



# **National Biosafety Authority**

**TENDER FOR PROVISION OF  
MEDICAL INSURANCE  
COVER LQ/NBA/001/2015-2016  
2015-2016**

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## **Section A-INVITATION TO TENDER**

### **INVITATION TO TENDER FOR PROVISION OF MEDICAL INSURANCE COVER 2015-2016 LQ/NBA/003/2015**

1. National Biosafety Authority ,invites you to tender for the **Provision of Medical Insurance Cover** for a period of 1(One) year(2015-2016) renewable for another year (one) but subject to satisfactory performance in the first year of the contract, as indicated in the attached Tender Document:
2. Interested eligible tenderers may obtain further information from, and inspect the Tender Document at our offices:

National Biosafety Authority,  
Commission of University Education Campus,  
Limuru Rd, off Red-Hill Road  
P.O.Box 28251-00100 Nairobi.

Where the tender document may be collected upon payment of a non-refundable fee of Kshs 1,000 paid in cash, payable to the Cashier at the Accounts Department. The document may be viewed and downloaded from the website [www.biosafetykenya.go.ke](http://www.biosafetykenya.go.ke) and [www.suppliers.treasury.go.ke .Bidders](http://www.suppliers.treasury.go.ke/Bidders) who download the tender document must forward their company details to [scm@biosafetykenya.go.ke](mailto:scm@biosafetykenya.go.ke) to facilitate subsequent clarifications and/or addendum. Downloaded copies for free.

From 8.00a.m to 4.00p.m. on Mondays to Fridays inclusive except on public holidays.

The tenderers are advised to thoroughly read and understand the tender document before tendering. Each respective proposal must be backed with a respective labeled CD-ROM.

3. Prices quoted should be net inclusive of all taxes, and delivery costs, must be in Kenya Shillings and shall remain valid for (120) days from the closing date of the tender.
4. Tendering will be conducted through the open tender-part V procedures specified in the Public Procurement and Disposal Act, 2005 and the Public Procurement and Disposal Regulations, 2006 and is open to all Tenderers as defined in the Regulations.
5. Each Tender shall be marked "**ORIGINAL**" or "**COPY 1/2**" as appropriate. If there are any discrepancies between the original and the copies of the proposal, the original governs.
  - 5.1 The original and copies of the Technical Proposal shall be placed in a sealed envelope clearly marked "**Technical Proposal**."
  - 5.2 This is a **two (2) envelope Tender**, **Financial Aspects of the bid shall not be shown in the Technical Proposal**. The **original and copies of the Financial Proposal** shall be placed in a sealed envelope clearly marked "**FINANCIAL PROPOSAL**" and warning: "**DO NOT OPEN WITH THE TECHNICAL PROPOSAL**." Both envelopes containing the financial proposal shall be placed into an outer envelope and sealed. This outer envelope shall bear the submission

address and be clearly marked, **“DO NOT OPEN, EXCEPT IN PRESENCE OF THE TENDER PROCESSING COMMITTEE.”**

6. **The Tender security must be placed in A PLAIN SEPARATE ENVELOPE**, clearly marked **"TENDER SECURITY- TENDER FOR PROVISION OF MEDICAL INSURANCE COVER FOR THE YEAR 2015-2016"**. Any bid whose bid security is placed in the Financial Proposal shall be rejected and disqualified from evaluation. Tenders must be accompanied by a Tender Security (2% of tender price) in the form and amount specified in the tender documents, and must be delivered to:

Chief Legal and Corporate Affairs  
National Biosafety Authority,  
Commission for University Education Campus,  
Red-Hill Road  
P.O.Box 28251-00100 Nairobi.

**On or before: 30<sup>th</sup> April 2015 at 10.30am**

6.1 The sealed Outer envelope shall be clearly addressed to, and delivered to the following address:

Chief Executive Officer  
National Biosafety Authority  
Commission for University Education  
Red Hill Road, off Limuru Road, Gigiri  
P.O. Box 28251 – 00100, Nairobi, Kenya

The sealed envelope shall bear, **“Provision of Medical Insurance Cover 2015-2016”.LQ/NBA/001/2015-2016**

6.2 Tenders must be accompanied by a security in the format specified in Clause 11.

The tender must be delivered in plain envelope clearly marked **“TENDER SECURITY-TENDER FOR PROVISION OF MEDICAL INSURANCE COVER FOR THE YEAR 2015-2016”LQ/NBA/001/2015-2016**. Any bid whose bid security is placed in the Financial Proposal shall be rejected and disqualified from evaluation.

7. All Tenders must be submitted in **one (1) original and two (2) copies**, properly filled in, and enclosed in plain sealed envelopes. They must be delivered to the address above, on or before Tenders shall be opened promptly thereafter on **30th April 2015 at 10.30a.m.in** the presence of the tenderers' representatives who choose to attend at our offices

8. Late or incomplete Tenders shall not be accepted.

## **Section B-General Information**

### **Introduction**

#### **1. Eligible Bidders**

- 1.1 This Invitation for Tenders is open to all Healthcare Brokers(intermediaries), Healthcare Service Providers and Underwriters.
- 1.2 The bidders shall provide the services for the stipulated duration from the commencement date as shall be specified in the Letter of Award.

#### **2. Cost of Tendering**

The Bidder shall bear all costs associated with the preparation and submission of its tender, and National Biosafety Authority, will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the tendering process.

### **The Tender Document**

#### **3. Clarification of Documents**

- 3.1 Any clarification of the tender document may be sought from National Biosafety Authority in writing at the address indicated in the invitation for tenders. National Biosafety Authority will respond in writing to any request for clarification of the tender documents, which it receives not later than five (5) days prior to the deadline for the submission of tenders, prescribed by National Biosafety Authority . 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 bidders who have purchased the tender document.

#### **4. Amendment of Documents**

- 4.1 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 all bidders, may modify the tender documents by amendment.
- 4.2 All bidders who have received the tender documents will be notified of the amendment in writing and such amendment will be binding on them.
- 4.3 In order to allow all bidders reasonable time in which to take the amendment into account in preparing their tenders, National Biosafety Authority, at its discretion, may extend the deadline for the submission of tenders.

## 5.PreparationofTenders

- 5.1 The bidders are invited to submit a **Technical Proposal** and a **Financial Proposal** for provision of medical insurance cover for 2015-2016. The proposals will be the basis for contract negotiations and ultimately for a signed contract with the selected firm. The **Technical Proposal** shall, among other information requested in this tender, give a brief description of the firm's profile.

Bidders **must** comply with the following:

- i) Must be Companies registered with the Registrar of Companies and a certified copy of the Certificate of Incorporation provided. Registered office and physical address to be indicated.
- ii) Company must be registered as Medical Insurance Provider, including registration by Insurance Regulatory Authority under Medical category. Evidence to this effect must be provided.
- ii) Provide Current and valid Tax Compliance Certificate from Kenya Revenue Authority.
- iv) The Service Provider shall be expected to provide a Performance Security cover equivalent to 10% of the quoted premium and Intermediaries shall be expected to provide a Professional Indemnity cover of a value not less than Ksh.10 million upon award of tender.

A copy of the policy certificate must be attached.

Compensation shall be claimed against this cover if the bidder fails to perform any of its obligations or provides services falling below the standard set out herein or is in breach of any of its material obligations under the contract.

The professional indemnity covers should among other things include negligence, acts of omissions/ commission of the Service Provider.

- v) The bidders must submit a financial statement in the form of the latest two (2) financial years' audited accounts duly certified and signed by a Certified Public Accountant.
- vi) The Underwriters shall submit documentary evidence indicating that their premium turnover over the past two years was at least Kshs.100 million per year for medical services. National Biosafety Authority reserves the right to verify this information with the Insurance Regulatory Authority.
- vii) A brief description of the Bidders organization and an outline of recent experience on assignments of a similar nature. For each assignment, the outline should have duration of the assignment, contract amount, and Service Provider's involvement.

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viii) Bidders shall outline clearly the risks and responsibilities of the parties in the contract in the event of a joint bid between underwriter and Healthcare Broker (intermediary).

x) Any other additional information requested in the Tender Document.

**The Technical Proposal shall not include any financial information.**

### **Financial Proposal**

5.2 The Financial Proposal should clearly identify, as a separate amount, the taxes, duties, fees, levies, and other impositions imposed under the applicable law, on the Service Providers, in relation to the Assignment.

5.3 Rates must be expressed, and will be paid, in **Kenya Shillings**.

5.4 Proposals must remain valid for ninety (90) days after submission date.

### **6.1 Mandatory Preliminary Examination (For Intermediaries)**

- i) Certificate of Incorporation/Registration.
- ii) Professional Indemnity cover of not less than Kshs.10 million.
- iii) Bidders audited financial statements for the last 2 years.
- iv) Tax Compliance Certificate from Kenya Revenue Authority.
- v) Recommendation letters from 5 corporate clients to whom you have provided medical service.
- vi) Medical Insurance Registration Certificate by IRA (Insurance Regulatory Authority).
- vii) Company profile.
- viii) Biometric Identification Systems.

A financial due diligence may be conducted at the discretion of the purchaser and any firm not satisfying the following conditions will not be eligible;

Cash-flow statements and balance sheet should show:

- Current Ratio of 1:2
- Debt Equity ratio of 70:30
- Acid Test 1:1
- Positive assets/cash flows from operations

## 6.2 Mandatory Evaluation Criteria for (For Underwriters)

- (i) Certificate of Incorporation/Registration.
- (ii) Medical Insurance Registration Certificate by Insurance Regulatory Authority.
- (iii) Evidence of 5 years experience.
- (iv) Tax Compliance Certificate from Kenya Revenue Authority.
- (v) Turnover of Medical insurance of over Ksh100,000,000.00.
- (vi) Solvency margin of 150% as at 31<sup>st</sup> December, 2014 (Certified by Insurance Regulatory Authority).
- (vii) Medical Insurance Registration or License from Insurance Regulatory Authority.
- (viii) Company profile.
- (ix) Biometric Identification Systems.

A financial due diligence may be conducted at the discretion of the purchaser and any firm not satisfying the following conditions will not be eligible;

Cash-flow statements and balance sheets should show:

- Current Ratio of 1:2
- Debt Equity ratio of 70:30
- Acid Test 1:1
- Positive assets/cash flows from operations

## 6.3 Evaluation of the Technical Proposal (For Underwriters)

The technical proposal shall be evaluated using the criteria listed below:

	Evaluation Criteria	Parameters	Score	Max. Score
1.	Experience of the firm No. of years in Business Minimum 5 Years Each extra year	1 mk per year of experience 1 mk per yr of experience	5mks 15mksMax	15



2.	5 Reference Letters – Rating •Claims	Excellent Good Average Poor	1.3mksper referral 1mksper referral 0.5mksper referral 0mksper referral	20
	5 Reference Letters – Rating •Underwriting	Excellent Good Average Poor	1.3mks per referral 1mks per referral 0.5mksper referral 0mksper referral	
	5 Reference Letters – Rating •CustomerCare	Excellent Good Average Poor	1.3mks per referral 1mks per referral 0.5mksper referral 0mksper referral	
3.	CVs for at least 4 key Medical staff SchemeAdministrators  Academic Qualification	Either a Graduate or Diploma holder with a minimum of 5 years work experiece	2.5mkeach	10
4.	Detail Operational Plan & Methodology TechnicalApproach (i) Submission of IT system (ii)Quality of workplan &execution of work plan  N/B Bidders may be required to make a presentation on their work plan	5mks 5mks	5mks 5mks	10
5.	Service Distribution Network and Facilitieswithin Kenya 1-15Counties  16-30Counties  Over30Counties	1-15Counties  16-30Counties  Over30Counties	5mks  20mks  40mks	40
6	FinancialCapability Business Turnover – Last yr Minimum  Add  Add	100Mpa  Between 100M-  200M	2Mks  3Mks  5mks(fullmark)}	5
	<b>TOTAL:</b>			<b>100 %</b>

- 6.4 A proposal shall be rejected at this stage if it fails to achieve a minimum Technical score of 70%. Bidders may be requested to make a presentation of their technical proposal to the Evaluation Committee.

### **Preparation of Tender Proposal**

#### **7. Language of Tender**

- 7.1 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, provided that 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.

#### **6. Technical Proposal**

- 6.1 In preparing the Technical Proposal, tenderers are expected to examine the documents constituting this tender in detail. Inconsistencies in providing the information requested shall result in rejection of a proposal. The following annexes will form the basis of the Technical proposal evaluation criteria;

- i) Technical proposal submission form
- ii) Qualification information
- iii) Tender and Confidential business questionnaire
- (iv) Tender Security
- v) Fully ticked Tender Submission Checklist

#### **7. Financial proposal**

- 7.1 In preparing the Financial Proposal, tenderers are expected to examine the documents constituting this tender in detail. Inconsistencies in providing the information requested shall result in rejection of a proposal. The following annexes will also form the basis of the Financial proposal evaluation criteria;

- i) Financial proposal submission form
- ii) Tender form
- iii) Bill of service

#### **8. Tender Form**

The bidder shall complete the Tender Form and the appropriate Rates Schedule furnished in the tender documents, indicating the services to be performed.

## 9. Tender Prices/Rates

9.1 Rates quoted by the bidder shall be fixed during the Term of the Contract and not subject to variation on any account. A tender submitted with an adjustable rates quotation will be treated as non-responsive and will be rejected.

## 10. Tender Currencies

Prices shall be quoted in **Kenya Shillings**.

## 11. Tender Security

11.1 **The bidder shall furnish, as part of its technical proposal a Tender Security equivalent to 2 per cent of tender price in a separate sealed envelope marked "TENDER SECURITY- TENDER FOR PROVISION OF MEDICAL INSURANCE COVER FOR THE YEAR 2015-2016".**

11.2 The tender security is required to protect National Biosafety Authority against the risk of Bidder's conduct, which would warrant the security's forfeiture.

11.3 The tender security shall be denominated in Kenya Shillings and shall be in the form of a bank guarantee or a bank draft issued by a reputable bank located in Kenya, in the form provided in the tender documents or another form acceptable to National Biosafety Authority and valid for thirty (30) days beyond the validity of the tender.

11.4 Any tender not secured in accordance with paragraph 11.1 and 11.3 will be rejected by National Biosafety Authority as non-responsive.

11.5 Unsuccessful Bidder'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 prescribed by National Biosafety Authority.

11.6 The successful Bidder's tender security will be discharged upon the bidder signing the contract and furnishing the performance security.

11.7 The tender security may be forfeited:

- a) if a bidder withdraws its tender during the period of tender validity specified by National Biosafety Authority on the Tender Form; or
- b) In the case of a successful bidder, if the bidder fails to sign the contract with National Biosafety Authority as indicated.
- c) If the Bidder rejects the correction of an arithmetic error, by National Biosafety Authority.

## 12. Validity of Tenders

12.1 Tenders shall remain valid for **90 days** after the date of tender opening prescribed by

National Biosafety Authority.

12.2 In exceptional circumstances, National Biosafety Authority may solicit the Bidder's consent to an extension of the period of validity. The request and the responses thereto shall be made in writing.

### **13. Format and Signing of Tender**

13.1 The original and two copies of the tender shall be typed or written in indelible ink and shall be signed by the bidder or a person duly authorized to bind the bidder to the contract. The latter authorization shall be indicated by written power-of-attorney accompanying the tender. All pages of the tender, except for un-amended printed literature, shall be initialed by the person or persons signing the tender.

## 14.SubmissionofTenders

### SealingandMarking ofTenders

14.1 Each Tenders shall be marked “**ORIGINAL**” or “**COPY 1/2**” as appropriate. If there are any discrepancies between the original and the copies of the proposal, the original governs.

14.2 The original and copies of the Technical Proposal shall be placed in a plain sealed envelope clearly marked “**Technical Proposal**.”

14.3 This is a two (2) envelop Tender, Financial Aspects of the bid shall not be shown in the Technical Proposal. The original and copies of the Financial Proposal shall be placed in a sealed envelope clearly marked “**FINANCIAL PROPOSAL**” and warning: “**DO NOT OPEN WITH THE TECHNICAL PROPOSAL**.” Both envelopes containing the financial proposal shall be placed into an outer envelope and sealed. This outer envelope shall bear the submission address and be clearly marked, “**DO NOT OPEN, EXCEPT IN PRESENCE OF THE EVALUATION COMMITTEE**.”

14.4 The Tender security must be placed in A PLAIN SEPARATE ENVELOPE clearly marked “**TENDER SECURITY-TENDER FOR PROVISION OF MEDICAL INSURANCE COVER FOR THE YEAR 2015-2016**”. Any bid whose bid security is placed in the Financial Proposal shall be rejected and disqualified from evaluation.

14.5 The tenders shall be:

(a) be addressed to National Biosafety Authority at the following address:

Chief Executive Officer  
National Biosafety Authority  
Physical address : Red Hill Road, off Limuru Road, Gigiri.  
Postal address: P.O. Box 28251 – 00100, Nairobi, Kenya

(b) Bear, “**Provision of Medical Insurance Cover 2015-2016**  
**LQ/NBA/001/2015-2016**”.

14.6 The inner envelopes shall also indicate the name and address of the bidder to enable the tender to be returned unopened in case it is declared “late” Or unsuccessful in the Technical Evaluation.

14.7 If the outer envelope is not sealed and marked as required, National Biosafety Authority will assume no responsibility for the tender’s misplacement or premature opening.

## **15. Deadline for Submission of Tenders**

15.1 Tenders must be received by National Biosafety Authority at the address specified under paragraph 14.5(a) not later than 30th April **2015 at 10.30 am**

15.2 National Biosafety Authority may, at its discretion, extend this deadline for the submission of tenders by amending the tender documents, in which case all rights and obligations of National Biosafety Authority and candidates previously subject to the deadline will thereafter be subject to the deadline as extended.

## **16. Modification and Withdrawal of Tenders**

16.1 The bidder 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.

16.2 The Bidder's modification or withdrawal notice shall be prepared, sealed, marked, and dispatched in accordance with the provisions of paragraph 13. A withdrawal notice may also be sent by fax, but followed by assigned confirmation copy, postmarked not later than the deadline for submission of tenders.

16.3 No tender may be modified after the deadline for submission of tenders.

16.4 No tender may be withdrawn in the interval between the deadline for submission of tenders and the expiration of the period of tender validity specified by the bidder on the Tender Form.

## **Opening and Evaluation of Tenders**

### **17. Opening of Tenders**

17.1 National Biosafety Authority will open all proposals on **30<sup>th</sup> April 2015 , 10.30a.m.** after the tender submission deadline.

### **18. Clarification of Tenders**

18.1 To assist in the examination, evaluation and comparison of tenders, National Biosafety Authority may, at its discretion, ask the bidder 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.

18.2 Any effort by the bidder to influence National Biosafety Authority in the tender evaluation, tender

comparison or contract award decisions may result in the rejection of the bidders' tender.

## **19. Evaluation and Comparison of Tenders**

19.1 In evaluating the proposal the comparison shall be of the rates submitted including all costs, as well as duties and taxes payable.

## **20. Evaluation Criteria**

20.1 National Biosafety Authority will award the contract to the successful bidder whose tender has been determined to be substantially responsive, and qualified to perform the contract satisfactorily.

20.2 Tenders will be evaluated on the basis of their responsiveness to evaluation criteria set out in clause 6.2.

20.3 After the evaluation of Technical Proposal is completed, National Biosafety Authority shall notify those bidders whose proposals did not meet the minimum qualifying mark or were considered non-responsive to the tender and Terms of Reference, indicating that their Financial Proposals will be returned unopened. National Biosafety Authority shall simultaneously notify the bidders that have secured the minimum qualifying mark, indicating the date and time set for opening the Financial Proposals.

20.4 The Financial Proposals shall be opened publicly in the presence of the bidders' representatives who choose to attend. The name of the Bidders, the technical scores, and the proposed prices shall be read aloud and recorded when the Financial Proposals are opened. National Biosafety Authority shall prepare minutes of the public opening.

20.5 The Bidders who will have submitted the most competitive financial proposal will be invited for negotiations on the award of the contract.

## **21 Other Requirements**

21.1 The Bidder shall provide accurate information on any litigation or arbitration or complaints pending before any Committee or any other forum resulting from his professional practice over the last five years. National Biosafety Authority reserves the right to carry out an independent investigation to verify the accuracy of the information so provided.

21.2 The most responsive bidders evaluated may be invited to make a presentation of their proposals on the basis of the tender submitted.

## **22. Contacting National Biosafety Authority**

22.1 No bidder shall contact National Biosafety Authority on any matter relating to its tender, from the time of the tender opening to the time the contract is awarded.

22.2 Any effort by a bidder to influence National Biosafety Authority in its decisions on tender evaluation, tender comparison, or contract award may result in the rejection of the Bidder's tender.

## **Award of Contract**

### **23. Post-qualification**

23.1 National Biosafety Authority will determine to its satisfaction whether the bidder that is selected as having submitted the lowest evaluated responsive tender is qualified to perform the contract satisfactorily.

23.2 The determination will take into account the bidder's financial and technical capabilities. It will be based upon an examination of the documentary evidence of the bidder's qualifications submitted by the bidder as well as such other information as National Biosafety Authority deems necessary and appropriate.

### **24 Award Criteria**

24.1 National Biosafety Authority will award the contract to the successful bidder whose tender has been determined to be substantially responsive and has been determined to be the lowest evaluated tender, provided further that the bidder is determined to be qualified to perform the contract satisfactorily.

### **25. National Biosafety Authority's Right to Accept or Reject any or All Tenders**

25.1 National Biosafety Authority 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 bidder or bidders or any obligation to inform the affected bidder or bidders of the grounds for the action.

25.2 National Biosafety Authority also reserves the right to award the tender in part or in full to the most satisfactorily responsive bidder.

### **26. Notification of Award**

26.1 Prior to the expiration of the period of tender validity, National Biosafety Authority will notify the successful bidder in writing that its tender has been accepted.

26.2 The notification and acceptance of award will constitute the formation of the Contract.

### **27. Signing of Contract**

27.1 At the same time as National Biosafety Authority notifies the successful bidder that its tender has been accepted, National Biosafety Authority will send the bidder the Contract Form provided in the tender documents, incorporating all agreements between the parties.



27.2 Within fifteen (15) days of receipt of the Contract Form, the successful Bidder shall sign and date the contract and return it to National Biosafety Authority.

## **28. Corrupt Fraudulent Practices**

28.1 National Biosafety Authority requires that bidders observe the highest standard of ethics during the procurement process and execution of contracts. In pursuance of this policy, National Biosafety Authority :-

- (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 National Biosafety Authority, and includes collusive practice among bidder (prior to or after tender submission) designed to establish tender prices at artificial non-competitive levels and to deprive National Biosafety Authority of the benefits of free and open competition;
- (b) will reject a proposal for award if it determines that the bidder recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question;
- (c) will declare a firm ineligible, either in definitely or for a stated period of time, to be awarded any contract if at any time determines that the firm has engaged in corrupt or fraudulent practices in competing for, or in executing, a contract.

28.2 Furthermore, bidders shall be aware of the provision stated in the General Conditions of Contract

## **Section C-General Conditions of Contract**

### **1. Definitions of terms**

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

- (a) “The Contract” means the agreement entered into between National Biosafety Authority and the medical insurance cover Service Provider, 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 Services” means Medical Insurance Cover Services to be provided by the Service Provider or the Underwriter under the Contract.
- (c) “The Client” means National Biosafety Authority.
- (d) “The Service Provider” or “The Underwriter” means the firm providing the Services under this Contract.
- (e) “The Broker” or “The Intermediary” means the individual arranging, go-between or a conduit for the transaction between the Service Provider / Underwriter and the Client

### **2. Use of Contract Documents and Information**

The Candidate shall not, without National Biosafety Authority’s prior written consent, disclose the Contract information furnished by or on behalf of National Biosafety Authority in connection therewith, to any person other than a person employed by the bidder in the performance of the Contract.

### **3 Patent Rights**

The bidder shall indemnify National Biosafety Authority against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the services or any part thereof in the country.

### **4 Payment**

Payments shall be made promptly by National Biosafety Authority as specified in the Special Conditions of contract.

### **5 Rates**

Rates charged by the bidders for medical services performed under the Contract shall be fixed and **shall not** vary during the period of the contract

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## **6. Assignment**

The bidder shall not assign, in whole or in part, its obligations to perform under this Contract, except with National Biosafety Authority's prior written consent.

## **7. Termination for Default**

7.1 National Biosafety Authority may, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the bidder, terminate this Contract in whole or in part:

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

## **8. 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.

## **9. Notices**

Any notice, request, or consent made pursuant to this Contract shall be in writing and shall be deemed to have been made when delivered in person to the authorized representative of the Party specified below or when sent by registered mail, e-mail, or facsimile to such Party at the address specified below.

## **10. Notices**

Any notice, request, or consent made pursuant to this Contract shall be in writing and shall be deemed to have been made when delivered in person to the authorized representative of the Party specified below or when sent by registered mail, e-mail, or facsimile to such Party at the address specified below.

## **11. Taxes and Duties**

Unless otherwise specified in the contract, the bidders and their Personnel shall pay such taxes, duties, fees, and other impositions as may be levied under the Applicable Law, the amount of which is deemed to have been included in the Contract Price.

## **12. Effectiveness of Contract**

This Contract shall come into effect on the date of signing of the Contract by both parties.

### 13. Commencement of Services

The bidders shall execute the Services immediately the date the Contract becomes effective, or at such other earlier date as maybe specified in the Contract.

### 14. Termination

National Biosafety Authority may terminate this Contract, by not less than seven(7)days' written notice of termination to the Service Provider:

- (a) if the bidder does not remedy a failure in the performance of their obligations under the Contract, within Seven(7)days after being notified or within any further period as National Biosafety Authority may have subsequently approved in writing;
- (b) if the bidder becomes insolvent or bankrupt;
- (c) if, as the result of Force Majeure, the bidder is unable to perform a material portion of the Services for a period of not less than thirty (30)days; or
- (d) if the Service Provider, in the judgment of National Biosafety Authority has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.

For the purpose of this clause:

“corrupt practice” means the offering, giving, receiving, or soliciting of anything of value to influence the action of an Officer of National Biosafety Authority in the selection process or in contract execution.

“fraudulent practice” means a misrepresentation of facts in order to influence a selection process or the execution of a contract to the detriment of National Biosafety Authority, and includes collusive practice among bidders (prior to or after submission of proposals) designed to establish prices at an artificial non-competitive level and to deprive National Biosafety Authority of the benefit of free and open competition.

- (e) if National Biosafety Authority, in its sole discretion, decides to terminate this contract.

### 15. Obligations of the Service Provider

#### 15.1 General

The bidders shall perform the Services and carry out their obligations with all due diligence, efficiency, and economy, in accordance with generally accepted professional techniques and practices, and shall observe sound management practices, and employ appropriate advanced technology and safe methods. The bidders shall always act, in respect of any matter relating

to this Contract to the Services, as a faithful adviser to National Biosafety Authority, and shall at all times support and safeguard National Biosafety Authority's legitimate interests in any dealings. The bidder shall be liable to National Biosafety Authority for any loss or damages suffered by National Biosafety Authority arising from breach by the bidder of this Clause.

### **15.2 Prohibition of Conflicting Activities**

Neither the bidder nor their Personnel shall engage, either directly or indirectly, during the term of this Contract, any business or professional activities which would conflict with the activities assigned to them under this Contract.

### **15.3 Confidentiality**

The Service Provider and their Personnel shall not disclose any proprietary or confidential information relating to the Services, this Contract, or National Biosafety Authority's business or operations without the prior written consent of National Biosafety Authority.

### **15.4 Service Provider's Actions Requiring National Biosafety Authority's Prior Approval**

The bidder shall obtain National Biosafety Authority prior approval in writing before taking action or undertaking any activity not covered in the bidder Scope of Services.

### **15.5 Reporting Obligations**

The bidder shall submit monthly reports to National Biosafety Authority on the various aspects of the proposal subject to such other reporting requirements as may be developed and agreed with National Biosafety Authority from time to time.

### **15.6 Documents Prepared by the bidders to Be the Property of National Biosafety Authority**

All plans, reports, and other documents and software submitted by the bidder shall become and remain the property of National Biosafety Authority, together with a detailed inventory thereof. The bidder may retain a copy of such documents and software.

National Biosafety Authority reserves the right and discretion to reject any Insurance Policy Document or part thereof deemed by National Biosafety Authority not to incorporate any Items, Terms, Conditions, Wording etc. considered to have been sanctioned by National Biosafety Authority and National Biosafety Authority similarly reserves this right where Items, Terms, Conditions, Workings etc. incorporated in such Policy Document are not considered to have been sanctioned by National Biosafety Authority. This right may be exercised at any time.

## **16. Settlement of Disputes**

### **16.1 Amicable Settlement**

The Parties shall use their best efforts to settle amicably all disputes arising out of or in connection with this Contract or its interpretation.

### **16.2 Dispute Settlement**

Any dispute between the Parties as to matters arising pursuant to this Contract or its interpretation that cannot be settled amicably within thirty (30) days after receipt by one Party of the other Party's request for such amicable settlement shall be referred for settlement by a single arbitrator agreed by the Parties within sixty days from the date of service of the notice of dispute by either Party to the other, or if the Parties failing to agree, to be appointed at the request of either Party by the Chairman for the time being of the Institute of the Chartered Arbitrators of Kenya (Kenya Chapter).

## **17. Performance Security**

17.1 Within fifteen (15) days of receipt of the notification of Contract award, the successful Contractors shall furnish to the National Biosafety Authority the performance security in the amount specified in Special Conditions of Contract.

17.2 The proceeds of the performance security shall be payable to the National Biosafety Authority as compensation for any loss resulting from the Contractor's failure to complete its obligations under the Contract.

17.3 The performance security shall be denominated in the currency of the Contract, or in a freely convertible currency acceptable to the National Biosafety Authority and shall be in the form of a bank guarantee or an irrevocable letter of credit issued by a reputable bank located in Kenya or abroad, acceptable to the National Biosafety Authority, in the form provided in the tender documents.

17.4 The performance security shall be discharged by the National Biosafety Authority and returned to the Contractor not later than thirty (30) days following the date of completion of the project and sign-off of the Contractor's performance obligations under the Contract, including any warranty obligations, under the Contract.

## **Section D- Special Conditions of Contract**

### **1. Definitions**

- (a) “The Services” (GCC1(1.1)(b)) means Medical Insurance Cover Services to be provided by the Service Provider or the Underwriter under the Contract and as described in Appendix A; and
- (b) “The Party” means National Biosafety Authority or the Service Provider, as the case maybe, and “Parties” means both of them; (f) “The Service Provider” or “The Underwriter” means the firm providing the Services under this Contract.
- (c) “National Biosafety Authority” (GCC1(1.1)(c)) is; **Chief Executive Officer, National Biosafety Authority, Physical address :Red Hill Road, off Limuru Road, Gigiri. Postal address: P.O. Box 28251 – 00100, Nairobi, Kenya** and includes the Purchaser's legal representatives successors or assignees.

### **2. Applications**

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

### **3. Payment**

Premium Payments will be paid annually in advance upon receipt of invoices/Debit notes from the service provider.

The bidders shall refund National Biosafety Authority's any monies owed following deletion of staff from the medical scheme within 30 days where applicable.

### **4. Rates**

4.0 Rates charged by the bidders for medical services performed under the Contract shall be fixed and **shall not** vary during the period of the contract.

4.1 Loss/ profit Ratio will be calculated at the end of the contract period.

### **5. Notices:**

#### **5.1 For the NBA :**

The Authority, Chief Executive Officer

National Biosafety Authority

Physical address: Red Hill Road, off Limuru Road, Gigiri.

Postal address: P.O. Box 28251 – 00100, Nairobi, Kenya TEL: (254) (020) 2678667

**5.2 FortheContractor:**

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**5.3 Notices will be deemed to be effective as follows:**

- (a) in the case of personal delivery, **on delivery**;
- (b) in the case of registered mail, **seven(7)business days** following dispatch;
- (c) in the case of facsimiles and electronic mail, **one(1)business day** following confirmed transmission.

5.4 Either party may at any time change its address for service by notice in writing to the other party.

**6. Performance Security**

6.1 The Performance Security shall be in the amount of **10%** of the Contract Price in the form of an **On Demand Bank Guarantee**, issued by a reputable bank acceptable to the National Biosafety Authority.

6.2 The National Biosafety Authority shall not be required to demonstrate the loss it has suffered.

6.3 Performance Security shall be discharged after proof of satisfactory delivery and acceptance of goods and Services under the contract.



## **Section E. Schedule Of Requirements**

### **1. Terms of reference**

- i. Structuring and obtaining optimum policy cover from the Medical Service Provider in accordance with the tender submitted;
- ii. Arrange the immediate placement of our risk with the Medical Service Provider and undertake a periodic technical rating of such Medical Service Provider, and advise National Biosafety Authority accordingly;
- iii. Provide prompt and satisfactory service on the general management of the Medical Scheme policy, correspondence and claim review meetings;
- iv. Analyze, review, and scrutinize the Policy Document and any Endorsements there-in prior to forwarding to National Biosafety Authority .
- v. If the entire policy document is found to be satisfactory, such document to be deposited with the Chief Executive Officer not later than fifteen (15) days of inception of cover;
- vi. Ensure preparation of monthly claims bordereaux which must be submitted to National Biosafety Authority by the 5<sup>th</sup> of the following month;
- vii. Arrange quarterly meetings to review performance of the policy by 15<sup>th</sup> of the following quarter;
- viii. Negotiate with the qualified Underwriter any other pertinent aspects of the policy that may arise during the term of the policy;
- ix. Provide appropriate Medical Scheme improvement recommendations;
- x. Such other services as may be related to ancillary to the due performance of the above work

### **2. Scope of Medical Cover**

#### **2.1 Area of Geographical Coverage**

##### **a) Staff**

The following are the geographical and statistical area of coverage:

National Biosafety Authority	Station	Employee	Child	Spouse	Total	Locationin Kenya
	Gigiri	30	44	20	94	Nairobi
	JKIA	1	-	-	1	Nairobi
		2	2	1	5	Busia/Malaba
		1	-	-	1	Mombasa
		2	-	-	2	Namanga
<b>TOTAL</b>		<b>36</b>			<b>103</b>	

**b) Medical Services Providers**

- (i) The bidders are required to complete the matrix below (Schedule I) which shall be the basis for evaluation criteria in clause 6.3 item 5 (Service Distribution Network and Facilities within Kenya).

**SCHEDULE I**

	<b>Location in Kenya (47-County)</b>	<b><u>No. of Hospitals</u></b>	<b><u>No. of Chemists</u></b>	<b><u>No. of General Practitioners</u></b>	<b><u>No. of Specialist</u></b>	<b><u>No. of Labs and X-Ray</u></b>
1	Baringo					
2	Bomet					
3	Bungoma					
4	Busia					
5	Elgeyo Marakwet					
6	Embu					
7	Garissa					
8	Homa Bay					
9	Isiolo					
10	Kajiado					
11	Kakamega					
12	Kericho					
13	Kiambu					
14	Kilifi					
15	Kirinyaga					
16	Kisii					
17	Narok					
18	Nyamira					
19	Nyandarua					
20	Nyeri					
21	Samburu					
22	Siaya					
23	Taita Taveta					
24	Tana River					
25	Tharaka-Nithi					
26	Trans Nzoia					
27	Turkana					
28	Uasin Gishu					
29	Vihiga					
30	Wajir					
31	West Pokot					
32	Kisumu					

33	Kitui					
34	Kwale					
35	Laikipia					
36	Lamu					
37	Machakos					
38	Makueni					
39	Mandera					
40	Marsabit					
41	Meru					
42	Migori					
43	Mombasa					
44	Murang'a					
45	Nairobi					
46	Nakuru					
47	Nandi					

- (i) Further Bidders are also required to support the statistics in the schedule 1 above with a list of the service providers indicating the names, specialty and County location as an annex.

### 3. Eligibility

The proposed scheme shall cover all permanent employees as well as those on contract terms of service. It shall also cover the employee's spouse and dependent children below the age of 25 years.

- (i) The total number of employees per category of staff is as follows:-

<b><u>CATEGORY</u></b>	<b><u>DESCRIPTION</u></b>	<b><u>TOTAL PERCATEG</u></b>
NBA 1	CEO	1
NBA 2	Directors	1
NBA 3	Chief Officers	2
NBA 4	Principal Officers	0
NBA5	Senior Officers	2
NBA 6	Officers 1	11
NBA 7	Officers 11	10
NBA8	Officers 111	1
NBA 9	Support 1	2
NBA 10	Support 11	5
NBA 12	Support IV	-
NBA 14	Support V	1

- (ii) The total number of beneficiaries (spouse & children) per category is as follows:-

*Tender for Provision of Medical Insurance Cover TENDER NO: LQNBA/001/2015-16*

<u>CATEGORY</u>	<u>CHILDREN PER CATEGORY</u>	<u>SPOUSES PER CATEGORY</u>	<u>TOTAL</u>
NBA 1	3	1	4
NBA 2	3	1	4
NBA 3	5	2	7
NBA 4	-	-	-
NBA5	5	2	7
NBA 6	8	6	14
NBA 7	10	5	15
NBA8	2	1	3
NBA 9	4	1	5
NBA 10	5	1	6
NBA 12	-	-	-
NBA 14	1	1	2

(iii) Employee Average Age is as indicated below:

<b>RANGE</b>	<b>NUMBER OF STAFF</b>	<b>PERCENTAGE</b>	<b>AVERAGE AGE</b>
Between 21 and 25	1	2.8	23
Between 26 and 30	11	30.6	28.7
Between 31 and 35	11	30.6	32.8
Between 36 and 40	7	19.4	37
Between 41 and 45	2	5.6	43
Between 46 and 50	2	5.6	50
Between 51 and 55	2	5.6	53
More Than 55	-	-	-

#### 4. Duration of the Contract

The contract shall be valid for 1 (one) year, **renewable** for another 1 (one) year subject to satisfactory performance

#### 5. Scope of Proposed Medical Services

##### 5.1 Inpatient/Hospitalization Cover

Inpatient cover will include the following services whose limits should only be restricted

**to the inpatient entitlement;**

- ❖ Administration of Hospital Admission process
- ❖ Applicable ward Bed
- ❖ Major Operations
- ❖ Minor Operations
- ❖ Doctors fees -(physician, surgeon & Anesthetist)
- ❖ HDU and ICU charges
- ❖ Theatre charges
- ❖ Drugs/Medicines, dressings and internal surgical appliances
- ❖ Medical Appliances (Hearing Aids, Glucometer, Insulin delivery devices, Urine Catheters & Accessories etc.)
- ❖ Radiology X-ray, ultrasound, ECG and computerized Tomography, MRI scans
- ❖ Radiotherapy and chemotherapy
- ❖ Pathology (laboratory) fees
- ❖ Post Hospitalization
- ❖ Access to medical specialists while admitted.
- ❖ Inpatient physiotherapy
- ❖ Chronic Illness coverage
- ❖ Gynecological treatment.
- ❖ In patient Ophthalmic cover
- ❖ Accommodation for adults whose children of below 12 years of age or invalids are admitted in Hospital Day care, day surgery Admission (includes dental, optical, gynecological as well as all other services).
- ❖ In-patient dental cover
- ❖ Mental and other related illnesses.
- ❖ Treatment for alcoholism and drug addictions (employee only and acquired during employment term).
- ❖ Inpatient Psychiatric Treatment
- ❖ Palliative care
- ❖ Provision of Maternity benefits including Caesarian section.
- ❖ Optical expenses arising from disease or accidents.
- ❖ Treatment of Elective surgery i.e. pre-arranged
- ❖ HIV/AIDS cover (conventional, accepted, recognized treatment).
- ❖ Cancer cover
- ❖ Cost of medical circumcision
- ❖ Congenital conditions
- ❖ Pre-existing conditions
- ❖ Any other service not included above but may be mutually agreed upon from time to time.

**5.2 Outpatient Cover**

Out-patient cover will cover the following services **whose limits should only be restricted to the outpatient entitlement;**

- ❖ Routine outpatient treatment including consultations (GPs and Specialists, laboratory and radiology services)
- ❖ Physiotherapy treatment
- ❖ Diagnostic X-Ray and Laboratory Tests

- ❖ Radiology X-ray, ultrasound, EEG, ECG and computerized Tomography, MRI scans
- ❖ Prescribed drugs/medicines.
- ❖ Dental Services
- ❖ Optical services (Frames, lenses (on ophthalmologist prescription only), contact lenses, bi-focal lenses, Visual examination.
- ❖ Referrals to Specialists (Pediatricians, Obstetricians, gynecologists, lactation specialists, neonatologists, Orthopedic doctors, dermatologists, E.N.T. doctor's etc.)
- ❖ Counseling services. (Psychologist, Psychiatrist and Psychiatric treatment)
- ❖ Baby vaccinations for babies from Birth to 5 years as listed below:-
  - a. BCG – Tuberculosis
  - b. HEPB – Hepatitis B
  - c. Hib – Meningitis (Haemophilus influenza type b)
  - d. OPV – Oral Polio Vaccine
  - e. MMR – Measles Mumps Rubella
  - f. IPV – Injectable Polio Vaccine
  - g. DTaP – Diphtheria Tetanus a cellular Pertussis
  - h. DT – Diphtheria Tetanus
  - i. ROTA Virus
- ❖ Maternity services i.e. Anti and Post Natal
- ❖ HIV/AIDS cover (Voluntary counseling and testing and other related treatments)
- ❖ Chiropractor upon referral & approval
- ❖ Health Education (wellness programmes)
- ❖ Annual pap smear and breast checks for female members and dependants at the available credit facilities on.
- ❖ Annual prostate checks for male members and dependants
- ❖ Travel Vaccines covered for employee only
- ❖ Hearing aids covered upon referral
- ❖ Postnatal care up to six weeks post-delivery;

**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
- Maternal Cover per family for Normal and Caesarian
- Optical and Dental covers

**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.**

### 5.3 Cover Options& Financial Proposals

Bidders shall be required to quote for all Cover options for each category of staff and directors as indicated in the table below:-

### 5.3 Cover Options& Financial Proposals

Bidders shall be required to quote for all two Cover options for each category of staff and board of directors as indicated in the table below:-

### 5.3 Cover Options& Financial Proposals

Bidders shall be required to quote for all two Cover options for each category of staff and board of directors as indicated in the table below:-

Category	DESCRIPTION	Inpatient Annual (Kshs) Cover Option (i) <u>Limit Premiums</u>		Outpatient Annual (Kshs) Cover Option (ii) <u>Limit Premium</u>		Last Expenses Annual (Kshs) Cover Option (iii) <u>Limit Premium</u>		Last Expenses Annual (Kshs) Cover Option for dependants(vi) <u>Limit Premium</u>	
NBA 1	CEO	2,500,000		250,000		200,000		50,000	
NBA 2	Directors	2,500,000		250,000		200,000		50,000	
NBA 3	Chief Officers	2,000,000		200,000		150,000		50,000	
NBA 4	Principal	2,000,000		200,000		150,000		50,000	
NBA5	Senior Officers	1,500,000		150,000		100,000		50,000	
NBA 6	Officers 1	1,500,000		150,000		100,000		50,000	
NBA 7	Officers 11	1,000,000		100,000		100,000		50,000	
NBA8	Officers 111	1,000,000		75,000		100,000		50,000	
NBA 9	Support 1	1,000,000		75,000		100,000		50,000	
NBA 10	Support 11	1,000,000		75,000		100,000		50,000	
NBA 12	Support IV	1,000,000		75,000		100,000		50,000	
NBA 14	Support V	1,000,000		75,000		100,000		50,000	

### 5.3 Cover Options& Financial Proposals – Other Benefits

Bidders shall be required to quote for all two Cover options for each category of staff and



Board of directors as indicated in the table below:-

<u>CATEGORY</u>	<u>DESCRIPTION</u>	<u>Optical</u> <u>Annual (Kshs)</u>		<u>Dental</u> <u>Annual (Kshs)</u>		<u>Maternity</u> <u>Annual (Kshs)</u>	
		<u>Cover Option (i)</u> <u>Limit Premiums</u>		<u>Cover Option (ii)</u> <u>Limit Premium</u>		<u>Cover Option (iii)</u> <u>Limit Premium</u>	
NBA 1	CEO	20,000		20,000		100,000	
NBA 2	Directors	20,000		20,000		100,000	
NBA 3	Chief Officers	20,000		20,000		100,000	
NBA 4	Principal Officers	20,000		20,000		100,000	
NBA5	Senior Officers	20,000		20,000		100,000	
NBA 6	Officers 1	20,000		20,000		100,000	
NBA 7	Officers 11	20,000		20,000		100,000	
NBA8	Officers 111	20,000		20,000		100,000	
NBA 9	Support 1	20,000		20,000		100,000	
NBA 10	Support 11	20,000		20,000		100,000	
NBA 12	Support IV	20,000		20,000		100,000	
NBA 14	Support V	20,000		20,000		100,000	

### 3(b) Cover Options & Financial Proposals – Board of Directors (Members only)

	<b>COVER</b>	<b>BENEFITS</b>	<b>No of Members</b>
1	Inpatient	1,500,000 per person	6
2.	Outpatient	Unlimited up to a maximum of 100,000 per person	
3.	Optical	15,000 per person	
4.	Dental services	15,000 per person	
5.	Funeral Expenses	100,000 per person	

## **8. Section F-Methodology/ Design of Services**

### **8.1 Administration of the Scheme**

(i) In addition to the Service Provider's score values, National Biosafety Authority 'score values shall be upheld and adhered to by the bidders at all times. They are:

- (a) Integrity
- (b) Professionalism
- (c) Team Spirit
- (d) Safety Culture

- (ii) The firm shall ensure that services are provided to employees and their beneficiaries with as little paper work and inconvenience as possible.
- (iii) The Bidder shall be required to clearly state the procedures (in-patient and out-patient) to be followed by the employee(s) and beneficiary (ies) in the provision of medical services, stating clearly the responsibilities of the parties involved.
- (iv) Where applicable, the bidder shall provide National Biosafety Authority with statements on their medical accounts

### **8.2 Member/Employee Identification**

The Bidder shall be expected to define a clear procedure of Identification of Employees and their Beneficiaries.

### **8.3 Employee/Beneficiary Data Management**

The Bidder shall be expected to liaise with National Biosafety Authority on matters regarding Employee Data updates.

The Bidder shall therefore be required to provide a procedure for the maintenance of Employee/Beneficiary records

### **8.4 List of Service Providers**

The Bidders shall be required to provide a comprehensive list of all the Hospitals, Clinics, Doctors, Specialists, Pharmacies and Chemists in their panel.

The Bidder shall however not limit beneficiaries to their panel only.

The Bidder shall take on the Medical Service Providers already on the National Biosafety Authority panel.

## 8.5 Scheme Reports

The Bidder shall be required to provide to National Biosafety Authority

- (i) Monthly/Quarterly/Annual Reports on the global utilization of services including expenditure reports for Inpatient and Outpatient claims as well as any other reports that may be required by National Biosafety Authority from time to time.
- (ii) Quarterly Expenditure Statement Reports in hard copy on each individual Employee

## 8.6 Additional Information

The Bidder shall be free to submit any additional information regarding their services over and above the services listed in the document. However, the company shall reserve the right to accept or reject in full or partially such proposals

## **Medical Services Carried Out in the Last Five Years** **That Best Illustrate Qualifications**

Please provide a minimum of five (5) referenced assignments undertaken by your company in the last 5 years:

Assignment Name:

Name of Company:

Location within Country

Duration of assignment

Approx. Value of Services (in Kshs)

Give a Narrative Description of Services Provided:

Service Provider's Name: (\_\_\_\_\_)

## SectionG -TenderForm andBill of Services

### (i)Bill of Services (Staff)

<u>CATEGORY</u>	<u>EMPLOYEES PERCATEGO RY</u>	<u>CHILDREN PERCATEG ORY</u>	<u>SPOUSES PERCATEGO RY</u>	<u>TOTAL MEMBERS</u>	<u>Total Premiums</u>		
					<u>CoverO ption(i)</u>	<u>CoverOpt ion(ii)</u>	<u>Cover Option (iii)</u>
NBA 1							
NBA 2							
NBA 3							
NBA 4							
NBA5							
NBA 6							
NBA 7							
NBA8							
NBA 9							
NBA 10							
NBA 12							
NBA 14							
<b><u>TOTAL</u></b>							

Name of Firm: ..... Signature  
ofAuthorizedOfficial:..... Date:  
.....

### **Key**

Cover Option (i) -Inpatient Cover

Cover Option (ii) -Outpatient Cover

Cover Option (iii) -Last Expenses

Postal  
address: P.  
O. Box  
28251 –  
00100 Nairobi,  
Kenya  
Date  
: \_\_\_\_\_  
Tender no:  
\_\_\_\_\_

## (ii) Form of Tender

To: **National Biosafety Authority**  
**Red Hill Road, off Limuru Road, Gigiri.**

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 provide  
.....  
*[Description of services]*  
in conformity with the said tender documents 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/Rates attached herewith and made part of this Tender.

2. We undertake, if our Tender is accepted, to deliver the services in accordance with the delivery schedule specified in the Schedule of Requirements.

3. If our Tender is accepted, we will obtain the guarantee of a bank in a sum equivalent to 2 percent of the Contract Price for the due performance of the Contract, in the form prescribed by National Biosafety Authority.

4. We agree to abide by this Tender for a period of 120 *[one-hundred and twenty]* days from the date fixed for tender opening of the Instructions to Bidders, and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

5. 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.

6. 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 \_\_\_\_\_

## **Section H-Tender Security Form**

**(Must be in the Bank's letterhead)**

Whereas.....[*Name of the bidder*]  
(Hereinafter called "the bidder") has submitted its tender dated ..... [Date of submission of  
tender] for the supply of.....  
[*Name and/or description of the services*]

(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 National Biosafety  
Authority in the sum of..... for which payment well  
and truly to be made to the said National Biosafety Authority, the Bank binds itself, its successors,  
and assigns by these presents. Sealed with the Common Seal of the said Bank this  
day of \_2013.

THE CONDITIONS of this obligation are:

1. If the bidder withdraws its Tender during the period of tender validity specified by the bidder on the Tender Form; or
2. If the bidder, having been notified of the acceptance of its Tender by National Biosafety Authority during the period of tender validity fails or refuses to execute the Contract Form if required;
3. If the Bidder rejects the correction of an arithmetic error, by National Biosafety Authority.

we undertake to pay to National Biosafety Authority up to the above amount upon receipt of its first written demand, without National Biosafety Authority having to substantiate its demand, provided that in its demand National Biosafety Authority will note that the amount claimed by it is due to it, owing to the occurrence of one or all of 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]

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## Section I. Contract Form

THIS AGREEMENT made the \_\_\_\_\_ day of \_\_2015 between **National Biosafety Authority of Kenya** (hereinafter called “National Biosafety Authority”) of the one part and ..... of ..... [City and country of bidder] (Hereinafter called “the bidder”) of the other part:

WHEREAS National Biosafety Authority invited tenders for **Provision of Medical Insurance Cover** and has accepted tender by the bidder for the supply of medical services in the sum of ..... [Contract price in words and figures] (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.
1. 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 Schedules submitted by the bidder;
  - (b) the Schedule of Requirements;
  - (c) the Technical Specifications;
  - (d) the General Conditions of Contract;
  - (e) the Special Conditions of Contract; and
  - (f) National Biosafety Authority’s Notification of Award.
3. In consideration of the payments to be made by National Biosafety Authority to the bidder as hereinafter mentioned, the bidder here by covenants with National Biosafety Authority to provide the **Medical Insurance Cover** and to remedy defects therein in conformity in all respects with the provisions of the Contract
4. National Biosafety Authority hereby covenants to pay the bidder in consideration of the provision of medical cover, 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 here to have caused this Agreement to be executed in the day and year first above written.

Signed and sealed by, the \_\_\_\_\_

(for **National Biosafety Authority**)

Signed and sealed by the (**for the bidder**)

in the presence of \_\_\_\_\_

## **Section J: Performance Security Form**

(To be on the Letterhead of the Bank)

**To: National Biosafety Authority  
Red Hill Road, off Limuru Road, Gigiri.  
P.O. Box 28251 – 00100, Nairobi, Kenya**

WHEREAS .....[name of Supplier]  
(hereinafter called “the Supplier”) has undertaken, in pursuance of Contract No.  
..... dated.....2013 to supply.....(description of  
Goods) (hereinafter called “the Contract”).

AND WHEREAS it has been stipulated by you in the said Contract that the Supplier shall furnish  
you with a bank guarantee by a reputable bank for the sum specified there in as security for  
compliance with the Supplier’s performance obligations in accordance with the Contract.

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

THEREFORE WE hereby affirm that we are Guarantors and responsible to you, on behalf of the  
Supplier, up to a total of .....(amount of guarantee in words  
and figures), and we under take to pay you, upon your first written demand declaring the  
Supplier to be in default under the Contract and without cavil or argument, any sum or sums  
within the limits of.....(amount in words and figures) as  
aforesaid, without your needing to prove or to show grounds or reasons for your demand or  
the sum specified therein.

This guarantee is valid until the..... day of.....2013.

Signature and seal of the Guarantors

[name of bank or financial institution]

[address]

[date]



## APPENDIX I

### **MANDATORY CONFIDENTIAL BUSINESS QUESTIONNAIRE**

(Must be filled by all applicants or tenderers 'who choose to participate in this tender)

Name of Applicant (S)

.....

You are requested to give the particulars in Part 1 and either Part 2(a), 2(b) or 2(c), whichever applies to your type of business. Part 2 (d) to part 2(i) must be filled.

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

#### **Part 1-General**

Business Name:.....

Certificate of Incorporation/ Registration No. ....

Location of business premises: ..... Country .....

Physical address..... Town .....

Building..... Floor.....

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

Postal Address..... Postal/ Country Code.....

Telephone No's..... Fax No's. ....

E-mail address .....

Website .....

Contact Person (*Full Names*) ..... Direct / Mobile No's. ....

Title..... Power of Attorney .....

Nature of Business (*Indicate whether manufacturer, distributor, etc*).....

#### **(Applicable to Local suppliers only)**

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

Value Added Tax No.....

Maximum value of business which you can handle at any time (**Kshs**).....

Name (s) of your banker(s) .....

Branches ..... Tel No's. ....

#### **Part 2(a)-Sole Proprietor**

Full names .....

Nationality..... Country of Origin .....

\*Citizenship details.....

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

**Part2(b)-Partnerships**

Givedetails of partners as follows:

<u>Full Names</u>	<u>Nationality</u>	<u>Citizenship Details</u>	<u>Shares</u>
1.....	.....	.....	
2.....	.....	.....	
3.....	.....	.....	
4.....	.....	.....	

Company Profile .....(Attach brochures)

**Part2(c)-RegisteredCompany**

Privateorpublic.....CompanyProfile.....(Attach brochures or annual reports in case of public companies)

State the nominaland issued capitalofthe Company

NominalKShs .....

Issued KShs .....

List oftopen (10) shareholdersand distributionofshareholdingin the company.Givedetails of alldirectors as follows:-

<u>Full Names</u>	<u>Nationality</u>	<u>Citizenship Details</u>	<u>Shares</u>
1.....	.....	.....	
2.....	.....	.....	
3.....	.....	.....	
4.....	.....	.....	

**Part2(d)-Debarment**

I/We declarethatI/Wehavenotbeendebarredfromanyprocurementprocessandshallnotengage in any fraudulentor corruptacts withregard tothisor any other tender by National Biosafety Authority .

FullNames.....

Signature.....

Dated this .....dayof.....2013

In the capacityof.....

Dulyauthorized tosign Tender for and onbehalfof.....

**Part2(e)–Criminal Offence**

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

- a) .....
- b) .....
- c) .....
- d) .....

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

Signed .....

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

In the capacity of.....

Dated this ..... day of ..... 2013~

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

**Part2(f)–Conflict of Interest**

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

- a) .....
- b) .....
- c) .....
- d) .....

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

In the capacity of.....

Dated this ..... day of ..... 2013

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

**Part2(g)–Interest in the Firm:**

Is there any person / persons in National Biosafety Authority who has interest in the Firm? / No?  
 ..... (Delete as necessary)

.....  
 (Title) (Signature)

(Date)

**Part2(h)–Experience**

Please list here below similar projects accomplished or companies / clients you have supplied with similar items or equipments in the last two (2) years.

<u>Company Name</u>	<u>Country</u>	<u>Contract/ Order No.</u>	<u>Value</u>
1.....	.....	.....	.....
2.....	.....	.....	.....

3.....

4.....

\*Attach proof of citizenship

\*Attach certified copies of the following documents (By Commissioner for Oaths)

- a) Certificate of Incorporation / Registration
- b) Tax Compliance Certificate (for local suppliers)
- c) Audited Accounts for the last three (2) years
- d) Current Professional Indemnity cover – minimum Kshs 10 Million
- e) Certificate of Registration by Insurance Regulatory Authority.

**Part 2(i) – Declaration**

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

Full names .....

Signature.....

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

In the capacity of.....

Dated this ..... day of ..... 2013

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

