insurance company approved by the Public Procurement Regulatory Authority) valid for 30 days beyond the tender validity period.
2.15.2 (b)	The Tender document should prepared in soft copy in PDF and in read only format for ease of opening. The proposal should be prepared in a PASSWORD PROTECTED and ZIPPED version. The password for the proposal shall be availed on 28TH September, 2020 at 10:00 a.m. via the email provided below. The proposals shall be sent via email address bids@ira.go.ke and copied to fchelimo@ira.go.ke . The proposal should be zipped prior to sending through the email. In the event that the zipped file is too large, the option of https://wettransfer.com can be used and then forwarded to the same email recipient.
2.16.1	Tenders must be received on or before 28TH SEPTEMBER, 2020 at 10:00 A.M.
2.16.3	IRA will convene the Tender Opening via Zoom Video Conferencing. The Zoom meeting invitation credentials will be created and placed on the IRA website where the participating bidders can access and participate in the Tender Opening. In the submission email for the Tenders, Bidders are required to provide the Name, Email address and Phone number of their representative who wish to take part in the Tender Opening.
2.18.1	<u>EVALUATION CRITERIA</u> Stage 1 -Evaluation on the mandatory requirements <ul style="list-style-type: none"> The firm MUST meet ALL THE MANDATORY REQUIREMENTS in order to qualify for technical evaluation Stage 1. See Mandatory requirements in Section IV

MANDATORY REQUIREMENTS

Conditions to be met by Medical Insurance Providers/Insurance Brokers and proposed Underwriters

- I. All pages of the tender document MUST be serializing in ascending order (pg 1,2,3.... n; where n is the last page)
- II. Copy of valid tax compliance certificate to be verified from Kenya Revenue Authority TCC checker
- III. Certificate of Incorporation/Registration
- IV. Completed and signed Form of Tender
- V. Duly filled, signed and stamped Confidential Business Questionnaire
- VI. Copy of Registration and current (2020) license as Certificate as Medical Insurance Providers/Insurance Brokers
- VII. Copy of membership certificate from the Medical Insurance Providers Association of Kenya (MIPAK) and/or Association of Insurance Brokers of Kenya (AIBK)
- VIII. Professional Indemnity cover of not less than Kshs. 100 Million for MIP/Insurance Broker
- IX. Certified Audited financial statement for the last 2 years (2018 and 2019) for MIP/Insurance Broker. The shareholder funds should be at least Kes. 1 million
- X. Proof of gross premium of Kshs 1.5 billion for medical services for underwriter and 500 million for MIP/Insurance Broker
- XI. Submit letter of recommendations that the underwriter has credit line from at least five (5) major hospitals including the following: -
 - a) Nairobi Hospital
 - b) Aga Khan Hospital
 - c) Mater Hospital
 - d) Karen Hospital
 - e) MP Shah Hospital
 - f) Gertrudes Hospital
- XII. Evidence of underwriter branded Medical Smart cards
- XIII. Evidence of underwriter using Medical Online Insurance Management System that can generate member statements and monthly reports

Stage 2: Technical Evaluation Criteria (Tick as appropriate)

	NO.	Technical Evaluation Criteria	YES (√)	NO (√)	
	1	Evidence of provision medical insurance underwriting for not less than the last 10 years for Insurance Company and 6 years for MIP/Insurance Broker (Attach Evidence of assignments handled)			
	2	CV and Testimonials of Four (4) key professional staff with a minimum of University Degree A post graduate qualification in management related field; Professional Qualification in insurance, must poses ACII/AIIK and 5 years' experience in insurance industry with at least Five (5) years' experience in Medical Insurance support for MIP/Insurance Broker			
	3	Detailed write up on; a) Policies administration/ claim processing timelines from the proposed underwriter/MIP b) Customer Care management including 24 Hours Call centre from the proposed underwriter/MIP and; c) A robust chronic management program centered on convenience to members and sustainability from the proposed underwriter/MIP			
	4	Letters of reference from at least 5 clients with similar Portfolio for MIP/Insurance Broker (Attached reference letters)			
	5	Letter of recommendations and Credit line from at least five (5) major hospitals including those listed in the mandatory requirements			

	6	Evidence of the underwriter using Medical Online Insurance Management System that can generate member statements and monthly reports (Attach Detailed Evidence)		
	7	Submission/write up indicating that the underwriter will meet all the requirements as stated in the Terms of Reference. No exclusions will be accepted		
	<p>Bidders must meet all the technical requirements before proceeding to financial evaluation</p> <p>Financial Evaluation Criteria</p> <p>The successful bidder will be the one with the lowest evaluated price that meets the requirements.</p> <p>IRA reserves the right to independently authenticate all the documents submitted. Any falsifications will lead to automatic disqualification.</p> <p>NB: Bidders are reminded to carefully read and understand the TORs before submitting bids. any exclusions will lead to automatic disqualification.</p>			
2.29	Performance Security required will be 10% of contract value from a reputable bank or Insurance Company in the format provided.			
2.20	<p>Bidders are expected to examine all instructions, forms, TERMS OF REFERENCE, specifications and other information in the bidding documents. Failure to furnish all information required by the bidding documents or to submit a bid not substantially responsive to the bidding documents in every aspect will be at the bidders risk and may result in the rejection of its bid</p>			

SECTION III - GENERAL CONDITIONS OF CONTRACT

<u>Table of Clauses</u>	Page
3.1 Definitions.....	25
3.2 Application.....	25
3.3 Standards.....	25
3.4 Use of Contract Documents and Information.....	25
3.5 Patent Rights.....	26
3.6 Performance Security.....	26
3.7 Delivery of Services and Documents.....	27
3.8 Payment.....	27
3.9 Prices.....	27
3.10 Assignment.....	28
3.11 Termination for Default.....	28
3.12 Termination for Insolvency.....	28
3.13 Termination for Convenience.....	28
3.14 Resolution of Disputes.....	28
3.15 Governing Language.....	29
3.16 Applicable law.....	29
3.17 Force Majeure.....	29
3.18 Notices.....	29

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 superseded 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

- 3.81. 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.

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

Reference of General	Special conditions of contract
3.6 Performance	10% of the contract sum
3.7 Delivery of Service	One (1) Year renewable annually upto year three (3) years upon satisfactory performance.
3.8 Payment	Premiums to be paid annually up front before commencement of cover. For the outpatient managed fund-Deposit amount will be paid and will be reimbursed as and when required.
3.9 Price adjustment	No price adjustments allowed during the duration of the contract

3.18 Notices	Chief Executive Officer, Insurance Regulatory Authority, ZepRe Place, 7 th Floor , Longonot Road, Upperhill, Nairobi
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SECTION V - SCHEDULE OF REQUIREMENTS

TERMS OF REFERENCE/ SCHEDULE OF REQUIREMENTS FOR PROVISION OF STAFF MEDICAL INSURANCE COVER

1. Introduction

The Insurance Regulatory Authority (IRA) is a State Corporation established under the Insurance (Amendment) 2006, Cap 487 of the Laws of Kenya with the mandate to regulate, supervise and promote development of the Insurance Industry.

The Insurance Regulatory Authority (IRA) recognizes a healthy workforce as an asset towards the achievement of its goals. The main objective of the medical insurance scheme is to provide adequate and cost-effective health care to the Staff, their immediate dependents and Board of Directors.

For this reason, IRA intends to engage the services of an experienced and reputable Medical Insurance Providers/Insurance Brokers to manage and/or source and place medical insurance covers with an insurance Underwriter its Board of Directors and Staff.

2. Objective of the Cover

The objective of the cover is to provide a comprehensive in-patient and out-patient medical cover for the Board of Directors and members of staff and their immediate dependents.

3. Duration of Contract

The period of this Insurance will commence from 5th November 2020 to 4th November 2021 and may be renewed annually subject to maximum period of three (3) years at the sole discretion of IRA upon satisfactory performance.

4. Scope

The provider is expected to provide efficient and effective medical services for Board of Directors and members of staff of the Authority and their immediate dependents. The summary of benefits and total population is provided herein.

The medical services must be easily available and accessible to Board of Directors and members of staff and their immediate dependents as and when required. The number of the Board of Directors and staff to be covered may change from time to time and IRA will update the service provider appropriately.

The scheme is divided into two medical schemes: In-patient scheme and Managed Out-patient scheme.

- The Inpatient scheme caters for illnesses requiring hospitalization. The Inpatient scheme was established to ensure the beneficiaries receive quality health care in case of hospitalization.

The inpatient scheme will include:

- Admission to hospital;
 - Treatment while in hospital;
 - Evacuation to hospital; and
 - Discharge from hospital and the cost of treatment thereof.
-
- The Outpatient scheme will be funded by the IRA and the service provider will manage the scheme on its behalf. IRA will make the requisite deposit for this purpose.
Bidder to give cost of administration of the scheme.

Bidders are required to quote for inpatient cover and management fee in respect to outpatient fund management. The MIP/Insurance Broker will be expected to provide a scheme that entails benefits which ensure members of staff receive quality healthcare. While it is appreciated that medical schemes come with inherent controls and procedures, IRA expects that the successful bidder(s) will look at the possibility of ensuring that any controls and procedures are not unnecessarily bureaucratic and cumbersome. Bidders will be expected to enumerate inherent controls for administration of the scheme.

(a) The particulars of covers required

- (i) The medical cover exclusions are not acceptable however where applicable, **MUST** be clearly stated clearly.
- (ii) One must also provide: -
 - a) Full details of what the cover provides
 - b) Eligible expenses included in the in-patient cover
 - c) Full details and explanation of what the cover excludes
 - d) Dependents eligibility; The age limit for children to access benefits is from age 0 – 25 years including children of any age whose disability makes them wholly dependent on the member of staff and are duly

registered with the National Council for Persons with Disability.

All bidders are required to complete /fully provide information on whether the Medical Cover incorporates the following: The costs for these should be shown separately.

- (i) Dental - 300,000 within inpatient cover
- (ii) Optical - 300,000 within inpatient cover
- (iii) Maternity - 500,000 within inpatient cover
- (iv) Evacuation
- (v) Pre-existing conditions up to full cover limit
- (vi) HIV/AIDS and related conditions up to full cover limit

(b) Network coverage

The tenderer is required to provide the following: -

1. Full details of towns where the medical provider, Insurance Company is represented.
2. The appointed Hospitals, Clinics and Doctors all over the country that can be accessed by IRA employees and their dependents.
3. Full details of the medical cover outside Kenya.
4. Where a better medical service can be accessed outside Kenya, the Insurer shall be obligated to provide to the extent reasonably accepted for a similar service in Kenya.

(c) Case Management

- (a) Give a detailed report on how the cover is going to be administered.
- (b) Give an analysis on how the service provider intends to address the following issues/procedures: -
 1. Admission of members into the cover
 2. Procedure to be followed for overseas cover

Last expense cover limit – 10% of the cover benefit for members and dependents (to be outside the cover limit)

Give details of the claims settlement turnaround time. Note the time indicated will be used to review the performance of the Tenderer and the underwriter for any future renewal of contract.

The medical scheme will be expected to provide:

(d) Inpatient Services:

Provide quality inpatient medical services. The Inpatient scheme should encompass the following benefits:

- ◆ Hospitalization including full diagnosis and treatment, discharge from hospital and the cost of treatment.
- ◆ Post Hospitalization benefits
- ◆ Accommodation and meals for care taker, parent/guardian accompanying a child below 12 years.
- ◆ Dental and optical hospitalization resulting from an accident will each be covered within the patient limit
- ◆ The Inpatient optical and dental treatment for illness necessitating hospitalization will be covered within the inpatient limit
- ◆ Specialists fee including physician, surgeons, anesthetics etc.
- ◆ pre-existing and chronic recurrent conditions including hypertension, asthma, diabetes, cancer related illness, arthritis and pre- existing surgical conditions
- ◆ Congenital conditions and neonatal expenses
- ◆ Inpatient Psychiatric Treatment.
- ◆ Laboratory investigations, X-rays, ultrasound, ECG, MRI Scans
- ◆ Prescribed drugs, dressings surgical appliances and nursing procedures
- ◆ Medical Appliances (Hearing Aids, Glucometer, Insulin delivery devices, Urine Catheters & Accessories etc.).
- ◆ Radiology X-ray, ultrasound, ECG and computerized Tomography, MRI scans.
- ◆ Radiotherapy and chemotherapy.
- ◆ Pathology (laboratory) fees.
- ◆ Post Hospitalization attendant therapy up to three months.
- ◆ Access to medical specialists while admitted.
- ◆ Inpatient physiotherapy.
- ◆ Gynecological treatment.
- ◆ Day surgery admissions including dental, optical, gynecological as well as all other services.
- ◆ Operating theatre charges
- ◆ Intensive care unit(ICU) and High Dependency Unit(HDU) charges
- ◆ Laser Surgery
- ◆ Annual health check
- ◆ Well woman, well man medical services
- ◆ No waiting period
- ◆ Treatment for alcoholism and drug addictions (employee only and acquired during employment term).
- ◆ Palliative or analgesic care.
- ◆ Provision of Maternity benefits including Caesarian section.

- ◆ Cost of medical circumcision.
- ◆ Accident hospitalization
- ◆ Rescue and evacuation in case of emergency
- ◆ Treatment overseas if not locally available where advised by a medical practitioner
- ◆ Management and treatment of severe respiratory illness including but not limited to COVID-19 where such illness is severe and requires use of a respirator or oxygen concentrator
- ◆ All **Pandemics** (including COVID-19) to be covered **to full limit**
- ◆ Worldwide cover
- ◆ Medical services for HIV/AIDs including counseling, treatment, providing anti-retroviral and other related drugs
- ◆ Terrorism Cover to cover medical expenses arising from activities where the insured is a victim.
- ◆ Include hospital accommodation charges net of NHIF as follows
 - (i) IRA 1- IRA 3 & Board of Directors – Private Room with sink & toilet **bed not capped**
 - (ii) IRA 4 to IRA 10 and dependents - Standard Private Room with sink
- ◆ Any additional benefit(s) should be specified by the bidder
- ◆ Any other service not included above but which may be mutually agreed upon from time to time.

(e) Outpatient Medical Administration

The scope of the cover for Out-patient medical services shall apply to all medical related illnesses and will include but not limited to the following:

- ◆ Routine outpatient consultation,
- ◆ Prescribed physiotherapy
- ◆ Prescribed drugs and dressings.
- ◆ Immunizations-KEPI and Baby Friendly
- ◆ Counseling Services.
- ◆ Family planning & fertility tests
- ◆ Impotence drugs
- ◆ Diagnostic equipment (e.g. Glucometers, BP Machines etc.) and hearing aids.
- ◆ Circumcision
- ◆ Recommended travel vaccines-yellow fever, polio
- ◆ Alternative treatment i.e. acupuncture and chiropractor, on referral
- ◆ Non-motorized wheel chairs, frames and crutches
- ◆ Counseling, testing, treatment of HIV related opportunistic diseases and provision of anti-retroviral drugs;
- ◆ Attendance to other opportunistic and terminal diseases such

- as TB, cancer etc.
- ♦ Alcoholism, drug and substance abuse treatment, counselling and rehabilitation services
- ♦ Pre – existing Conditions
- ♦ Annual General checkup for employee and spouse, and board member
- ♦ Diagnostic X-Ray and Laboratory Tests.
- ♦ Radiology X-ray, ultrasound, EEG, ECG and computerized Tomography, MRI scans.
- ♦ Dental Services-to include extraction, root canal, fillings, scaling necessitated by a medical condition.
- ♦ Optical services (Frames, lenses (on ophthalmologist prescription only), contact lenses, bi-Focal lenses, Visual examination)
- ♦ Referrals to Specialists (Pediatricians, Obstetricians, gynecologists, lactation specialists
- ♦ Neonatologists, Orthopedic doctors, dermatologists, E.N.T. doctor's etc.).
- ♦ Psychiatrist treatment
- ♦ Comprehensive Baby vaccinations (No vaccine exclusions)
- ♦ Maternity services i.e. Anti and Post Natal.
- ♦ HIV/AIDS cover (Voluntary counseling and testing and other related treatments).
- ♦ Chiropractor upon referral & approval.
- ♦ Pandemic diseases Vaccinations
- ♦ PSA test (prostate antigen test) for male employees and spouses and one pap- smear test and a mammogram for female employees and spouses per annum.
- ♦ Staff vaccination for diseases such Hepatitis B,
- ♦ Any other outpatient services agreed with the Authority and not mentioned herein above

The outpatient shall only exclude the following:

1. Cosmetic Treatments;
2. Self-prescribed treatment;
3. Alternative (acupuncture, chiropractor, homeopathy etc.) and herbal medicine;
4. Experimental treatment.
5. Participating in extreme sports

(f) Cover limits for Inpatient and the numbers

The proposed maximum family size for employees is M+6 comprising of principal member, one legal spouse and five (5) children (biological and legally

adopted). Directors cover will only cover the principal member.

Benefit	Cover Limit per person	Units	Rate	Premium
IRA1-IRA3	6,000,000	12		
IRA4-IRA6	5,000,000	25		
IRA7-IRA10	4,000,000	51		
Dependents	4,000,000	220		
Directors	2,000,000	13		

Cover Limits for outpatient cover. This cover shall be on Administration.

Managers	IRA1-IRA3	350,000 per family
Other officers	IRA4-IRA10	300,000 per family
Directors	-	100,000 per person

(g) Minimum Details to be Contained in the Bidders' proposal:

Bidders must demonstrate that they have the knowledge and experience in the provision of medical services.

The bids should comprise medical scheme proposal(s) indicating:

- (a) The benefits and associated costs of Inpatient and
- (b) The cost of managing the outpatient fund.

N/B: Service Providers

The Medical Service Provider(s) identified should have an extensive and reputable network of Hospitals, Clinics, Pharmacies and Laboratories within easy reach of Authority's staff and their dependents.

5. Financial Stability

Bidders should provide documentary proof from the proposed underwriter that the Capital Adequacy Ratio (CAR) is at least 100% certified by company Actuary as at 31st December, 2019. The shareholder funds for MIP/Insurance Broker should be at least Kes. 1 million.

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. Duly authorized representatives of the tenderer must also duly sign it.
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. **CV's for Key Managerial and Technical Staff Form**
8. **List of Clients Form**

1. Form of Tender

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

Gentlemen and/or Ladies: -

5. Having examined the Tender documents including Addenda No. (Insert numbers)..... the receipt of which is hereby duly acknowledged, we the undersigned, offer to provide Staff Medical 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.

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

7. We agree to abide by this Tender for a period of 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.

8. 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.

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

Dated this _____ day of _____ 2020

[Signature]

[In the capacity of]

Duly authorized to sign tender for and on behalf of _____

2. PRICE SCHEDULE

(To be transferred to the Form of Tender)

Prices are inclusive of ALL applicable taxes or indicate as appropriate

MEDICAL COVER DETAILS	COVER PREMIUM (KShs)	FUND ADMINISTRAT ION FEES (KShs)
In-Patient as per TORS		N/A
Out- Patient as per TORs (to be managed as fund)	N/A	
Last Expense as per TORS		N/A
Underwriter Branded Smartcard		
SUB TOTAL ANNUAL AMOUNT		
GRAND TOTAL ANNUAL AMOUNT (Cover Premium + Fund Administration Fees)		

Bidders Signature:

..... Date:

.....

Stamp:

IMPORATANT NOTES:

1. There prices submitted will NOT be subject to variation during the duration of the contract and during subsequent renewals up to 3 years.
2. The inpatient premiums per individual family will be on a framework and will be subject to propionate changes taking into cognizance of the fluctuating numbers from time to time

3. CONTRACT FORM

THIS AGREEMENT made the..... Day of20.....
between The Insurance Regulatory Authority (hereinafter called “the
IRA”) of the one part and..... [name of tenderer]
of..... [city and country of tenderer]
(hereinafter called “the tenderer”) of the other part:

WHEREAS the IRA invited tenders for the security Services 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 IRA’s Notification of Award
3. In consideration of the payments to be made by the IRA to the tenderer as hereinafter mentioned, the tenderer hereby covenants with the IRA to provide the security services
4. Services and to remedy defects therein in conformity in all respects with the provisions of the Contract.
5. The IRA 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 IRA)

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

4. CONFIDENTIAL BUSINESS QUESTIONNAIRE FORM

Name of Applicant(s).....

You are requested to give the particulars in Part 1 and either Part 2 (a), 2 (b) or 2 (c), whichever applies to your type of business. Part 2 (d) to part 2 (i / j) must be filled. You are advised that giving wrong or false information on this Form will lead to automatic disqualification/termination of your business proposal at your cost.

Part 1 – General

Business Name:.....
Certificate of Incorporation / Registration No.
Location of business premises: CountryPhysical address
Town..... Building.....Floor.....
Plot No..... Street / RoadPostal Address.....
Postal / Country Code.....City.....Telephone No's
E-mail
address.....Website.....
Contact Person (*Full Names*)Direct / Mobile No's.....
Title Power of Attorney (Yes / No) If yes,
attach written document.
Nature of Business (*Indicate whether manufacturer, distributor, etc*)
.....(Applicable to Local suppliers only)

County Single Business Permit No. Expiry Date..... PIN
No.....Value of the largest single assignment you have undertaken to date
(*USD/ KShs*)..... Was this successfully
undertaken? Yes / No.(If Yes, attach reference)
Name (s) of your banker (s)
..... Branches
..... Tel. No's.....

Part 2 (a) – Sole Proprietor (if applicable)

Full names.....
Nationality..... Country of Origin.....
..... Company Profile
..... (*Attach brochures or annual reports in case of public company*)

Part 2 (b) – Partnerships (if applicable)

Give details of partners as follows:

Full Names	Nationality	Citizenship Details	Shares
1.....			
2.			
3.....			
4.....			

Company Profile (Attach brochures)

Part 2 (c) – Registered Company (if applicable - as per the CR12 form)

Private or public Company
Profile (Attach brochures or annual reports in case of public companies)

State the nominal and issued capital of the Company

Nominal KShs

Issued KShs

List of top ten (10) shareholders and distribution of shareholding in the company. Give details of all directors as follows:-

Full Names	Nationality	Citizenship Detail	Shares
1.....			
2.....			
3.....			
4.....			

Part 2 (d) – Debarment

I/We declare that I/We have not been debarred from any procurement process and shall not engage in any fraudulent, corrupt, coercive and obstructive acts with regard to this or any other tender by the IRA and any other public or private institutions.

Full Names.....

Signature..... Dated this
.....day of2020.

In the capacity of..... Duly
authorized to sign Tender for and on behalf of.....

.....

Part 2 (e) – Bankruptcy / Insolvency / receivership.

I/We declare that I/We have not been declared bankrupt or insolvent by the competent Authorities in Kenya and neither are we under receivership:

Full Names.....

Signature.....

Dated thisday of2020.

In the capacity of.....

Duly authorized to sign Tender for and on behalf of.....

.....

Part 2 (f) – Criminal Offence

I/We, (Name (s) of Director (s)):-

a) b)

.....

Have not been convicted of any criminal offence relating to professional conduct or the making of false statements or misrepresentations as to its qualifications to enter into a procurement contract within a period of three (3) years preceding the commencement of procurement proceedings.

Signed.....

For and on behalf of M/s.....

.....

In the capacity of.....

Dated thisday of2020.

Suppliers' / Company's Official Rubber Stamp.....

Part 2 (g) – Conflict of Interest

I/We, the undersigned state that I / We have no conflict of interest in relation to this procurement:

a)

b)

For and on behalf of M/s.....

In the capacity of

.....

Dated thisday of2020

Suppliers' / Company's Official Rubber Stamp.....

Part 2 (h) – Interest in the Firm:

Is there any person/persons in IRA or any other public institution who has interest in the Firm? Yes/No Institution

.....

(Title) (Signature) (Date)

Part 2 (i or j) – Bank account details:

AGPO firms must provide evidence from their bank that the account to which IRA shall make payment has a youth or a woman or a PWD listed in the CR12 form/partnership deed/sole proprietor certificate as a MANDATORY signatory of that account, - Sec.157 (11) of PPADA:

Account No:.....Name of the person(s) in the CR12 form OR in the partnership deed OR in the sole proprietor certificate

...../.....

ID No(s):...../.....Signature and stamp of the authorized

Banker Representative.....Date.....

Part 2(j or k) – Declaration

I / We, the undersigned state and declare that the above information is correct and that I / We give IRA authority to seek any other references concerning my / our company from whatever sources deemed relevant, e.g. Office of the Registrar of Companies, Bankers, etc.

Full name.....

Signature.....

For and on behalf of M/s..... In the capacity of.....

Dated thisday of2020.

Suppliers' / Company's Official Rubber Stamp.....

5. 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: -

3. If the tenderer withdraws its tender during the period of tender validity specified by the procuring entity on the Form; or
4. 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.

6. PERFORMANCE SECURITY FORM

To:
[Name of procuring entity]

WHEIRAS [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 WHEIRAS 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 WHEIRAS 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]

7. CV'S FOR KEY MANAGERIAL AND TECHNICAL STAFF FORM

Attach the CV fitting in with the requirements of staff in the format below. The CV **MUST** be signed personally by staff member and authorized representative of the firm

Proposed position:
Name of Firm:
Name of Staff:
Profession:
Date of Birth:
Years with Firm: Nationality:
Membership in Professional Societies:
Detailed tasks assigned:

Key Qualifications:

(Give an outline of staff member's experience and training most pertinent to tasks on assignment. Describe degree of responsibility held by staff member on relevant previous assignments and give dates and locations).

.....

Education:

(Summarize college/university and other specialized education of staff member, giving names of schools, dates attended and degrees obtained).

.....

Employment Record:

(Starting with present position, list in reverse order every employment held. List all positions held by staff member since graduation, giving dates, names of employing organizations, titles of positions held, and locations of assignments).

.....

Certification:

I, the undersigned, certify that these data correctly describe me, my qualifications and my experience.

.....Date:
(Signature of staff member)

..... Date:
(Signature of authorized representative of the firm)

8. LIST OF CLIENTS FORM

Using the format below, provide information of each contract under consideration that is relevant to services for which your firm was legally contracted and managed within the last three years. Indicate the details for companies in the private/public sector.

NO.	NAME OF CLIENT	CONTRACT PERIOD	TELEPHONE	DATE OF CONTRACT	CONTRACT VALUE
1					
2					
3					
4					
5					

Name of Signatory:

In the capacity of:.....

Authorized Signature:.....

Company Rubber Stamp.....

NB: The Authority reserves the right to ask for confidential recommendations from the above clients.

LETTER OF NOTIFICATION OF AWARD

Address of Procuring Entity

To: _____

RE: Tender No. _____

Tender Name _____

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

1. Please acknowledge receipt of this letter of notification signifying your acceptance.
2. The contract/contracts shall be signed by the parties within 30 days of the date of this letter but not earlier than 14 days from the date of the letter.
3. You may contact the officer(s) whose particulars appear below on the subject matter of this letter of notification of award.

(FULL PARTICULARS) _____

SIGNED FOR ACCOUNTING OFFICER

FORM RB 1 REPUBLIC OF KENYA

PUBLIC PROCUREMENT ADMINISTRATIVE REVIEW BOARD

APPLICATION NO..... OF.....20.....
BETWEEN..... APPLICANT
AND

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

Request for review of the decision of the..... (*Name of the Procuring Entity*) ofdated.....the...day.....of.....20.....in the matter of Tender No.....of20...

REQUEST FOR REVIEW

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

- 1.
 - 2.
- etc.

By this memorandum, the Applicant requests the Board for 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