



NEPAD KENYA SECRETARIAT

TENDER NO: NEPAD/PQ/001/2015-2017

FOR

**PREQUALIFICATION FOR PROVISION OF INSURANCE COVER
(IN-PATIENT AND OUTPATIENT MEDICAL COVER, WIBA/GPA AND GROUP
LIFE COVER FOR NEPAD KENYA SECRETARIAT STAFF & MOTOR VEHICLE)
FOR THE FINANCIAL YEAR 2015/2016 & 2016/2017**

MAY, 2015

REFERENCE CODE: NEPAD/P/001/2015-1017

CATEGORY: PROVISION OF INSURANCE COVER

SECTION I

TENDER NOTICE

Date: 18TH MAY, 2015

REFERENCE CODE: NEPAD/P/01/2015-2017

TENDER NAME: PROVISION OF INSURANCE COVER.

The NEPAD Kenya Secretariat hereby invites eligible candidates to submit sealed tenders for the provision of staff medical insurance.

Interested eligible candidates may obtain further information and inspect the tender documents at the office of;
Procurement Officer, NEPAD Kenya Secretariat, Liaison House, 4th Floor, Nairobi.

A complete set of the tender document may be obtained by interested candidates upon payment of a non-refundable fee of **Kshs. 5,000 (Kenya Shillings Five Thousand Only)**

Tenders must be accompanied by a bid security in the form of banker's cheque or bank guarantee of 2% of the tender sum and must be delivered to:

**Chief Executive Officer,
NEPAD Kenya Secretariat,
Liaison House, 4th Floor,
P.O.Box 46270-00100.
Nairobi.**

Completed tender documents are to be enclosed in plain sealed envelopes, marked with the tender number and name and deposited in the tender box provided at the NEPAD Kenya Secretariat Offices, Liaison House, 4th floor, State House Avenue, NAIROBI or be addressed to:

**Chief Executive Officer,
NEPAD Kenya Secretariat,
Liaison House, 4th Floor,
P.O.BOX 46270-00100.
NAIROBI.**

So as to be received on or before **12TH JUNE, 2015.**

Tenders will be opened immediately thereafter in the presence of the tenderers representative who choose to attend the opening at the **Secretariat's Boardroom, 4th floor, Liaison House, State House Avenue Road, Nairobi.**

SECTION II

INSTRUCTION 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 Instruction to Tenderers. Successful tenderers shall provide the service 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 employees, committee members, Secretariat 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 qualification information statement that the tenderer (including all members of a joint venture and sub-contractors) 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 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 procuring entity shall allow the tenderer to review the tender document free of charge.

2.3 Contents of Tender Document:

- 2.3.1 The tender document comprises the documents listed below and addenda issued in accordance with clause 2.4 of these instructions to tenderers.

- (i) Instruction 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) Performance Security Form
- (x) Insurance Company's Authorization Form
- (xi) Confidential Business Questionnaire Form
- (xii) Bank Guarantee for Advance Payment 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 Amendment of Tender Documents:

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

2.4.2 All prospective tenderers who have obtained the tender documents will be notified of the amendment by email/post and such amendments will be binding on them.

2.4.3 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.

2.5 Language of Tender

2.5.1 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.

2.6 Documents Comprising the Tender

- 2.6.1 The tender prepared by the tenderer shall comprise the following components:
- (a) A Tender Form and a Price Schedule completed in accordance with paragraph 2.7, 2.8 and 2.9 below
 - (b) Documentary evidence established an accordance with paragraph 2.10 that the tenderer is eligible to tender and is qualified to perform the contract if its tender is accepted
 - (c) Declaration Form.
 - (d) Tender Security furnished in accordance with paragraph 2.11(if applicable)

2.7 Tender Form

- 2.7.1 The tenderer shall complete the Tender Form and the Price Schedule furnished in the tender documents, including the services to be provided.

2.8 Tender Prices

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

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

Prices quoted by the tenderer shall remain fixed during the Tender's performance of the Contract unless otherwise agreed by the parties. A tender submitted with an adjustable price quotation will be treated as non-responsive and will be rejected, pursuant to paragraph 2.18.1.

2.9 Tender Currencies

- 2.9.1 Prices shall be quoted in Kenya Shillings

2.10 Tenderers Eligibility and Qualifications

- 2.10.1 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
- 2.10.2 The documentary evidence of the tenderers 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.

2.11 Tender Security

- 2.11.1 The tenderer shall furnish, as part of its tender, a tender security for the amount and form specified in the appendix to Invitation to Tender.
- 2.11.2 The tender security shall not exceed two (2%) percent of the tender price.
- 2.11.3 The tender security is required to protect the Procuring entity against the risk of the Tender's conduct which would warrant the security's forfeiture, pursuant to paragraph 2.11.7
- 2.11.4 The tender security shall be denominated in Kenya Shillings or in another freely convertible currency, and shall be in the form;
- (a) Bankers cheque
 - (b) A bank guarantee
 - (c) Such insurance guarantee approved by the Authority
 - (d) Letter of Credit
- 2.11.5 Any tender not secured in accordance with paragraph 2.11.1 and 2.11.3 shall be rejected by the Procuring entity as non-responsive, pursuant to paragraph 2.19.5
- 2.11.6 Unsuccessful Tenderer's tender security will be discharged or returned as promptly as possible as but not later than thirty (30) days after the expiration of the period of tender validity.
- 2.11.7 The successful Tenderer's tender security will be discharged upon the tenderer signing the contract, pursuant to paragraph 2.28.
- 2.11.8 The tender security may be forfeited:
- (a) if a tenderer withdraws its tender during the period of tender validity specified by procuring entity on the Tender Form. Or
 - (b) in the case of a successful tenderer, if the tenderer fails:
 - (i) to sign the contract in accordance with paragraph 2.28 or
 - (ii) to furnish performance security in accordance with paragraph 2.29
 - (c) If the tenderer reject correction of arithmetic error in the tender

2.12 Validity of Tender

- 2.12.1 Tenders shall remain valid for 120 days after date of tender opening pursuant to paragraph 2.17. A tender valid for a shorter period shall be rejected by the Procuring entity as non-responsive.
- 2.12.2 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. A tenderer may refuse the request without forfeiting its tender security. The tender

security provided under paragraph 2.11 shall also be suitably extended. A tenderer granting the request will not be required nor permitted to modify its tender.

2.13 Format and Signing of Tenders

2.13.1 The tenderer shall prepare an original and copy of the tender, clearly marking each “**ORIGINAL TENDER**” and “**COPY OF TENDER**”, as appropriate. In the event of any discrepancy between them, the original shall govern.

2.13.2 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 authorised to bind the tenderer to the contract. All pages of the tender, except for un-amended printed literature, shall be initiated by the person or person’s signing the tender.

2.13.3 The tender shall have no interlineations/alterations, erasures, or overwriting except as necessary to correct errors made by the tenderer, in which case such corrections shall be initiated by the person or persons signing the tender.

2.14 Sealing and Marking of Tenders

2.14.1 The tenderer shall seal the original and the copy of the tender in separate envelopes, duly marking the envelopes as “**ORIGINAL TENDER**” and “**COPY OF TENDER**”. The envelopes shall then be sealed in an outer envelope.

2.14.2 The inner and outer envelopes shall:

(a) Be addressed to the Procuring entity at the address given in the Invitation to Tender.

(b) Bear the tender number and name in the invitation to tender and the words **DO NOT OPEN BEFORE 12TH JUNE, 2015, 10.00A.M.**

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

2.14.4 if the outer envelope is not sealed and marked as required by paragraph 2.14.2, the procuring entity will assume no responsibility for the tender’s misplacement or premature opening.

2.15 Deadline for Submission of Tenders

2.15.1 Tenders must be received by the Procuring entity at the address specified under paragraph 2.14.2 not later than **12TH JUNE, 2015, 10.00AM.**

2.15.2 The Procuring entity may, at its discretion, extend this deadline for the submission of tenders by amending the tender documents in accordance with paragraph 2.4.3 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.

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

2.16 Modification and Withdrawal of Tenders

- 2.16.1 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.
- 2.16.2 The tenderer's modification or withdrawal notice shall be prepared, sealed, marked and dispatched in accordance with the provisions of paragraph 2.14. A withdrawal notice may also be sent by fax or email but followed by a signed confirmation copy, postmarked no later than the deadline for submission of tenders.
- 2.16.3 No tender may be modified after the deadline for submission of tenders.
- 2.16.4 No tender may be withdrawn in the interval between the deadlines 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 2.11.7.

2.17. Opening of Tenders

- 2.17.1 The Procuring entity will open all tenders in the presence of tenderers' representatives who choose to attend, at **10.00.a.m**, and in the location specified in the invitation for tenders. The tenderers' representatives who are present shall sign a register evidencing their attendance.
- 2.17.2 The tenderers' names, tender modifications or withdrawals, tender prices, discounts, and the presence or absence of requisite tender security and such other details as the Procuring entity, at its discretion, may consider appropriate, will be announced at the opening.
- 2.17.3 The Procuring entity will prepare minutes of the tender opening.

2.18 Clarification of Tenders

- 2.18.1 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.
- 2.18.2 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.

2.19 Preliminary Examination and Responsiveness

- 2.19.1 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.
- 2.19.2 Arithmetical errors will be rectified on the following basis. If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail, and the total price shall be corrected. If the candidate does not accept the correction of the errors, its tender will be rejected, and its tender security forfeited. If there is a discrepancy between words and figures, the amount in words will prevail
- 2.19.3 The Procuring entity may waive any minor informality or non-conformity or irregularity in a tender which does not constitute a material deviation provided such waiver does not prejudice or affect the relative ranking of any tenderer.
- 2.19.4 Prior to the detailed evaluation, pursuant to paragraph 2.19, 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.
- 2.19.5 If a tender is not substantially responsive, it will be rejected by the procuring entity and may not subsequently be made responsive by the tenderer by correction of the nonconformity.

2.20. Conversion to single currency

- 2.20.1 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.

2.21. Evaluation and Comparison of Tenders

- 2.21.1 The Procuring entity will evaluate and compare the tenders which have been determined to be substantially responsive, pursuant to paragraph 2.19
- 2.21.2 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 2.21.3.
- (a) Operational plan proposed in the tender;

(b) Deviation in payment schedule from that specified in the Special Condition of Contract.

2.21.3 Pursuant to paragraph 2.21.2., 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.

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

2.22. Contacting the Procuring entity

2.22.1 Subject to paragraph 2.18 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.

2.22.2 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.

2.23 Post-qualification

2.23.1 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.

2.23.2 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 2.10.2, as well as such other information as the Procuring entity deems necessary and appropriate

2.23.3 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.

2.24 Award Criteria

2.24.1 Subject to paragraph 2.28 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.

2.24.2 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.

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

2.25.1 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.

2.25.2 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.

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

2.26 Notification of Award

2.26.1 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.

2.26.2 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 2.8. Simultaneously

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

2.26.3 Upon the successful Tenderer's furnishing of the performance security pursuant to paragraph 2.28 the Procuring entity will promptly notify each unsuccessful Tenderer and will discharge its tender security, pursuant to paragraph 2.11

2.27 Signing of Contract

2.27.1 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.

2.27.2 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.

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

2.27.4 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.

2.28 Performance Security

2.28.1 Within thirty (30) days of the receipt of notification of award from the Procuring entity, the successful tenderer shall furnish the performance security in accordance with the Conditions of Contract, in a Performance security Form provided in the tender documents or in another form acceptable to the Procuring entity.

2.28.2 Failure by the successful tenderer to comply with the requirement of paragraph 2.28 or paragraph 2.29.1 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.

2.29 Corrupt or Fraudulent Practices

2.29.1 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. In pursuance of this policy, the Procuring entity defines, for the purpose 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 a public official in the procurement process or in contract execution; and

(ii) “**fraudulent practice**” means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Procuring entity, and includes collusive practice among tenderer (prior to or after tender submission) designed to establish tender prices at artificial non-competitive levels and to deprive the Procuring entity of the benefits of free and open competition;

2.29.2 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

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

SECTION III GENERAL CONDITIONS OF CONTRACT

3.1. Definitions

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

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

3.2. Application

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

3.3. Standards

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

3.4. Use of Contract Documents and Information

3.4.1 The Contractor shall not, without the Procuring entity’s prior written consent, disclose the Contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the Procuring entity in connection therewith, to any person other than a person employed by the contractor in the performance of the Contract.

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

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

3.5. Patent Rights

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

3.6 Performance Security

3.6.1 Within thirty (30) 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) Bankers cheque.
- 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 charged 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 Contractor 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 undelivered 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 it's 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

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

Reference of general conditions of contract	Special condition of contract
3.6 Performance Security	Not Applicable
3.7 Delivery of Services	For a Contract period of One (1) year with an option of renewal for an additional one year subject to Satisfactory Performance
3.8 Payment	Annual premium will be paid either once (or on equal instalments) at the beginning of the policy.
3.9 Price adjustment	No Price adjustments allowed. However, the policy should be able to provide for additional staff members and or reduction of the same at similar price
3.16 Applicable law	Laws of Kenya
3.18 Notices	Procuring Entity NEPAD Kenya Secretariat, Liaison House, 4th Floor, P.O.BOX 46270-00100. NAIROBI.
Other's as necessary	

SECTION V: SCHEDULE OF REQUIREMENTS

NEPAD Kenya Secretariat wishes to engage an insurance underwriting company to provide Staff Medical Insurance (Both Inpatient and Out Patient) Cover.

The Insurance Underwriting Company must meet the following conditions:-

CONDITIONS TO BE MET BY THE INSURANCE COMPANY (UNDER WRITER PROPOSED)

1. Must be registered with the Insurance regulatory Authority for the current year and a Copy of the current license be submitted with the tender documents.
2. Must have done annual gross premium in previous year of Ksh 700 Million (Nine Hundred Million) excluding the motor portfolio.
3. Must have paid at least Ksh 300 Million (Three hundred million) in claims.
4. Must provide a list of five (5) reputable clients and the total client's premium for the previous year should not be less than 50 Million.
5. Must submit a copy of the audited accounts for the last two (2) years.
6. Must have at least five senior management staff with at least fifty staff population in other cadre.
7. Must submit copies of the following documents
 - i. Pin Certificate from Kenya Revenue Authority
 - ii. Tax Compliance Certificate
 - iii. Certificate of Registration/Incorporation.
8. Must provide at least five Government institutions, departments /state corporations the insurance company has covered in the last two years with the accompanied premiums paid.
9. Must indicate claims settlement procedures and attach evidence of five recently settled claims.
10. The insurance company should have a wide and reliable branch network.
11. The insurer must attach sample of policy documents pertaining to this cover.
12. The insurer must indicate a list of benefits to be enjoyed under the cover other than the ones proposed in the schedule of requirement.
13. Must provide proof of membership of the Association of Kenya Insurers (AKI).
14. Completely Fill the Confidential Business Questionnaire
15. The bidders must quote for Medical Insurance both Inpatient and Outpatient for the bids to be considered complete
16. Complete the form of tender and price schedule in the formats provided

17. Any other information or documents which in your opinion may assist in the objective evaluation of your proposal.
18. All bids admitted at the mandatory qualification shall be subjected to technical and financial evaluation.

ANNEX 1;

DETAILS OF MEDICAL INSURANCE COVER (IN-PATIENT & OUT -PATIENT)

STAFF MEDICAL INSURANCE SCHEME COVER FOR THE PERIOD 2015/16- 2016/17

NEPAD KENYA SECRETARIAT seeks to contract a reputable service provider to provide a staff medical insurance that entails benefits which ensure members of staff receive quality health care.

The proposed Staff Medical Schemes shall be fully enhanced medical scheme cover and is intended to provide all employees and their dependants' quality and affordable medical and health care services on 24 hours cover basis taking into cognizance the unpredictable nature of sicknesses and/or accidents.

While it is appreciated that medical schemes come with inherent controls and procedures, NEPAD KENYA SECRETARIAT is hoping that the selected provider will look at the possibility of ensuring that any controls and procedures are not unnecessarily bureaucratic and cumbersome.

The Medical Scheme is expected to cover the following:-

1. Inpatient cover

The In-patient cover benefit shall cater for illnesses requiring hospitalization and will be fully enhanced with pre-existing illnesses, chronic conditions including HIV/AIDS conditions and will cater for the following benefits:-

- Accidental and illness hospitalization (accommodation, doctor(s)' fees,
- Operating theatre, ICU charges, physiotherapy, prescribed drugs, dressings surgical appliances, X-rays)
- In-patient surgery
- Admission bed (private or semi-private)
- Maternity of Kshs.....with no caesarean exclusion whether first or subsequent or elective.
- Wide coverage of Consultant doctors specializing in all areas (to be indicated in the application)
- Cover for two months when outside the country (each underwriter to state period of cover)
- Hospitalization due to dental and optical cases

- Cover for Obstetric care
- Post hospitalization benefits
- Ambulance rescue/evacuation (both road and air)
- Reimbursement of medical expense MUST be allowed
- Discharge from hospital and the cost of treatment thereof.
- Last expense per person should be indicated by the insurer

2. Outpatient cover:

The Outpatient scheme shall deal with cases of illness not requiring admission into a hospital and will include examinations, diagnosis and speedy treatment at health clinics and/or hospitals with the aim of preventing any ailment or illness from growing into cases that require hospitalization.

The outpatient cover shall encompass the following benefits:

- Routine outpatient consultation;
- Diagnostic Laboratory and Radiology services;
- Prescribed Physiotherapy;
- Prescribed drugs and dressings;
- HIV/AIDS related conditions and prescribed ARVs
- Routine Immunization (KEPI)
- Routine Antenatal check-ups (Max 1 U/S exam)
- Postnatal care up to six weeks post-delivery;
- Chronic and recurring conditions;
- Outpatient Emergency Ambulance Services;
- Dental services;
- Optical services;
- Immunizations;
- Counselling services;
- Specialist opinion on referral basis
- Health Education (wellness programmes)
- Annual pap smear and breast checks for female members and dependants
- Annual prostate checks for male members and dependants
- Any additional benefits should be specified by the bidder

3. Particulars/requirements of medical scheme cover:

The bidder is expected to provide the following:-

- Full details of what the cover provides
- Eligible expenses included in the in-patient cover
- Eligible expenses included in the out-patient cover
- Full details of cover exclusions i.e. give specific details of each excluded condition
- Dependants' eligibility

All bidders are required to fully provide information on whether the inpatient medical cover incorporates the following:-

- Funeral cover/ last expense (member Kshs.100, 000/= and dependant Kshs. 50, 000/= and free cover limit if any)
- Dental
- Optical
- Maternity
- Evacuation

NB: The costs for each of the above should be shown separately. The bid should comprise proposed medical scheme type indicating the benefits and associated costs.

4. Network coverage

The bidder should have extensive and reputable network of Hospitals, Clinics, Pharmacies and Laboratories within easy reach of the members and their dependants.

The bidder is required to provide the following:-

- (i) Full details of towns where the insurance company is represented.
- (ii) The appointed hospitals, clinics and doctors all over the country that can be accessed by NEPAD (K) employees and their dependants (attach their respective lists).
- (iii) Full details of the medical cover outside Kenya and all exclusions that are applicable.
- (iv) **NB:** All NEPAD (K) employees are resident in Nairobi. However, their family members (dependants) may not necessarily stay with them but stay in up country.
- (v) Once in a while, staff may be required to perform their duties out of station or travel within the country or overseas to attend training, seminars or workshops, field work and outreach services to the counties.
- (vi) The bidder should therefore make provision for such cases in the proposal.

5. Case Management

The bidder is expected to provide details on the following:-

- (i) A detailed description on how the cover is going to be administered.
- (ii) An analysis on how the service provider intends to address the following Issues/procedures:-
 - (a) Admission of members into the cover
 - (b) Admission of members with pre-existing conditions into the cover
 - (c) Admission of HIV/AIDS related cases to the cover
 - (d) Procedure to be followed for overseas cover
 - (e) Procedure to be followed to procure last expense (if any in your package).

6. Claims Settlement Turnaround Time

The bidder is expected to demonstrate and give details of the claims settlement turnaround time.

NB: The time indicated will be used to review the performance of the Tenderer and the underwriter for any future renewal of contract.

7. Financial Stability

The bidder should provide documentary prove that they are financially sound and is fully licensed and registered as a medical insurance cover provider.

NB: The tender documents must be accompanied with Audited Accounts for the last two years.

8. Special medical treatment

There are cases, which may require special treatment owing to medical history of a member of staff and/or dependant.

The bidder is required to propose on how such a case is dealt with in case it occurs.

9. Exclusions and requirements

The bidder must state clearly requirements, special conditions and/or exclusions applicable to the schemes.

10. References and key personnel:

The bidder must demonstrate its ability, knowledge and experience in the provision of medical insurance services and give details of key personnel charged with management of the medical scheme.

The bidder must give at least fifteen (15) current clients preferably five (5) from the public sector and ten (10) from the private sector indicating the type of cover, duration, and premiums for the medical scheme cover provided per each client.

11. Medical benefits limits

The following cover limits shall apply;

(i) Inpatient cover limits

Categories	Cover Limit	Members
NEP 1& 2	5,000,000	3
NEP 3 /4 & 5	3,000,000	11
NEP 6 /7/ 8 & 9	2,000,000	7
Total Staff		21

NB: A list of staff and their dependants will be provided.

(ii) Outpatient Limits

Categories	Cover Limit	Members
NEP 1& 2	300,000	3
NEP 3 /4 & 5	200,000	11
NEP 6 /7/ 8 & 9	150,000	7
Total		21

(iii) Maternity

The cover should provide for the normal deliveries and no caesarean exclusion whether first or subsequent or elective.

NB: There will be a probability of two (2) cases. The bidder should confirm whether the maternity benefit is part of in-patient or not. Further, the bidder should clearly state how to handle pre-natal and antenatal care.

(iv) Dental

The cover should cater for non-accidental dental and extractions and any other treatment as advised by dentist

Categories	Cover Limit	Members
NEP 1& 2	50,000	3
NEP 3 /4 & 5	30,000	11
NEP 6 /7/ 8 & 9	20,000	7
		21

(v) Optical

Categories	Cover Limit	Members
NEP 1& 2	50,000	3
NEP 3 /4 & 5	30,000	11
NEP 6 /7/ 8 & 9	20,000	7
		21

The cover should cater for glasses, frames and replacements and any other treatment as advised by optician.

(vi) Special treatment and any exclusions

The Provider should clearly state in writing all exclusions in the proposed cover.

12. Cost of the Proposed Staff Medical Scheme

The proposed scheme will be for one (1) year and the bidder is expected to tender based on the following:-

The total employees	21
The dependants	62, duly registered
Dental and optical	Per person
Maternity	Per person

SECTION VI TENDER FORM AND PRICE SCHEDULES

(i) TENDER FORM

Date.....

TENDER NO: NEPAD/P/01/2015-2017

TENDER NAME:.....

**To: NEPAD KENYA SECRETARIAT
LIAISON HOUSE, 4TH FLOOR,
STATE HOUSE AVENUE,
P.O.BOX 46270-00100.
NAIROBI.**

Gentlemen and/or Ladies:-

1. Having examined the Tender documents including (Insert numbers).....
the receipt of which is hereby duly acknowledged, we the undersigned, offer to provide Insurance Services under this tender in conformity with the said Tender document for the sum of
[Total Tender amount in words and figures] or such other sums as may be ascertained in accordance with the Schedule of Prices attached herewith and made part of this Tender.
2. We undertake, if our Tender is accepted, to provide the Insurance Cover Services in accordance with the conditions of the tender.
3. We agree to abide by this Tender for a period of[number] days from the date fixed for Tender opening of the Instructions to Tenderers, and it shall remain binding upon us and may be accepted at any time before the expiration of that period.
4. This Tender, together with your written acceptance thereof and your notification of award, shall constitute a Contract between us subject to the signing of the contract by both parties.
5. We understand that you are not bound to accept the lowest or any tender you may receive.

Dated this..... day of2015

.....
[Signature] [In the capacity of]

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

PREMIUM SCHEDULE FORM

Medical Insurance Cover

a) Inpatient cover limits

Categories	Cover Limit	Members	Family size (See attached list)	Premium (Kshs.)	Total Premium
NEP 1& 2	5,000,000	3	M+ 12		
NEP 3 /4 & 5	3,000,000	11	M+ 27		
NEP 6 /7/ 8 & 9	2,000,000	7	M+ 23		
		21			

NB: A list of staff and their dependants is attached

b) Outpatient cover limits

Categories	Cover Limit	Members	Family size (See attached list)	Premium (Kshs.)	Total Premium
NEP 1& 2	300,000	3	M+ 12		
NEP 3 /4 & 5	200,000	11	M+ 27		
NEP 6 /7/ 8 & 9	150,000	7	M+ 23		
		21			

c) Maternity

Category	Cover Limit per person	Premium (Kshs.)
NEP 1& 2		
NEP 3 /4 & 5		
NEP 6 /7/ 8 & 9		

d) Optical

Category	Cover Limit per person	Premium (Kshs.)
NEP 1& 2	50,000	
NEP 3 /4 & 5	30,000	
NEP 6 /7/ 8 & 9	20,000	

e) Dental

Category	Cover Limit per person	Premium (Kshs.)
NEP 1& 2	50,000	
NEP 3 /4 & 5	30,000	
NEP 6 /7/ 8 & 9	20,000	

PREMIUM SUMMARY COSTS.

Category	Total Premium
In-Patient	
Out -Patient	
Maternity	
Optical	
Dental	
GRAND TOTAL	

NB: Annual premium will be paid either once (or equal instalments) at the beginning of the policy.

Signature and Stamp of tenderer: _____

Note: In case of discrepancy between unit premium and total, the unit premium shall prevail.

CONTRACT FORM

THIS AGREEMENT made the day of2015 between
NEPAD KENYA SECRETARIAT of NAIROBI, KENYA (hereinafter called “the Procuring entity”)
of the one part and.....of.....
(Hereinafter called “the tenderer”) of the other part:

WHEREAS the Procuring entity invited tenders for the MEDICAL,WIBA /GPA cover and has
accepted a tender by the tenderer for the supply of the services in the sum of Kshs.....
Kenya Shillings..... (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:

- The Tender Form and the Price Schedule submitted by the tenderer;
- The Schedule of Requirements
- The Details of cover
- The General Conditions of Contract
- The Special Conditions of Contract; and
- The Procuring entity’s Notification of Award

3. In consideration of the payments to be made by the Procuring entity to the tenderer as hereinafter
mentioned, the tenderer hereby covenants with the Procuring entity to provide the
MEDICAL/WIBA/GPA cover and to remedy defects therein in conformity in all respects with the
provisions of the Contract.

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

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

Signed, sealed, delivered bythe (For the Procuring entity)

Signed, sealed, delivered bythe (For the tenderer)

In the presence ofSign.....Date.....

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 applies to your type of business. You are advised that it is a serious offence to give false information on this form.

Part 1 – General:

Business Name
Location of business premises.....
Plot No..... Street/Road.....
Postal Address Tel: No.....
Fax..... E-mail.....
Nature of Business
Registration Certificate No.....
PIN. No..... VAT Reg.No
Maximum value of business which you can handle at any one time Kshs.....
Name of your bankers
Branch.....

Part 2 (a) – Sole Proprietor

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

Part 2 (b) Partnership

Give 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.
Give details of all directors as follows

Name Nationality Citizenship Details Shares

- 1.....
- 2.....
- 3.....
- 4.....
- 5.....

* If a Kenya Citizen, indicate under “Citizenship Details” whether by Birth, Naturalization or registration.

TENDER SECURITY FORM

Whereas [name of Bidder] (hereinafter called “the tenderer” has submitted its bid dated [date of submission of bid] for the provision of insurance services (hereinafter called “the Tender”)

KNOW ALL PEOPLE by these presents that WE.....
[Name of bank] of [Name of country], having our registered office at Are bound unto [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..... dayof 20.....

THE CONDITIONS of this obligation are:-

1. If the tenderer withdraws its tender during the period of tender validity specified by the procuring entity on the Form; or
2. If the tender, having been notified of the acceptance of its tender by the procuring entity during the period of tender validity
 - (a) fails or refuses to execute the Contract Form, if required; or
 - (b) fails or refuses to furnish the performance security, in accordance with the Instructions to Tenderers.

We undertake to pay to the procuring entity up to the above amount upon receipt of its first written demand, without the procuring entity having to substantiate its demand, provided that in its demand the procuring entity will note that the amount claimed by it is due to it, owing to the occurrence of one or both of the conditions, specifying the occurred condition(s)

This tender guarantee will remain in force up to and including thirty (30) days after the period of tender validity, and any demand in respect thereof should reach the Bank not later than the above stated date.

.....
[Authorized Signatories and official stamp of the Bank]
(Amend accordingly if provided by Insurance Company)

PERFORMANCE SECURITY FORM

To:

[Name of procuring entity]

WHEREAS [Name of tenderer]

(Hereinafter called "the tenderer") has undertaken, in pursuance of Contract No.....

[reference number of the contract] dated 20.....to supply

.....
[description of insurance services] (Hereinafter called "the Contract")

AND WHEREAS it has been stipulated by you in the said Contract that the tenderer shall furnish you with a bank guarantee by a reputable bank for a sum specified therein as security for compliance with the Tenderer's performance obligations in accordance with the Contract

AND WHEREAS we have agreed to give the tenderer a guarantee:

THEREFORE WE hereby affirm that we are Guarantors and responsible to you, on behalf of the tenderer, up to a total of

[amount of the guarantee in words and figures], and we undertake to pay you, upon your first written demand declaring the tenderer to be in default under the Contract and without cavil or argument, any sum of money within the limits of [Amount of guarantee] as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

This guarantee is valid until theday of20.....

Signature and seal of the Guarantors

.....

[Name of bank of financial institution]

.....

[Address]

.....

[Date]

(Amend accordingly if provided by Insurance Company)

BANK GUARANTEE FOR ADVANCE PAYMENT

To:

[Name of Procuring entity]

[Name of tender]

Gentlemen and/or Ladies:

In accordance with the payment provision included in the Special Conditions of Contract, which amends the General Conditions of Contract to provide for advance payment.....

..... *[Name and address of tenderer]*

(Hereinafter called "the tenderer") shall deposit with the Procuring entity a bank guarantee to guarantee its proper and faithful performance under the said Clause of the Contract in an amount of..... *[Amount of guarantee in figures and words]*.

We, the..... *[bank or financial institution]*, as instructed by the tenderer, agree unconditionally and irrevocably to guarantee as primary obligator and not as surety merely, the payment to the Procuring entity on its first demand without whatsoever right of objection on our part and without its first claim to the tenderer, in the amount not exceeding *[Amount of guarantee in figures and words]*.

We further agree that no change or addition to or other modification of the terms of the Contract to be performed thereunder or of any of the Contract documents which may be made between the Procuring entity and the tenderer, shall in any way release us from any liability under this guarantee, and we hereby waive notice of any such change, addition, or modification.

This guarantee shall remain valid and in full effect from the date of the advance payment received by the tenderer under the Contract until *[Date]*.

Yours truly,

Signature and seal of the Guarantors

.....
[Name of bank or financial institution]

.....
[Address]

.....
[Date]

Medical Insurance Scheme Benefits Cover for Staff and Dependents

	Category	Member's Name	Spouse	Children	Dependants	Total
1	NEP 1	Lillian Mbogo-Omollo	1	3	4	M+4
2	NEP 2	Peter Njau Kimemia	1	3	4	M+4
3	NEP 2	Daniel Nyakundi Osiemo	1	3	4	M+4
4	NEP 3	Ibrahim Ibu Yunis	1	3	4	M+4
5	NEP 3	Nicholas Thairu	1	1	2	M+2
6	NEP 3	Nicholas Ambundo	1	2	3	M+3
7	NEP 3	Munira Hassan	1	2	3	M+3
8	NEP 4	David Yalla	0	1	1	M+1
9	NEP 4	Edward Wamagata Gaitho	0	1	1	M+1
10	NEP 5	Caroline Waeni Muinde	1	1	2	M+2
11	NEP 5	Hilda N. Kanuna	1	1	2	M+2
12	NEP 5	Milton Owino	1	3	4	M+4
13	NEP 5	Caroline Opondo	0	3	3	M+3
14	NEP 5	Franklin Kaburu	1	1	2	M +2
15	NEP 6	Daniel Elungat	1	4	5	M+5
16	NEP 6	Lydia Odinga	1	2	3	M+3
17	NEP 6	Pauline Njoroge	0	0	0	M +0
18	NEP 7	Dismas Ochola	1	4	5	M+5
19	NEP 8	Nicholas Kimutai Kosgei	1	2	3	M+3
20	NEP 8	Daniel Thiong'o Kamau	1	3	4	M+4
21	NEP 9	Anne Obwonya	1	2	3	M+3
		TOTAL			62	21+62

ANNEX 2:

GROUP LIFE INSURANCE COVER

TERMS OF REFERENCE FOR GROUP LIFE ASSURANCE (GLA) SCHEME FOR THE MEMBERS OF STAFF OF NEPAD KENYA SECRETARIAT.

INTRODUCTION:

The major challenge that faces most organizations in the 21st century is the management of comprehensive insurance cover. Employees are an important asset to any organization that cannot be replicated and it is therefore critical to ensure that the welfare of this important resource is taken care of. In this regard, NEPAD Kenya Secretariat intends to contract the services of an experienced Insurance provider to arrange for the provision of Group Life Cover for the benefit of its members of staff with an insurance company agreeable with NEPAD.

OBJECTIVE OF COVER

The primary objective is to provide a group life cover for the members of staff of NEPAD

SCOPE

The provider is expected to provide group life cover for the members of staff of NEPAD which should cover, death benefit, critical illness benefit and funeral benefits.

SPECIFIC SERVICES

The provider is expected to;

- a.) Liaise with the Human Resource department to get the details of all the employees pertaining to their names, categories and earnings
- b.) Keep the details of employees confidentially and update them as advised from time to time by NEPAD through its authorized representatives. (Any changes to the list of staff members shall only be provided by a duly authorized officer of the client)
- c.) The insurance provider is expected to arrange Group Life Cover and appoint a contact person who shall be responsible/managing the said cover.
- d.) Ensure that upon notification of any death by NEPAD, the insurance provider promptly coordinates the claim settlement process until the claim is fully settled within 30 days
- e.) Provide appropriate improvement recommendations on the cover
- f.) Such services as may be related or ancillary to the due performance of the above work

PROVISION OF QUARTERLY CLAIMS UPDATE

The insurance provider is expected to furnish NEPAD with quarterly claim updates under the cover.

REPORTING

The insurance provider shall be responsible to the Chief Executive Officer –NEPAD (K) through the Human Resources and Administration Manager.

OUTPUT/DELIVERABLES

The insurance provider shall be responsible for the following deliverables;

- i.) Conducting a debriefing exercise and submit a report
- ii.) Furnish NEPAD (K) with a policy document within Seven (7) days of signing of the contract.
- iii.) Undertake a scope of cover and claims procedure presentation
- iv.) Submit quarterly claims update on injured employees; and
- v.) Give regular endorsements of the added staff and premiums due as and when necessary.

DATE OF INCEPTION/COMMENCEMENT

The insurance provider is expected to start providing the employees with Group life Cover on the date of execution of the contract.

PERIOD OF COVER

The contract period shall be Twelve (12) months from the date of the execution of the contract. The contract may be renewed for another Twelve (12) months following the contract period by mutual agreement subject to the result of the performance evaluation to be undertaken by NEPAD (K) at the beginning of the third quarter.(i.e. January of each subsequent year)

DETAILS OF COVER

- a.) The group life cover to cater for member of staff only with the master policy in favor of NEPAD
- b.) The policy is to cover the staff of NEPAD (K) for the following;
 - i.) The cover should be quoted in terms of Insurance cover for five (5) times the annual income

- ii.) Last expense
- iii.) The group life cover to cater for Critical Illness
- iv.) Provision for free cover limit

- c.) The schedule is made up of the following; Current staff and annual income.
- d.) Name exclusion (s) and riders if any

CURRENT STAFF AND ANNUAL INCOME

Separate advice and details will be sent directly to the tenderer's authorized persons by the Human Resources Manager of NEPAD (K). Any further details and updates shall be provided by the Human Resources Manager NEPAD (K)

NB! Give a detailed write-up on how the cover is going to be administered.

ANNEX 3:

WIBA/GROUP PERSONAL INSURANCE COVER

TERMS OF REFERENCE FOR WORKMAN'S INJURIES BENEFITS ACT COVER/ GROUP PERSONAL ACCIDENT COVER FOR THE MEMBERS OF STAFF OF NEPAD KENYA SECRETARIAT

INTRODUCTION:

Employees are an important asset to any organization that cannot be replicated and it is therefore critical to ensure that the welfare of this important resource is taken care of. In this regard, NEPAD (K) intends to contract the services of an experienced Insurance provider to provide it with a WIBA cover with a rider of Group Personal Accident for its members of staff.

OBJECTIVE OF COVER

The primary objective is to provide a WIBA cover with a rider of Group Personal Accident Cover for the members of staff of NEPAD.

SCOPE

The provider is expected to provide WIBA/Group Personal Accident Cover for the members of staff of NEPAD (K).

SPECIFIC SERVICES

The provider is expected to;

- i.) Liaise with the Human Resource department to get the details of all the employees, pertaining to their names, categories and earnings.
- ii.) Keep the details of employees and directors confidentially and update them as advised from time to time by NEPAD (K) through its authorized representatives. (Any changes to the staff list or details shall only be provided by a duly authorized officer of the client)
- iii.) The provider is expected to provide WIBA/Group Personal Accident Cover for the members of staff of NEPAD and appoint a contact person who shall be responsible/managing the said cover.
- iv.) Provide appropriate improvement recommendations on the cover
- v.) Such services as may be related or ancillary to the due performance of the above work

PROVISION OF QUARTERLY CLAIMS UPDATE

The insurance provider is expected to furnish NEPAD with quarterly claim updates in respect of injured employees.

REPORTING

The insurance provider shall be responsible to the Chief Executive Officer –NEPAD (K) through the Human Resources and Administration Manager.

OUTPUT/DELIVERABLES

The insurance provider shall be responsible for the following deliverables;

- i.) Conducting a debriefing exercise and submit a report
- ii.) Furnish NEPAD (K) with a policy document within Seven (7) days of signing of the contract.
- iii.) Undertake a scope of cover and claims procedure presentation
- iv.) Submit quarterly claims update on injured employees; and
- v.) Give regular endorsements of the added staff and premiums due as and when this happens

DATE OF INCEPTION/COMMENCEMENT

The insurance provider is expected to start providing the employees with the WIBA/Group Personal Accident cover on the date of execution of the contract.

PERIOD OF COVER

The contract period shall be Twelve (12) months from the date of the execution of the contract. The contract may be renewed for another Twelve (12) months by mutual agreement based on the performance.

DETAILS OF COVER

- a.) The cover to cater for principal member only with the master policy in favor of NEPAD (K)
- b.) The policy is to cover the staff of NEPAD (K) for the following;
 - i.) Accidental death: earnings of not less than 96 months
 - ii.) Permanent/total disability: earnings of not less than 96 months
 - iii.) Temporary total disability: earnings of not less than 52 weeks
 - iv.) Medical expenses of not less than Kshs. 500,000.00; and

v.) Last expense: not less than Kshs. 30,000.00

vi.) Free cover limit

vii.) The sum assured: Five (5) times the annual income.

viii.) The schedule is made up of the following; Current staff, Board of directors and annual income.

ix.) Name exclusion (s) if any

ANNEX 4:**MOTOR VEHICLE INSURANCE****SCHEDULE OF REQUIREMENTS – GENERAL INSURANCES**

PARTICULARS OF INSURANCE	RISK TO BE COVERED	DETAILS	SUM ASSURED (KSHS.)
Motor vehicle insurance (Private)	Comprehensive motor insurance	Kindly quote clearly the premium payable in percentage of the sum insured and provide the amount/or percentage which is excess payable in case of claims (if any). Ensure that the premiums quoted tallies with the percentage	List of vehicles to be provided

VALUATION OF MOTOR VEHICLES- NEPAD KENYA SECRETARIAT

REG NO	MAKE	ACQUISITION DATE	ACQUISITION VALUE
KBT 971N	Toyota Land cruiser Prado	22/02/2013	10,045,832/=
KBU 230T	Toyota Hiace	16/05/2013	6,595,385/=

PRICE SCHEDULE FORM

ITEM	DESCRIPTION OF INSURANCE COVER	TOTAL ANNUAL PREMIUM QUOTED IN KES, TAXES AND ALL CHARGES INCLUDED
1	MEDICAL INSURANCE	
2	GROUP LIFE COVER	
3	WIBA/GROUP PERSONAL ACCIDENT COVER	
4	MOTOR VEHICLE	

Note: Award will be made on Item by Item basis

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.

Lillian Mbogo-Omollo, OGW
CHIEF EXECUTIVE OFFICER

Annexes:

1. ANNEX 1: Terms of Reference for Medical Insurance
2. ANNEX 2: Terms of Reference for Group Life
3. ANNEX 3: Terms of Reference for WIBA/Group Personal Accident
4. ANNEX 4: Motor Vehicle Insurance
5. ANNEX 5: Staff Gross Salaries Schedule