



National Drought Management Authority

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TENDER FOR PROVISION OF STAFF MEDICAL INSURANCE COVER

Tender No. NDMA/20/2017-2018

CLOSING DATE: TUESDAY, 3rd JANUARY 2017

TIME: 10.30 AM

TENDER ISSUE DATE: TUESDAY 19th DECEMBER, 2017

INVITATION FOR TENDERS (IFT) OPEN

NATIONAL TENDER

1. The National Drought Management Authority NDMA has set aside funds for use in the procurement of services during the Financial Years 2017-2018. It is intended that part of the proceeds of the funds will be used to cover eligible payments under contracts for **Provision of Staff Medical Insurance Cover** as follows:

Tender No.	Description	Eligibility
NDMA/20/2017-2018	Provision of Staff Medical Insurance Cover (Re-advertisement)	Open to Insurance Underwriters only

2. NDMA now invites sealed bids from eligible Service Providers for Provision of Staff Medical Insurance Cover.
3. Bidding will be conducted through the procedures specified in the Public Procurement and Asset Disposal Act 2015 and is open to eligible bidders.
4. Interested eligible firms may obtain further information from and inspect the tender document at the Supply Chain Management Department at NDMA Headquarters, Lonrho House, Standard Street, 8th Floor, P.O. Box 53547 - 00200, Nairobi, Tel. 020 - 2301354 / 0722200656 during official working hours or downloaded from the Suppliers portal <https://supplier.treasury.go.ke>. Documents downloaded are free of charge and bidders are advised to register their bid documents at the Procurement Office or via email at supplychain@ndma.go.ke (Refer to registration form in the tender document)
5. Complete set of tender document may be obtained by interested candidates upon payment of a non-refundable fee of Kshs. 1,000 in Bankers Cheque or cash deposited in the National Drought Management Authority Bank Account, Kenya Commercial Bank - KICC Branch, Account Number 1136140255, and submit the deposit slip at the cash office at NDMA Headquarters located on 8th Floor, Lornho House, situated along Standard Street, Nairobi.
6. Completed serialized/paginated bidding documents one original and a copy in plain sealed envelopes clearly marked on top with the Tender Number and description and accompanied by a Bid security of an amount of KES900,000.00 or equivalent in a freely convertible currency from Commercial Banks or Insurance Companies (Approved by Public Procurement Regulatory Authority) and should be addressed to:

**The Chief Executive Officer
National Drought Management Authority
Lonrho House, Standard Street,
P.O Box 53547 - 00200
Nairobi, Kenya**

and must be deposited in the Tender Box situated at the Reception on the 8th Floor, Lonrho House, Standard Street, Nairobi on or before **3rd January, 2018**. Bulky tenders can be handed over to NDMA **Procurement Manager's** office for registration and safe keeping till the tender opening date.

7. Bids will be opened promptly in public and in the presence of Bidders' and/or representatives who choose to attend the opening **at NDMA Boardroom, Lonrho House, 17th Floor, at 10.30 a.m Local time on 3rd January, 2018**.
8. Late bids, portion of bids, bids not received, bids not opened and not readout in public at the bid opening ceremony shall not be accepted for evaluation irrespective of the circumstances.

REGISTRATION FORM FOR ONLINE TENDERES/BIDDERS/SUPPLIERS

Tender No. **NDMA/20/2017-2018 FOR PROVISION OF STAFF MEDICAL INSURANCE COVER**

NOTE: Please provide your details below for purposes of communication in case you download this tender document from Treasury Supplier Portal or NDMA website.

Name of the firm:

Postal Address:

Telephone Contacts:

Company email address:

Contact Person:

Once completed please submit this form to the email below;

supplychain@ndma.go.ke

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SECTION A: INSTRUCTIONS TO TENDERERS

2.1. Eligible Tenderers

2.1.1 This Invitation for Tenders is open to all eligible 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 are not eligible to participate in the tender.

2.1.3 Tenderers shall provide the qualification information statement that the tenderer (including all members of a joint venture and subcontractors) is not associated, or have been associated in the past, directly or indirectly, with a firm or any of its affiliates which have been engaged by the Procuring entity to provide consulting services for the preparation of the design, specifications, and other documents to be used for the procurement of the services under this Invitation for tenders.

2.1.4 Tenderers involved in the corrupt or fraudulent practices or debarred from participating in public procurement shall not be eligible.

2.2 Cost of Tendering

2.2.1 The Tenderer shall bear all costs associated with the preparation and submission of its tender, and the procuring entity, will in no case be responsible or liable for those costs. Regardless of the conduct or outcome of the tendering process

2.2.2 The price to be charged for the tender document shall not exceed Kshs.1,000/=

2.2.3 The procuring entity shall allow the tenderer to review the tender document free of charge before purchase.

2.2.4 Tenderers can alternatively download the document from Treasury Suppliers portal <https://supplier.treasury.go.ke>. Documents downloaded are free of charge and bidders are advised to register their bid documents at the Procurement Office or via email at supplychain@ndma.go.ke

2.3 Contents of Tender Document

2.3.1 The tender documents comprise the documents listed below and any 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 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 promptly to enable the tenderer make timely submissions of its tender.

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) 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

1.8.1 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 including all applicable taxes.

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

2.10. Tender Currencies

2.10.1 Prices shall be quoted in any freely convertible currency.

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 its 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 **Kshs. 900,000**

2.12.3 The tender security is required to protect the Procuring entity against the risk of Tenderer's conduct which would warrant the security's forfeiture, pursuant to paragraph 2.12.7

2.12.4 The tender security shall be denominated in Kenya Shillings or in another freely convertible currency, and shall be in the form: -

- a) Banker's cheque
- b) A bank guarantee.
- c) Such insurance guarantee approved by the Public Procurement Oversight Authority.
- d) Letter of credit.
- e) Security from deposit taking micro finance institution, Sacco societies, youth or women enterprise funds

2.12.5 Any tender not secured in accordance with paragraph 2.12.1.and1.12.3 shall be rejected by the Procuring entity as non-responsive, pursuant to paragraph 2.20.5

2.12.6 Unsuccessful Tenderer's tender security will be discharged or returned as promptly as possible but not later than thirty (30) days after the expiration of the period of tender validity

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

2.12.8 The tender security may be forfeited:

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

2.13. Validity of Tenders

2.13.1 Tenders shall remain valid for 120 days after date of tender opening pursuant to paragraph 2.18. A tender valid for a shorter period shall be rejected by the Procuring entity as non-responsive.

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

2.14. Format and Signing of Tenders

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

2.14.2 The original and copy of the tender shall be signed by the tenderer or a person or persons duly authorized to bind the tenderer to the contract.

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

2.15 Sealing and Marking of Tenders

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

2.15.2 The inner and outer envelopes shall:

(a) Be addressed to the Procuring entity at the following address:

**The Chief Executive Officer
National Drought Management Authority
Lonrho House, 8th Floor, Standard Street
P.O Box 53547 - 00200
Nairobi.**

(b) Bear, **NDMA/20/2017-2018**, the Invitation For Tenders (IFT) and the words: **“DO NOT OPEN BEFORE 10.30 a.m. on 3rd January, 2018.**

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 **10.30 a.m. on 3rd January, 2018.**

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 in 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 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 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 2.12.7.

2.18. Opening of Tenders

2.18.1 The Procuring entity will open all tenders in the presence of tenderers or their representatives who choose to attend, at 10.30 a.m. on **3rd January, 2018** at the **NDMA Boardroom, Lonrho House, 17th Floor, Standard Street, Nairobi.**

2.18.2 The tenderers' representatives who are present shall sign a register evidencing their attendance.

2.18.3 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.

2.18.4 The Procuring entity will prepare minutes of the tender opening.

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 required sureties have been furnished, whether the documents have been properly signed, and whether the tenders are generally in order.

2.20.2 The tender sum as submitted and read out during the tender opening shall be absolute and final and shall not be the subject of correction, adjustment or amendment in any way by any person or entity. If there is a discrepancy between words and figures, the amount in words will prevail.

2.20.3 The Procuring entity may waive any minor informality or nonconformity or irregularity in a tender which does not constitute a material deviation provided such waiver does not prejudice or affect the relative ranking of any tenderer.

2.20.4 Prior to the detailed evaluation, pursuant to paragraph 2.20, the Procuring entity will determine the substantial responsiveness of each tender to the tender documents. For purposes of these paragraphs, a substantially responsive tender is one which conforms to all the terms and conditions of the tender documents without material deviations the Procuring entity's determination of a tender's responsiveness is to be based on the contents of the tender itself without recourse to extrinsic evidence.

2.20.5 If a tender is not substantially responsive, it will be rejected by the procuring entity and may not subsequently be made responsive by the tenderer by correction of the nonconformity.

2.21. Conversion to single currency

2.21.1 Where other currencies are used, the Procuring entity will convert those currencies to Kenya Shillings using the selling exchange rate on the date of tender closing provided by the Central Bank of Kenya.

2.22. Evaluation and Comparison of Tenders

2.22.1 The Procuring entity will evaluate and compare the tenders which have been determined to be substantially responsive, pursuant to paragraph 2.20

2.22.2 The Procuring entity's evaluation of a tender will take into account, in addition to the tender price, the criteria in Section I

2.22.3 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's 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 1.11.2, as well as such other information as the Procuring entity deems necessary and appropriate.

2.24.3 An affirmative determination will be a prerequisite for award of the contract to the tenderer. A negative determination will result in rejection of the Tenderer's tender, in which event the Procuring entity will proceed to the next lowest evaluated tender to make a similar determination of that Tenderer's capabilities to perform satisfactorily.

2.25 Award Criteria

2.25.1 Subject to paragraph 2.29 the Procuring entity will award the contract to the successful tenderer whose tender has been determined to be substantially responsive and has been determined to be the lowest evaluated tender, provided further that the tenderer is determined to be qualified to perform the contract satisfactorily.

2.25.2 To qualify for contract awards, the tenderer shall have the following: -

- (a) Necessary qualifications, capability experience, services, equipment and facilities to provide what is being procured.
- (b) Legal capacity to enter into a contract for procurement
- (c) Shall not be insolvent, in receivership, bankrupt or in the process of being wound up and is not the subject of legal proceedings relating to the foregoing.
- (d) Shall not be debarred from participating in public procurement.

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

2.26.1 The Procuring entity reserves the right to accept or reject any tender, and to annul the tendering process and reject all tenders at any time prior to contract award, without thereby incurring any liability to the affected tenderer or tenderers or any obligation to inform the affected tenderer or tenderers of the grounds for the Procuring entity's action.

If the Procuring entity determines that none of the tenders is responsive, the Procuring entity shall notify each tenderer who submitted a tender.

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

2.26.3 A tenderer who gives false information in the tender document about its qualification or who refuses to enter into a contract after notification of contract award shall be considered for debarment from participating in future public procurement.

2.27 Notification of Award

2.27.1 Prior to the expiration of the period of tender validity, the Procuring entity will notify the successful tenderer in writing that its tender has been accepted.

2.27.2 The notification of award will signify the formation of the contract subject to the signing of the contract between the tenderer and the procuring entity pursuant to clause

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

2.27.3 Upon the successful Tenderer's furnishing of the performance security pursuant to paragraph 2.29 the Procuring entity will promptly notify each unsuccessful Tenderer and will discharge its tender security, pursuant to paragraph 1.12

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 21 days from the date of notification of contract award unless there is an administrative review request.

2.29 Performance Security

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

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

2.30 Corrupt 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. In pursuance of this policy, the Procuring entity: -

- (a) defines, for the purposes of this provision, the terms set forth below as follows:
 - (i). “corrupt practice” means the offering, giving, receiving or soliciting of anything of value to influence the action of 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;
- (b) 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;
- (c) will declare a firm ineligible, either indefinitely or for a stated period of time, to be awarded any contract if it at any time determines that the firm has engaged in corrupt or fraudulent practices in competing for, or in executing, a contract

2.30.2 Furthermore, tenderers shall be aware of the provision stated in the General Conditions of Contract.

SECTION B: GENERAL CONDITIONS OF CONTRACT

1. Definitions

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 to the Procuring entity under the Contract.
- (d) "The Procuring entity" means the organization sourcing for the services under this Contract, in this case National Drought Management Authority (NDMA).
- (e) "The tenderer" means the individual or firm providing the services under this Contract.

2. Application

2.1 These General Conditions shall apply in all Contracts made by the Procuring entity for the procurement of services.

4. Standards

4.1 The services provided under this Contract shall conform to the standards mentioned in the Technical Specifications.

5. Use of Contract Documents and Information

5.1 The Candidate 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 tenderer in the performance of the Contract.

- 5.2 The tenderer shall not, without the Procuring entity's prior written consent, make use of any document or information enumerated in paragraph 5.1 above.
- 5.3 Any document, other than the Contract itself, enumerated in paragraph 5.1 shall remain the property of the Procuring entity and shall be returned (all copies) to the Procuring entity on completion of the Tenderer's performance under the Contract if so required by the Procuring entity.

6. Performance Security

- 6.1 Within Fourteen (14) days of receipt of the notification of Contract award, the successful tenderer shall furnish to the Procuring entity the performance security in the amount specified in Special Conditions of Contract.
- 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.
- 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 bank guarantee or an irrevocable letter of credit issued by a reputable bank located in Kenya acceptable to the Procuring entity, in the form provided in the tender documents.
- 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 Tenderer's performance obligations under the Contract, including any warranty obligations, under the Contract.

7. Payment

- The method and conditions of payment to be made to the tenderer under this Contract shall be specified in Special Conditions of Contract.
- Payments shall be made promptly by the Procuring entity as specified in the contract.

8. Prices

Prices charged by the tenderer for Services performed under the Contract shall not, with the exception of any price adjustments authorized in Special Conditions of Contract, vary from the prices by the tenderer in its tender.

9. Assignment

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

10. Subcontracts

The tenderer shall notify the Procuring entity in writing of all subcontracts awarded under this Contract if not already specified in the tender. Such notification, in the original tender or later, shall not relieve the tenderer from any liability or obligation under the Contract.

11. Termination for Default

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

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

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 tenderer shall be liable to the Procuring entity for any excess costs for such similar services.

12. Liquidated Damages

If the tenderer fails to provide any or all of the services within the period(s) specified in the contract, the procuring entity shall, without prejudice to its other remedies under the contract, deduct from the contract prices liquidated damages sum equivalent to 0.5% of the price of the unperformed services up to a maximum deduction of 10% of the unperformed services. After this the procuring entity, may consider termination of the contract.

13. Resolution of Disputes

- 15.1 The procuring entity and the tenderer shall make every effort to resolve amicably by direct informal negotiation any disagreement or dispute arising between them under or in connection with the contract.
- 15.2 If, after thirty (30) days from the commencement of such informal negotiations both parties have been unable to resolve amicably a contract dispute the provisions of the Arbitration Act of the Laws of Kenya shall apply.

14. Language and Law

The language of the contract and the law governing the contract shall be English language and the Laws of Kenya respectively unless otherwise stated.

15. Force Majeure

The tenderer 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.

SECTION C: SPECIAL CONDITIONS OF CONTRACT

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

1. Clarification of Documents

The Procuring entity will respond in writing to any request for clarification of the tender documents, which it receives no later than Seven (7) days prior to the deadline for the submission of tenders.

2. Bidders Eligibility

The documentary evidence of the Bidders eligibility to tender shall include **proof of tax compliance** from Kenya Revenue Authority.

3. Bid documents

3.1 The bid documents submitted by the tenderer shall contain conclusive details of the terms and conditions of the policy tendered for.

3.2 The full details of the terms and conditions of the policy and/or policies tendered for shall be contained in the bid documents submitted by the tenderer which shall have no material variations to the policy document to be submitted by the underwriters.

4. Validity of Tenders Tenders shall remain valid for 120 days.

5. Validity of bid security

The amount of tender security required is **Kshs.900,000.00.(Kenya Shillings Nine Hundred Thousand)** Tender Security must be valid thirty (30) days after the end of the tender validity period i.e. one hundred and fifty (150) days from the date of tender opening.

7. Prices to be quoted in Kenya Shillings.

8. Performance Security shall be 10% of the tender sum.

7. Provide company profile including names of directors and senior managers.

8. Provide particulars of Professional Indemnity cover held.
9. Provide copy of the current registration certificate with the Insurance Regulatory Authority (IRA).
10. Provide complete set of audited financial statements for the last three years.
11. Before contracting, Underwriters should provide policy cover.
12. Specify credit terms to be offered.
13. Provide references of other organisations to which you render medical insurance services in the last three years.
14. Indicate the number of years the company has been in business.

Bidders must also provide the following mandatory requirements

- a) Must be registered with the Insurance Regulatory Authority as an underwriter for the current year and submit copy of the current license
- b) Must have an annual gross premium in previous year of Kshs.1 Billion
- c) Must have a paid-up capital of at least Kshs.200 million
- d) Must give a list of 5 (five) reputable clients and the total clients premiums for 2015
- e) Must submit a copy of the audited accounts for 2014, 2015 and 2016.
- f) Must submit a copy of Current Single Business Permit from the County Government
- g) Must have detailed company profile including the CV's for all the Company Directors showing qualifications and years of experience
- h) Must be a member of the Association of Kenya Insurance (AKI).

16. Terms and conditions of the Contract

The terms and conditions contained in the contract document shall form part of the policy document issued to the Procuring entity by the underwriter awarded the insurance business.

17. Signing of Contract

25.1 The contract will be final and conclusive upon its signature by the two parties.

25.2 By signing the Contract Form the tenderer binds the underwriter to the terms and conditions set therein.

SECTION D- TERMS OF REFERENCE FOR A COMPREHENSIVE MEDICAL COVER SCHEME

The National Drought Management Authority (NDMA) is a public body established by the National Drought Management Authority (NDMA) Act, 2016. It previously operated under the State Corporations Act (Cap 446) of the Laws of Kenya by Legal Notice Number 171 of November 24, 2011.

The Act gives the NDMA the mandate to exercise overall coordination over all matters relating to drought management including implementation of policies and programmes relating to drought management.

The Authority is in the process of providing a medical cover for Three Hundred and Fifty Two (352) staff for the year 2017 – 2018 (with a possibility of extension for a further one year upon satisfactory performance of the service provider and subject to agreement between the two parties) through an Insurance service provider.

National Drought Management Authority now intends to procure a medical insurance cover for three hundred and fifty two (352) staff through an Insurance Service Provider. The Authority has three different categories of staff namely:

1. Board Members – whose scope will include medical cover for individual Board Members Only as will be outlined. This has been classified as Category A
2. Permanent Employees – whose scope will include medical cover for the employee, spouse and dependants. These has been classified as Category B and C.

NDMA has employees spread out in twenty-three Counties of:

- | | |
|-----------------|-----------------|
| 1. Nairobi | 15. Samburu |
| 2. Kajiado | 16. Laikipia |
| 3. Narok | 17. Nyeri |
| 4. Baringo | 18. Turkana |
| 5. Taita Taveta | 19. West Pokot |
| 6. Kilifi | 20. Meru |
| 7. Kwale | 21. Mbeere |
| 8. Lamu | 22. Narok |
| 9. Tana River | 23. Makueni and |
| 10. Garissa | 24. Kitui |
| 11. Wajir | |
| 12. Mandera | |
| 13. Marsabit | |
| 14. Isiolo | |

In this regard the Authority wishes to invite proposals from eligible Insurance Underwriters to provide comprehensive medical cover for inpatient, outpatient, dental, optical and maternity cover as detailed below:

	Category A	Category B	Category C
In Patient Overall Limit	1,500,000	1,500,000	1,000,000
Out Patient Overall Limit	100,000	150,000	100,000
Dental Limit	40,000	40,000	30,000
Optical Limit	40,000	40,000	30,000
Maternity	To be covered within in-patient limit		
Co-Pay	1,000	1,000	1,000

Hospitals Affected by Co-Pay

1. Nairobi
2. Aga Khan
3. Mater
4. Karen
5. M.P. Shah

Please note that for Category A and B, provide for Private Bed with a premium limit of Kshs. 15,000 net of NHIF rebate and a Ward Bed for Category C

The proposal should also include:

- Option of ‘topping up’ the cover where member has more than the number of dependents provided for by the cover or would like to enhance the cover limit
- Exclusions to the cover
- Bidders should indicate the proposed maternity cover limit.

Period of cover - 1 year
Time of cover - 24 hours

Scope of Cover

To provide Medical Insurance Cover Specifically Inpatient, Outpatient, Dental, Optical and Maternity cover to Board Members, NDMA staff, and their dependents. Last expense will be for Principal Member only.

The family coverage should be for: -

1 Principal staff	}	
1 Spouse	}	M+5
4 children	}	

The Data provided is as per the staff payroll for October 2017 and might be subject to adjustment upwards or downwards before award of the contract.

Salient Features

Eligibility Age	Children	From birth to 25 years and up
	Employee and Spouse	UP to 70 years
Waiting period	Existing Member	None
	New employee and additional spouse or newly born baby	None

Total number of Board and Staff members are 352 persons.

Beneficiary	Category of Staff			Total Staff	Total Population
	A	B	C		
M	4	0	27	31	31
M+1	0	1	23	24	48
M+2	0	2	46	48	144
M+3	0	7	67	74	296
M+4	0	11	65	76	380
M+5	0	17	82	99	594
Total	4	38	310	352	1,493

The proposal should also include the following

- Option for 'topping up' the cover where member has more than the number of dependents provided by the cover or would like to enhance the cover limit.
- Exclusions to the cover
- Funeral/Last expense covers (for four (4) Board of Directors).

The proposed corporate medical cover plans include: -

1. Out-patient Scheme includes the following while the patient is hospitalized:-

- Surgical operations and procedures
- Theatre fees
- Pre- existing disease management
- Second opinion consultation
- Professional fees
- Anaesthetics for surgery
- Assistant at operations
- Ward accommodation

- ICU/HDU
- Visits and consultations by GP and/or Specialist (while in Hospital)
- Hospitalization after accidents
- Radiology
- Pathology
- Physiotherapy
- Ultrasound, MRI, CT Scan
- Blood Transfusions
- Internal prostheses
- Prescription drugs and materials
- Medicine received on discharge from hospital
- Emergency evacuations and ambulance services
- Labour and recovery wards
- Psychiatric illness
- Child clinics and Immunization
- Vaccines
- Psychological counseling
- Laboratory
- Ambulance services
- ENT services
- Dental services (X-Ray, Consultation, Extractions, Fillings, Dentures, Root Canal, Scaling and Polishing)
- HIV/ AIDS treatment & care

2. In-patient Scheme includes the following while the patient is hospitalized:-

- Rescue and evacuation
- Discharge medication
- Oncology tests, drugs and consultation fees
- Surgical operations and procedures
- First non-elective Caesarian Section
- Theatre fees
- Professional fees
- Anaesthetics for surgery
- Assistants at operations
- Ward accommodation
- ICU/HDU
- Visits and consultations by GP and/or Specialist
- Hospitalization after accidents
- X-Ray and pathology (while hospitalized).
- Physiotherapy
- Ultrasound, MRI, CT Scan
- Blood Transfusions
- Internal Prostheses

- Medicine/Drugs used
- Medicine received on discharge from Hospital
- Emergency evacuations and ambulance services
- Labour and recovery wards
- Psychiatric illness
- Occupational Therapy services
- Laboratory
- ENT services
- Maxilofacial surgery: trauma
- HIV/AIDS treatment & care

3. Maternity Scheme

- Cost of normal and caesarian deliveries while hospitalized
- Labour and recovery wards
- Professional fees
- Ante natal, Post-natal , Peri-natal care
- Obstetric Ultrasounds
- Maternity related illness and complications

NOTE: The Cover Limit should clearly indicate the categories and applicable rates for the 4 employee categories/levels as outlined above.

SECTION E: TENDER FORM AND PRICE SCHEDULES

(i). SAMPLE FORM OF TENDER

Date: _____

Tender No: NDMA/20/2017-2018

To:

**The Chief Executive Officer
National Drought Management Authority
P.O. Box 53547 - 00200
Nairobi**

Gentlemen and/or Ladies:

1. Having examined the tender documents including Addenda Nos.
[insert numbers], the receipt of which is hereby duly acknowledged, we, the undersigned, offer to supply and deliver.....
[description of services]
 in conformity with the said tender documents and or such other sums as may be ascertained in accordance with the Schedule of rates and prices attached herewith and made part of this Tender.
2. We undertake, if our Tender is accepted, to deliver the services in accordance with our specifications.
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. Until a formal Contract is prepared and executed, this Tender, together with your written acceptance thereof and your notification of award, shall constitute a binding Contract between us.
5. We understand that you are not bound to accept the lowest or any tender you may receive.

Dated this _____ day of _____ 20_____.

.....
[signature]

.....
[in the capacity of]

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

(ii). PRICE SCHEDULE FORM:

CLIENT NAME: NATIONAL DROUGHT MANAGEMENT AUTHORITY

CATEGORY A										
Inpatient Limit per Family	Family Size	Number of Families	Premiums (Kshs)	Total	Outpatient Limit per Member of the Family	Family Size	Total members in family	Number of Families	Premiums (Kshs)	Total
2,000,000	M	4			150,000	M	4	4		
	M+1	0				M+1	0	0		
	M+2	0				M+2	0	0		
	M+3	0				M+3	0	0		
	M+4	0				M+4	0	0		
	M+5	0				M+5	0	0		
TOTAL INPATIENT PREMIUM					TOTAL OUTPATIENT PREMIUM					

CATEGORY B											
Inpatient Limit per Family	Family Size	Total members in family	Number of Families	Premiums (Kshs)	Total	Outpatient Limit per Family	Family Size	Total members in family	Number of Families	Premiums (Kshs)	Total
1,500,000	M	0	0			150,000	M	0	0		
	M	2	1				M+1	2	1		
	M	6	2				M+2	6	2		
	M	28	7				M+3	28	7		
	M	55	11				M+4	55	11		
	M	102	17				M+5	102	17		
TOTAL INPATIENT PREMIUM						TOTAL OUTPATIENT PREMIUM					

CATEGORY C												
Inpatient Limit per Family	Family Size	Total members in family	Number of Families	Premiums (Kshs)	Total		Outpatient Limit per Family	Family Size	Total members in family	Number of Families	Premiums (Kshs)	Total
1,000,000	M	27	27				100,000	M	2	27		
	M+	46	23					M+1	4	23		
	M+	138	46					M+2	1	46		
	M+	268	67					M+3	2	67		
	M+	325	65					M+4	3	65		
	M+	492	82					M+5	4	82		
	TOTAL INPATIENT PREMIUM					TOTAL OUTPATIENT PREMIUM						

Dental (PER FAMILY) Category A and B

Limit	Family Size	Number of Families	Premiums (Kshs)	Total
40,000	M	4		
	M+1	0		
	M+2	3		
	M+3	7		
	M+4	10		
	M+5	17		
TOTAL DENTAL PREMIUM				

Optical (PER FAMILY) Category A and B

Limit	Family Size	Number of Families	Premiums (Kshs)	Total
40,000	M	4		
	M+1	0		
	M+2	3		
	M+3	7		
	M+4	10		
	M+5	17		
TOTAL DENTAL PREMIUM				

Dental (PER FAMILY) Category C

Limit	Family Size	Number of Families	Premiums (Kshs)	Total
30,000	M	28		
	M+1	23		
	M+2	46		
	M+3	68		
	M+4	66		
	M+5	82		
TOTAL DENTAL PREMIUM				

Optical (PER FAMILY) Category C				
Limit	Family Size	Number of Families	Premiums (Kshs)	Total
30,000	M	28		
	M+1	23		
	M+2	46		
	M+3	68		
	M+4	66		
	M+5	82		
TOTAL DENTAL PREMIUM				

Maternity Benefits (Per delivery)				
Category	Limit	Units	Premiums (Kshs)	Total
B	State limit within in-patient cover			
C	State limit within in-patient cover			
TOTAL MATERNITY PREMIUM				

TOTAL PREMIUMS PAYABLE KSHS. _____

Signature of Tenderer's authorised official _____

Date _____

SECTION F: SAMPLE TENDER SECURITY FORM

Date: _____

Tender No: NDMA/20/2017-2018
To: **The Chief Executive Officer**
National Drought Management Authority
P.O. Box 53547 - 00200
Nairobi

Whereas..... [*Name of the tenderer*]

(hereinafter called "the tenderer") has submitted its tender dated[*date of submission of tender*] for the supply of.....
[*name and/or description of the materials and spares*]
(hereinafter called "the tender").....

KNOW ALL PEOPLE by these presents that we.....
of..... having our registered office at
..... (hereinafter called "the Bank"), are bound unto.....
[*name of Procuring entity*] (hereinafter called "the Procuring entity") in the sum of
.....

for which payment well and truly to be made to the said Procuring entity, the Bank binds itself, its successors, and assigns by these presents. Sealed with the Common Seal of the said Bank this ____ day of _____ 20____.

THE CONDITIONS of this obligation are:

1. If the tenderer withdraws its Tender during the period of tender validity specified by the tenderer on the Tender Form; or
2. If the tenderer, 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 two conditions, specifying the occurred _____ condition _____ or _____ conditions.

This 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 date.

*[signature of the bank]*_____

SECTION G: SAMPLE CONTRACT FORM

THIS AGREEMENT made the ____ day of _____ 20____ between.....[*name of Procurement entity*] of...[*country of Procurement entity*] (hereinafter called "the Procuring entity") of the one part and..... [name of tenderer] of..... [city and country of tenderer] (hereinafter called "the tenderer") of the other part:

WHEREAS the Procuring entity invited tenders for **PROVISION OF STAFF MEDICAL INSURANCE COVER** on the basis of the rates specified on the appended schedules (hereinafter called "the Contract Price").

NOW THIS AGREEMENT WITNESSETH 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 General Conditions of Contract;
 - (c) the Special Conditions of Contract; and
 - (d) the Procuring Entity's Notification of Award
 - (e) Authorization letter from the Underwriter
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 services and to remedy defects therein in conformity in all respects with the provisions of the Contract
3. The Procuring entity hereby covenants to pay the tenderer in consideration of the provision of the services and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the contract at the times and in the manner prescribed by the contract.

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

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

in the presence, of _____

SECTION H: ANTI - CORRUPTION POLICY IN THE PROCUREMENT PROCESS

UNDERTAKING BY BIDDER ON ANTI - CORRUPTION POLICY / CODE OF CONDUCT AND COMPLIANCE PROGRAMME

The governments of Kenya is committed to fighting corruption in all its forms and in all its institutions to ensure that all the government earned revenues are utilized prudently and for the purpose intended with a view to promoting economic development as the country work towards actualizing Vision 2030.

The following is a requirement that every Bidder wishing to do business with NDMA must comply with:

- (1) Each bidder must submit a statement, as part of the tender documents, in the format given and which must be signed personally by the Chief Executive Officer or other appropriate senior corporate officer of the bidding company and, where relevant, of its subsidiary in Kenya. If a tender is submitted by a subsidiary, a statement to this effect will also be required of the parent company, signed by its Chief Executive Officer or another appropriate senior corporate officer.
- (2) Bidders will also be required to submit similar No-bribery commitments from their subcontractors and consortium partners; the bidder may cover the subcontractors and consortium partners in its own statement, provided the bidder assumes full responsibility.
- (3) a) Payment to agents and other third parties shall be limited to appropriate compensation for legitimate services.
b) Each bidder will make full disclosure in the tender documentation of the beneficiaries and amounts of all payments made, or intended to be made, to agents or other third parties (including political parties or electoral candidates) relating to the tender and, if successful, the implementation of the contract.
c) The successful bidder will also make full disclosure [quarterly or semi- annually] of all payments to agents and other third parties during the execution of the contract.

- d) Within six months of the completion of the performance of the contract, the successful bidder will formally certify that no bribes or other illicit commissions have been paid. The final accounting shall include brief details of the goods and services provided that are sufficient to establish the legitimacy of the payments made.
 - e) Statements required according to subparagraphs (b) and (d) of this paragraph will have to be certified by the company's Chief Executive Officer, or other appropriate senior corporate officer.
- (4) Tenders which do not conform to these requirements shall not be considered.
 - (5) If the successful bidder fails to comply with its No-bribery commitment, significant sanctions will apply. The sanctions may include all or any of the following:
 - a) Cancellation of the contract;
 - b) Liability for damages to the public authority and/or the unsuccessful competitors in the bidding possibly in the form of a lump sum representing a pre-set percentage of the contract value (liquidated).
 - (6) Bidders shall make available, as part of their tender, copies of their anti-Bribery Policy/Code of Conduct, if any, and of their-general or project - specific - Compliance Program.
 - (7) The Government of Kenya through Kenya Anti-Corruption Commission has made special arrangements for adequate oversight of the procurement process and the execution of the contract. Those charged with the oversight responsibility will have full access if need be to all documentation submitted by Bidders for this contract, and to which in turn all Bidders and other parties involved or affected by the project shall have full access (provided, however, that no proprietary information concerning a bidder may be disclosed to another bidder or to the public).

1. MEMORANDUM (FORMAT)

(Clause 62 and 66 of Kenya Public Procurement and Asset Disposal Act (PPADA) 2015

This company _____ (name of company) has issued, for the purposes of this tender, a Compliance Program copy attached -which includes all reasonable steps necessary to assure that the No-bribery commitment given in this statement will be complied with by its managers and employees, as well as by all third parties working with this company on the public-sector projects or contract including agents, consultants, consortium partners, subcontractors and suppliers'")"

The company also confirms that it has not been debarred from participating in procurement proceedings

Authorized Signature: _____

Name and Title of Signatory: _____

Name of Bidder: _____

Address: _____

PART I: PERSONNEL

Please enclose copy of the organization chart of the firm indicating the positions as they relate to this Tender.

Please provide the following information for the key personnel proposed for administration of this Contract.

1. Name.....
2. Age.....
3. Academic Qualification.....
4. Professional Qualification.....
5. Work Experience.....
6. Length of service with the firm and position held.....
7. Any other relevant details.....

PART II: FINANCIAL/COMMERCIAL INFORMATION

1. Attach a copy of firm’s audited financial statements for the last 2 years
2. Summary of quick assets and current liabilities as of...../20.....(Date)

Assets.....

.....

- a) Cash in hand
- b) Cash Deposited in Banks (State Details Below)

.....

.....

..... Total

Cash.....

Name of Bank Institution	Location	Deposit in Name of	Amount
i.			
ii.			
iii.			
iv.			

Liabilities.....

.....

3. Deposit with Bids or as guarantees (State details)

.....

.....

Deposited With	Name & Address	Purpose	Date of Recovery	Amount
i.				
ii.				
iii.				
iv.				

4. Due from completed contracts

(Amount receivable within 90 days, exclude claims not approved)

.....

Name and address of Owner	Contract Sum	Amount Receivable
i.		
ii.		
iii.		
iv.		
v.		
vi.		
vii.		
viii.		
ix.		
x.		

Attach Letters of Reference from the firm's bankers regarding the firm's credit position

5. Volume of business transacted between the Government of the Republic of Kenya and my company during the last 12 months, if any
 Kshs.....

6. Volume of business transacted with other parastatal organizations during the last 12 months, if any, Kshs.....

7. Work performed as a Service Provider of similar nature and volume over the last five years. List details of contracts under way or committed, including expected expiry dates.

Client Name	Name of Client Contact Person	Type of services provided and year of completion	Value of Contract

8. Please indicate the payment terms and/ or incentives you are willing to offer to the National Drought Management Authority, including but not limited to payment incentives

.....

9. State whether or not you have experienced any problem(s) of non- performance with any contract(s) awarded to you during the last 12 months and give a brief explanation/ description of the problem(s). Please give the information on a separate sheet of paper.

PART III: TENDERER’S REFERENCES

NAME OF TENDERER’S OTHER CLIENTS AND VALUES OF CONTRACT/ORDERS
IN LAST TWELVE MONTHS.

1. First Client (Organization)

- i) Name of 1st client (Organization).....
- ii) Address of Client (Organization).....
- iii) Telephone No. of Client.....
- iv) Facsimile No of Client.....
- v) E-mail Address of Client.....
- vi) Name of Contact Person at the Client (Organization).....
- vii) Value of Contracts/Orders.....
- viii) Duration of ongoing Contracts/Orders.....

2. Second Client (Organization)

- i) Name of 2nd client (Organization).....
- ii) Address of Client (Organization).....
- iii) Telephone No. of Client.....
- iv) Facsimile No of Client.....
- v) E-mail Address of Client.....
- vi) Name of Contact Person at the Client (Organization).....
- vii) Value of Contracts/Orders.....
- viii) Duration of ongoing Contracts/Orders.....

3. Third Client (organization)

- i) Name of 3rd client (Organization).....
- ii) Address of Client (Organization).....
- iii) Telephone No. of Client.....
- iv) Facsimile No of Client.....
- v) E-mail Address of Client.....
- vi) Name of Contact Person at the Client (Organization).....

- vii) Value of Contracts/Orders.....
- viii) Duration of ongoing
Contracts/Orders.....

4. Fourth Client (Organisation)

- i) Name of 4th client (Organization).....
- ii) Address of Client (Organization).....
- iii) Telephone No. of Client.....
- iv) Facsimile No of Client.....
- v) E-mail Address of Client.....
- vi) Name of Contact Person at the Client (Organization).....
- vii) Value of Contracts/Orders.....
- viii)Duration of ongoing Contracts/Orders.....

5. Fifth Client (organization)

- i) Name of 5th client (Organization).....
- ii) Address of Client (Organization).....
- iii) Telephone No. of Client.....
- iv) Facsimile No of Client.....
- v) E-mail Address of Client.....
- vi) Name of Contact Person at the Client (Organization).....
- vii) Value of Contracts/Orders.....
- viii) Duration of ongoing
Contracts/Orders.....

(NB: You may include additional clients as you may wish to support your application)

PART IV: Tender Questionnaire

1. Please fill in Block letters

2. Full Name of Tenderer:

.....

3. Full address of tenderer to which tender correspondence is to be sent (unless an agent has been appointed below)

.....

4. Telephone number (s) of Tenderer

.....

5. E-mail of Tenderer

.....

6. Name of Tenderer's representative to be contacted on matters of the tender during the tender period.

.....

7. Details of Tenderer's nominated agent, if any, to receive tender notices. This is essential of the tenderer does not have his registered address in Kenya.

Name:	
Address:	
Telephone:	
Fax:	
E-Mail Address:	

.....

Signature of Tenderer

PART V: Confidential Business Questionnaire

You are requested to give particulars indicated in Part1 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.....

Registration Ref No.....

Location of business premises, i.e. Building.....

Floor No.....Room No.....

Plot No.....Street/Road.....

Postal Address.....Postal Code.....

Tel No..... Fax No.....

Email.....Website.....

Nature of business.....

VAT Certificate Number.....PIN Certificate No.....

Local Authority License No.....Expiry Date.....

NB: Attach copies of Registration Certificate, VAT Registration Certificate. PIN Certificate, Local Authority License and a **Valid Tax Compliance Certificate.**

Maximum Value of business which you can handle at any one time

Kshs.....

Name of your main Bankers.....

Branch.....

Part 2 (a) Sole Proprietor:

My Name in full.....Age.....

Nationality.....ID/Passport No.....Country of Origin.....

Part 2(b) Partnership

Name	Nationality	*Citizenship Details	shares
------	-------------	----------------------	--------

1.....

2.....

3.....

4.....

5.....

Part 2(c) Registered Company

State whether Private or Public.....

State the nominal and issued Capital of the Company

Nominal Kshs..... Or Other Convertible
currency.....

Issued Kshs..... Or Other Convertible
currency.....

Give Details of all Directors as follows:

Name	Nationality	*Citizenship Details	Shares
------	-------------	----------------------	--------

1.....

2.....

3.....

4.....

5.....

Part 3- Names of all Associated or Holding Companies (If any)

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

If more companies are applicable, please give the information on a separate sheet of paper.

Part 4 - Give Details of all Directors of the Companies you have listed above as follows: -

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

*If Kenyan Citizen, indicate under "Citizenship Details", whether by Birth, Naturalization or Registration.

DECLARATION

Give Statement of compliance with the requirements of clause 1.2 of the General instructions to Tenderers under section C.

I certify that all the above particulars are true

Name of Applicant (Officer).....

Signature of Applicant.....

Position in the Company/Title.....

Date.....

NB: Please affix rubber stamp or seal

SECTION I: EVALUATION CRITERIA

EVALUATION CRITERIA

The evaluation criteria will be applied as indicated here below: -

MANDATORY REQUIREMENTS FOR PROVISION OF STAFF MEDICAL INSURANCE COVER. NDMA/20/2017-2018

No.	MANDATORY REQUIREMENTS
a)	Submit tender security for Ksh. 900,000.00 from a reputable bank or an insurance company approved by Public Procurement Regulatory Authority
b)	Provide Valid Registration Certificate by Insurance Regulatory Authority as Medical Insurance Provider (attach copy)
c)	Registered as a member of Association of Kenya Insurers (attach copy)
d)	Submit a Copy of Valid Tax Compliance Certificate from Kenya Revenue Authority (KRA)
e)	Submit a Copy of Current Single Business Permit from a County Government
f)	Submit a Copy of Certificate of Incorporation/Registration
g)	Submit Confidential Business Questionnaire Form (Must be dully filled and signed by Authorized signatory)
h)	Duly Completed and signed and stamped form of tender
i)	Must have a Professional Indemnity Insurance Cover of at least Kshs. 50 Million and a valid copy be submitted.
j)	Properly bound, good presented document (one Original and one copy). The tender document shall be paginated/serial numbered all pages.
k)	Must have an annual gross premium from medical services underwriting in previous year of Kshs. 1Billion and above
l)	Must have a paid-up capital of at least Kshs.200 million

	(viii) Recommendation letter from at least six (6) hospitals should be provided. (Attach proof) (6 marks, 1 mark per recommendation letter). The recommendation should be in the last three years.	6
	SUB TOTAL	15
e)	Demonstrate experience of the underwriter in provision of medical insurance services. Attach IRA certificates for the past five years. (1 marks per relevant certificate).	5
f)	Qualification and Experience of Key Staff. You are required to provide necessary Academic, Professional qualification and number of years in managing and underwriting medical services. Staff in these categories will be considered: a. Underwriter (Actuarial, Insurance) b. Claims Personnel (Actuarial, Insurance) c. ICT d. Medical Personnel Other related Professional staff Qualification (1 Mark per category, must attach certificate).	5
	Experience (1 Mark Per category, three years or more, must provide CV) of Key staff of the underwriter in managing and underwriting medical services. (2 marks each, 1 mark for attached certificate and 1 mark for experience)	5
	SUB TOTAL	10
g)	Submit a copy of audited Financial Statements for the last three (3) years (2014, 2015 and 2016). (3 marks, 1 mark for each statement provided.) Provide the following ratios	3
	Current Ratio= Current Assets/ Current Liabilities. (1 mark)	1
	Return on Equity (ROE) = (Net Income/Total Stakeholders Equity)*100. (1 mark)	1
	Solvency Margin Ratios for 2014, 2015, 2016 Financial Year. (1 mark)	1
	SUB TOTAL	6
h)	Methodology and Convenience (Scheme Administration) Must have Call Center 24/7 (3 marks)	3
	Must have Liaison person and Alternate person (3 marks)	3
	Escalation matrix (3 mark)	3
	Quarterly Training/Sensitizing of clients (2 marks)	2
	Cost of Replacing a Card (2 marks) • Kshs 0 to 500 (2 marks) • over 500 to 1000 (1 mark)	2
	No Optical Pre-Authorization (2 marks)	2
	SUB TOTAL	15
i)	IT System capabilities, records management and ability to submit quarterly reports Biometric smart card registration (1 marks)	1
	SLA with Biometric service provider (1 marks)	1
	Update of services providers list 1 marks) • within a day (1 marks) • within a week (0 marks)	1
	Quarterly reports (1 mark)	1
	Flexibility on addition of service providers upon request (1 marks)	1
	SUB TOTAL	5
j)	Value Addition proposed by the Underwriter (1 mark each upto 5 maximum)	4
	TOTAL	100

	Pass mark is 80%	
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NB: To qualify at technical evaluation the bidder must score a minimum of 80% in order to proceed to financial evaluation.

3. FINANCIAL EVALUATION

The firms that would offer the lowest evaluated premium will be considered for award of tender