

# COMMISSION ON REVENUE ALLOCATION



**TENDER DOCUMENT**

**FOR**

**PROVISION OF MEDICAL, GROUP LIFE AND GROUP PERSONAL ACCIDENT/ WIBA INSURANCE  
COVERS**

**TENDER NO. CRA/PROC/T03/2019-2020**

**14 RIVERSIDE DRIVE**

**GROSVENOR BUILDING, 2<sup>ND</sup> FLOOR**

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**Date Issued: 12<sup>th</sup> NOVEMBER 2019**

**CLOSING DATE: 25<sup>th</sup> NOVEMBER 2019 AT 10.00 A.M**

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## SECTION I: INVITATION TO TENDER

Date 12<sup>th</sup> NOVEMBER 2019

**TENDER REF. NO.: CRA/PROC/T03/2019-2020**

**TENDER NAME: PROVISION OF MEDICAL, GROUP LIFE AND GROUP PERSONAL ACCIDENT/ WIBA INSURANCE COVERS**

The Commission on Revenue Allocation (CRA) invites sealed tenders from eligible candidates for the **Provision of Medical, Group Life and Group Personal Accident/ WIBA Insurance Covers** for an initial period of one year renewable annually up to a maximum of two years subject to Satisfactory Performance.

Interested eligible candidates may obtain further information from and inspect the tender documents at the Commission on Revenue Allocation, 14 Riverside Drive Grosvenor Suite, 2nd Floor Commission's Offices (Procurement Department) during normal working hours.

A complete set of tender documents in English Language with full service specifications can be obtained from CRA offices second floor - Procurement office, upon payment of non-refundable fee of Kenya Shillings One Thousand (**Kshs. 1,000.00**)

However, the same can also be viewed and downloaded free of charge from the websites **www.craKenya.org** or **IFMIS Supplier Portal <http://supplier.treasury.go.ke>**. Prices quoted should be net inclusive of all taxes and delivery costs, must be in Kenya Shillings and shall remain valid for a period of one hundred and twenty (120) days from the closing date of the tender.

Bidders who download documents from the website should register their tenders at CRA offices, Procurement Office during normal working hours (**8.00 to 5.00 P.M.**) before the submission date, to facilitate communication in case of a clarification.

Completed tender documents are to be enclosed in plain sealed envelopes clearly labelled “**PROVISION OF MEDICAL, GROUP LIFE AND GROUP PERSONAL ACCIDENT (GPA)/ WIBA INSURANCE COVERS CRA/PROC/T1/2017-2018** and be deposited in the Tender Box at **Commission on Revenue Allocation, 14 Riverside Drive, Grosvenor Suite, 2<sup>nd</sup> Floor** reception or by post to the address below: -

**The Commission Secretary /CEO**  
**Commission on Revenue Allocation**  
**P. O. Box 1310 - 00100,**  
**NAIROBI.**

So as to be received on or before **10.00** am local time on **Monday 25th November 2019.**

Tenders will be opened immediately after the deadline of tender submission in the presence of the candidates or their representatives who choose to attend at ***Commission on Revenue Allocation, 14 Riverside Drive Grosvenor Suite, 2nd Floor East Wing meeting room.***

Any additional information, addendums or clarifications in respect to this tender will be available in our CRA website [www.crakenya.org](http://www.crakenya.org). All bidders are advised to regularly check the website during the bidding period. CRA reserves the right to accept any tender without giving reasons thereof and does not bind itself to accept the lowest or any tender. Canvassing for the tender by the Tenderer or by proxy shall lead to automatic disqualification of their tender.

**The Commission Secretary/CEO**

## **SECTION II: INSTRUCTION TO TENDERERS**

### **2.1 Eligible Tenderers**

2.1.1 This Invitation for Tenders is open to all Tenderers eligible as described in the Appendix to Instructions to Tenderers. Successful Tenderers shall provide the services for the stipulated duration from the date of commencement (hereinafter referred to as the term) specified in the tender documents.

2.1.2 CRA's employees, Commissioners and their relatives (spouse and children) are not eligible to participate in the tender unless where specially allowed under section 131 of the Act.

2.1.3 Tenderers shall provide the qualification information statement that the Tenderer (including all members of a joint venture and subcontractors) is not associated, or have been associated in the past, directly or indirectly, with a firm or any of its affiliates which have been engaged by the CRA 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 CRA, 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.1000.

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

### **2.3 Contents of Tender Document**

2.3.1 The tender documents comprise the documents listed below, a and addenda issued in accordance with clause 2.5 of these instructions to Tenderers.

- (i) Instructions to Tenderers
- (ii) General Conditions of Contract
- (iii) Special Conditions of Contract
- (iv) Schedule of Requirements
- (v) Details of Insurance Cover

- (vi) Form of Tender
- (vii) Price Schedules
- (viii) Contract Form
- (ix) Confidential Business Questionnaire Form
- (x) Tender security Form
- (xi) Performance security Form
- (xii) Insurance Company's Authorization Form
- (xiii) Form CRA 1 – Professional Qualifications
- (xiv) Form CRA 2 – Client Reference Form

**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 CRA by post, fax or by email at the CRA address indicated in the Invitation for tenders. The CRA 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 CRA. Written copies of the CRA 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 CRA shall reply to any clarifications sought by the tenderer within 3 days of receiving the request to enable the tenderer to make timely submission of its tender.
- 2.4.3 Preference where allowed in the evaluation of tenders shall not exceed 15%.

## **2.5 Amendment of Tender Documents**

- 2.5.1 At any time prior to the deadline for submission of tenders, the CRA, 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 CRA, 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 CRA, shall be written in English language. Any printed literature furnished by the tenderer may be written in another language provided they are accompanied by an accurate English translation of the relevant passages in which case, for purposes of interpretation of the tender, the English translation shall govern.

## **2.7 Documents Comprising the Tender**

2.7.1 The tender prepared by the tenderer shall comprise the following components:

- (a) A Tender Form and a Price Schedule completed in accordance with paragraph 2.8, 2.9 and 2.10 below
- (b) Documentary evidence established in accordance with paragraph 2.1.2 that the tenderer is eligible to tender and is qualified to perform the contract if its tender is accepted;
- (c) Tender security furnished in accordance with paragraph 2.12 (if applicable)
- (d) Declaration Form.

## **2.8 Form of Tender**

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

## **2.9 Tender Prices**

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

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

2.9.3 Prices quoted by the tenderer shall remain fixed during the Term of the contract unless otherwise agreed by the parties. A tender submitted with an adjustable

price quotation will be 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 Kenya Shillings

## **2.11 Tenderers Eligibility and Qualifications**

2.11.1 Pursuant to paragraph 2.1 the tenderer shall furnish, as part of its tender, documents establishing the Tenderers eligibility to tender and its qualifications to perform the contract if 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 CRA'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 not exceed 2 per cent of the tender price.

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

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

- a) Cash.
- b) A bank guarantee.
- c) Such insurance guarantee approved by the Authority.
- d) Letter of credit.

2.12.5 Any tender not secured in accordance with paragraph 2.12.1. and 2.12.3 **shall be rejected by the CRA 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.



The Tender Security maybe forfeited:

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

### **2.13 Validity of Tenders**

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

2.13.2 In exceptional circumstances, the CRA 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 all copies of the tender shall be typed or written in indelible ink and shall be signed by the tenderer or a person or persons duly authorized to bind the tenderer to the contract. All pages of the tender, except for un-amended printed literature, shall be initialled by the person or persons signing the tender.

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 initialled 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.

The inner and outer envelopes shall:

- a) Be addressed to the CRA at the address given in the Invitation to Tender.
- b) Bear tender number and name in the invitation to tender and the words "**DO NOT OPEN BEFORE 25<sup>th</sup> November 2019 at 10.00 A.M.**"

2.15.3 **The inner envelopes shall also indicate the name and address of the tenderer to enable the tender to be returned unopened in case it is declared "late".**

2.15.4 If the outer envelope is not sealed and marked as required by paragraph 2.15.2, the CRA will assume no responsibility for the tender's misplacement or premature opening.

## **2.16 Deadline for Submission of Tenders**

- c) Tenders must be received by the CRA at the address specified under paragraph 2.15.2 not later than **25<sup>th</sup> November 2019 at 10.00 A.M.**

2.16.1 The CRA 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 CRA and candidates previously subject to the deadline will thereafter be subject to the deadline as extended.

2.16.2 Bulky tenders which will not fit the tender box shall be received by the CRA 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 CRA prior to the deadline prescribed for submission of tenders.

2.17.2 The Tenderer's modification or withdrawal notice shall be prepared, sealed, marked and dispatched in accordance with the provisions of paragraph 2.15. A withdrawal notice may also be sent by fax or email but followed by a signed confirmation copy, postmarked not later than the deadline for submission of tenders.

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

2.17.4 No tender may be withdrawn in the interval between the deadline for

submission of tenders and the expiration of the period of tender validity. Withdrawal of a tender during this interval may result in the Tenderer's forfeiture of its tender security, pursuant to paragraph 2.12.7.

## **2.18 Opening of Tenders**

- 2.18.1 The CRA will open all tenders in the presence of Tenderers' representatives who choose to attend, on **25<sup>th</sup> November 2019 at 10.00 A.M.** and in the location specified in the invitation for tenders. The Tenderers' representatives who are present shall sign a register evidencing their attendance.
- 2.18.2 The Tenderers' names, tender modifications or withdrawals, tender prices, discounts, and the presence or absence of requisite tender security and such other details as the CRA, at its discretion, may consider appropriate, will be announced at the opening.
- 2.18.3 The CRA will prepare minutes of the tender opening, which will be submitted to Tenderers that signed the tender opening register and will have made the request.

## **2.19 Clarification of Tenders**

- 2.19.1 To assist in the examination, evaluation and comparison of tenders the CRA 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 CRA in the CRA'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 CRA will examine the tenders to determine whether they are complete, whether any computational errors have been made, whether required sureties have been furnished, whether the documents have been properly signed, and whether the tenders are generally in order.
- 2.20.2 Arithmetical errors will be rectified on the following basis. If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail, and the total price shall be corrected. If the candidate does not accept the correction of the errors, its tender will be rejected, and its tender security forfeited. If there is a

discrepancy between words and figures, the amount in words will prevail.

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

2.20.4 Prior to the detailed evaluation, pursuant to paragraph 2.20, the CRA 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 CRA'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 CRA 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 CRA will convert those currencies to Kenya Shillings using the selling exchange rate on the date of tender closing provided the Central Bank of Kenya.

## **2.22 Evaluation and Comparison of Tenders**

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

2.22.2 The CRA's evaluation of a tender will take into account, in addition to the tender price, the following factors, in the manner and to the extent indicated in paragraph 2.22.3.

- a) Operational plan proposed in the tender;
- b) Deviations in payment schedule from that specified in the Special Conditions of Contract

2.22.3 Pursuant to paragraph 2.22.2. The following evaluation methods will be applied.

a) Operational Plan

The CRA requires that the services under the Invitation for Tenders shall be performed at the time specified in the Schedule of Requirements. Tenders offering to perform longer than the CRA's required delivery time will be treated as non-responsive and rejected.

b) Deviation in payment schedule

Tenderers shall state their tender price for the payment on schedule outlined in the special conditions of contract. Tenders will be evaluated on the basis of this base price. Tenderers are, however, permitted to state an alternative payment schedule and indicate the reduction in tender price they wish to offer for such alternative payment schedule. The CRA may consider the alternative payment schedule offered by the selected tenderer.

**2.22.4 The tender evaluation committee shall evaluate the tender within 15 days from the date of opening the tender.**

**2.23 Contacting the C.R.A the Procuring Entity**

2.23.1 Subject to paragraph 2.19 no tenderer shall contact the CRA 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 CRA 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 CRA will verify and determine to its satisfaction whether the tenderer that is selected as having submitted the lowest evaluated responsive tender is qualified to perform the contract satisfactorily.

2.24.2 The determination will take into account the tenderer financial and technical capabilities. It will be based upon an examination of the documentary evidence of the Tenderers qualifications submitted by the tenderer, pursuant to paragraph 2.11.2, as well as such other information as the CRA 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 CRA 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 CRA 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.
- (e) Please see other key requirements for consideration of award (Special Conditions of Contracts)

## **2.26 CRA's Right to accept or Reject any or all Tenders**

2.26.1 The CRA 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 CRA's action. If the CRA determines that none of the tenders is responsive, the CRA shall notify each tenderer who submitted a tender.

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

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

## **2.27 Notification of Award**

2.27.1 Prior to the expiration of the period of tender validity, the CRA 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 CRA 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 CRA will promptly notify each unsuccessful Tenderer and will discharge its tender security, pursuant to paragraph 2.12.

## **2.28 Signing of Contracts**

2.28.1 At the same time as the CRA notifies the successful tenderer that its tender has been accepted, the CRA 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 CRA.

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

2.28.4 The parties to the contract shall have it signed within 30 days from the date of notification of contract award unless there is an administrative review request.

## **2.29 Performance Security**

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

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 CRA may make the award to the next lowest evaluated tender or call for new tenders.

## 2.30 Corrupt or Fraudulent Practices

- 2.30.1 The CRA requires that Tenderers observe the highest standard of ethics during the procurement process and execution of contracts. A tenderer shall sign a declaration that he has not and will not be involved in corrupt or fraudulent practices.
- 2.30.2 The CRA will reject a proposal for award if it determines that the tenderer recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question.
- 2.30.3 Further a tenderer who is found to have indulged in corrupt or fraudulent practices risks being debarred from participating in public Procurement in Kenya.

### Appendix to instructions to Tenderers

The following information for the procurement of insurance services shall complement, supplement, or amend, the provisions on the instructions to Tenderers. Wherever there is a conflict between the provisions of the instructions to Tenderers and the provisions of the appendix, the provisions of the appendix herein shall prevail over those of the instructions to Tenderers.

<b>Instructions to Tenderers</b>	<b>Particulars of Appendix to instructions to Tenderers</b>
2.1	Eligible tenders shall be Kenyan registered <b>Insurance Underwriters facilitating Medical, Group Life and Group Personal Accident/WIBA Insurance Covers and with valid operation license issued by the Insurance Regulatory Authority (IRA) – Kenya.</b>
2.2.2	Price to be charged for Tender Documents: <b>Kshs. 1000 for those who purchase a hard copy.</b>
2.12.2	Particulars of Tender Security: Two per cent ( <b>2%</b> ) of Tender Sum for 120 days after date of Tender Opening.
2.12.4	Form of Tender Security: The Tender Security will be in the form of a bank guarantee from a reputable bank or approved insurance firm



	approved by PPRA. Self – guaranteed tender security not allowed.
2.13	Validity of Tenders: Tenders shall remain valid for 120 days after date of Tender Opening.
2.15.2(b)	<b>Closing Date: Monday, 25<sup>th</sup> November 2019 at 10.00 a.m.</b>
2.16.1.	Deadline for submission of Tenders: As 2.15.2 (b) above.
2.16.3	Bulky tenders which do not fit in the Tender Box shall be delivered to the Procurement Department at <b>2<sup>ND</sup> Floor, 14 Riverside Drive, Grosvenor Building.</b>
2.11	<p><b>Evaluation and Comparison of Tenders</b></p> <p>The proposals will be evaluated in three stages as follows:</p> <p><b>Stage One:</b></p> <p><b>Mandatory Requirements:</b></p> <p>Tenderers are required to submit copies of the following mandatory documents which will be used during preliminary examination to determine responsiveness:</p> <ol style="list-style-type: none"> <li>1. Copy of valid Certificate of Registration or Incorporation under the Companies Act.</li> <li>2. Copy of valid Tax Compliance Certificate from KRA</li> <li>3. Copy of PIN Certificate</li> <li>4. Copy of current business permit</li> <li>5. Copy of current CR12 form</li> <li>6. Duly filled and stamped Confidential Business Questionnaire</li> <li>7. Tender Security valid for 150 days in form of banker's guarantee</li> <li>8. Must be registered with the Insurance Regulatory Authority for the current year 2019 (attach copy of current license)</li> </ol>

9. Audited Accounts for the last three (3) Years signed by a Certified Public Accountant. (2015/2016, 2016/2017 & 2017/2018

10. Must be a Member of Association of Kenya Insurance (AKI)  
Copy of valid Certificate to be attached.

**Stage Two:**

**Technical Evaluation (Total Points 100marks):**

**Experience/Operation Performance (20 Marks)**

1. Must have offered Medical Insurance cover to at least 5 large corporate clients/public institutions with account values of not less than Kshs. 20M. (Provide details of each client, copy of Contract Agreement/ Recommendation Letter). (10 Marks).

1.1 Provide details of highest business volumes handled in the last three (3) years related to medical insurance cover. (10 Marks)

Over Kshs. 50M – 5 Marks

30 to 50M- 3 marks

Below 10Million – 0 marks

**Key Personnel Qualification – 15 Marks**

1.2 List/provide at least five (5) key professional staff with specific portfolio/task each with the following minimum qualification and experience:

a) Principal Officer/Contract Manager with a minimum of undergraduate (Bachelor) degree in insurance or its equivalent and must be an Associate of the Chartered Insurance Institute (attach certified copies of Certificates and CVs) – 1 mark for each certificate and 1 mark for the CV (**Total – 3 marks**)

b) Three (3) key management staff with a minimum of a Diploma in

Insurance at the Chartered Insurance Institute or its equivalent. Attach Copies of qualification certificates plus certified CVs signed by both the employer and the employee **(1 mark** each for each certificate and **1 mark** for the CV – with at least three years' experience in the insurance industry handling Medical Insurance related covers (1 mark each or pro rate for less years of experience) **(Total 9 marks).**

c) Scheme Administrator preferably with at least a Diploma in the medical profession **(2 marks)** and at least not less than 3 years' experience **(1 mark)** for CV attached with the required experience.

**Suitability of the Proposed Medical Scheme (30 Marks)**

a) Administration office networks of the underwriter with physical addresses, telephone and contact person **(10 marks)**

- 47 Counties – 10 marks

- 27 Counties – 6 marks

- Less than 20 Counties – 4 marks

b) Flexibility including inclusion, convenience and pre-authorization for specialists e.g. Gynaecologists, dentists, ophthalmologists, etc **(10 marks)**

c) Provide a list of all benefit structures including benefit sub-limits and exclusions. (5 Marks)

d) Attach recommendation letters on claims settlement with five major hospitals. **(5 marks)**

**Network Coverage (5 Marks)**

Provide authenticate list of appointed specialists, pharmacies, clinics and consultant doctors in Kenya that can be accessed by CRA employees and their dependents.

- 47 counties – 5 marks

- 24 Counties – 3 marks

- Less than 24 counties – 1 mark

**Financial Suitability (10 Marks)**

- a) Submit copies of audited accounts for the last 3 years **(6 marks** – for accounts certified and without losses).
- b) Tenderer's appointed bankers **(1 mark)** an authority to seek references (1 mark). Authority should be given in writing. **(Total – 1 mark)**.
- c) Information regarding any litigation, current or during the last five years in which the Tenderer is involved, the parties concerned and disputed amount. If none, state so **(1 mark – if none mark is zero)**.
- d) A system with ability to general utilization reports and tracking of the schemes performance. Attach sample of reports produced. **(2 marks)**.

**Case Management (15 Marks)**

Give a detailed description on how the Cover is going to be administered and an analysis on how the Service Provider intends to address the following issues/procedures:

- a) Admission of members into the Cover.
- b) Admission of members with HIV/AIDS and other pre-existing and congenital conditions into the cover (give details of the limits of each).
- c) Procedure to be followed for evacuation.
- d) Provision for overseas treatment (please indicate referral destinations and attach evidence).
- e) Provision for last expense.

**Business Support (5 marks)**

Details of the underwriter's reinsurance policy with a well-known registered insurance/reinsurance company (Attach Evidence) **(5 marks)**

The pass mark for the Technical Evaluation will be 70%. Candidates that have attained those points will have their financial proposals

	<p>evaluated.</p> <p><b>Stage Three:</b></p> <p><b><u>Financial Evaluation:</u></b></p> <ol style="list-style-type: none"> <li>1. The commercial evaluation and final ranking of the bids will take into consideration the scope of the cover in relation to the premium, the exclusion clauses and other pertinent terms and conditions of tender.</li> <li>2. The tender processing committee will determine whether the financial proposals are complete. The cost of items not priced shall be assumed to be included in other costs in the proposal. In all cases, the total price of the financial proposal as submitted shall prevail.</li> </ol>
	<p><b>Award of Contract</b></p> <p>The recommendation shall be based on the lowest evaluated price whereby the Insurance Company that presents the best affordable offer shall be deemed to be the lowest evaluated tenderer(s) and shall be recommended for award as appropriate.</p>
2.24 (a)	Particulars of post-qualification if applicable: CRA may inspect the premises.

**Recommendation (s) for Award:**

This shall involve financial (premium) comparison and checking for arithmetic errors if any. The insurance company that presents the best affordable offer shall be deemed to be the lowest evaluated tenderer(s) and shall be recommended for award as appropriate.

## **SECTION III: GENERAL CONDITIONS OF CONTRACT**

### **3.1 Definitions**

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

- a) "The Contract Price" means the price payable to the tenderer under the Contract for the full and proper performance of its contractual obligations.
- b. "The Services" means services to be provided by the tenderer including any documents, which the tenderer is required to provide to the CRA under the Contract.
- c. "The CRA" means the organization procuring the services under this Contract
- d. "The Contractor" means the organization or firm providing the services under this Contract.
- e. "GCC" mean the General Conditions of Contract contained in this section
- f. "SCC" means the Special Conditions of Contract
- g. "Day" means calendar day

### **3.2 Application**

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

### **3.3 Standards**

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

### **3.4 Use of Contract Documents and Information**

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

- 3.4.2 The Service Provider shall not, without the CRA's prior written consent, make use of any document or information enumerated in paragraph 2.4.1 above.
- 3.4.3 Any document, other than the Contract itself, enumerated in paragraph 2.4.1 shall remain the property of the CRA and shall be returned (all copies) to the CRA on completion of the contract's or performance under the Contract if so required by the CRA.

### **3.5 Patent Rights**

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

### **3.6 Performance Security**

- 3.6.1 Before signing of the Contract, the successful tenderer shall furnish to the CRA the performance security where applicable in the amount specified in SCC.
- 3.6.2 The proceeds of the performance security shall be payable to the CRA as compensation for any loss resulting from the Tenderer's failure to complete its obligations under the Contract.
- 3.6.3 The performance security shall be denominated in the currency of the contract, or in a freely convertible currency acceptable to the CRA and shall be in the form of:
- a) Cash
  - b) A bank guarantees.
  - c) Such insurance guarantee approved by the Authority.
  - d) Letter of Credit
- 3.6.4 The performance security will be discharged by the CRA and returned to the Candidate not later than thirty (30) days following the date of completion of the Service Provider's performance of obligations under the Contract, including any warranty obligations, under the Contract.

### **3.7 Delivery of services and Documents**

- 3.7.1 Delivery of the services shall be made by the Contractor in accordance with the terms specified by the procuring entity in the schedule of requirements and the special conditions of contract.

### **3.8 Payment**

- 3.8.1 The method and conditions of payment to be made to the contractor under this Contract shall be specified in SCC
- 3.8.2 Payment shall be made promptly by the CRA, but in no case later than sixty (60) days after submission of an invoice or claim by the Contractor.

### **3.9 Prices**

- 3.9.1 Prices charges by the contractor for Services performed under the Contract shall not, with the exception of any price adjustments authorized in SCC vary from the prices quoted by the tenderer in its tender or in the CRA's request for tender validity extension as the case may be. No variation in or modification to the terms of the contract shall be made except by written amendments signed by the parties.
- 3.9.2 Contract price variations shall not be allowed for contracts not exceeding one year (12 months)
- 3.9.3 Where contract price variation is allowed the variation shall not exceed 10% of the original contract price
- 3.9.4 Price variation requests shall be processed by the CRA within 30 days of receiving the request.

### **3.10 Assignment**

- 3.10.1 The Contractor shall not assign, in whole or in part, its obligations to perform under this Contract, except with the CRA's prior written consent.

### **3.11 Termination for Default**

- 3.11.1 The CRA may, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the Contractor terminate this Contract in whole or in part:

- (a) If the Contractor fails to provide any or all of the services within the period(s) specified in the Contract, or within any extension thereof granted by the CRA.
- (b) If the Contractor fails to perform any other obligation(s) under the Contract
- (c) If the Contractor in the judgment of the CRA has engaged in corrupt or



fraudulent practices in competing for or in executing the contract.3.11.2 In the event the CRA terminates the contract in whole or in part, it may procure, upon such terms and in such manner as it deems appropriate, services similar to those un-delivered and the Contractor shall be liable to the CRA for any excess costs for such similar services. However, the contractor shall continue performance of the contract to extent not terminated.

(d) If the Contractor fails to honour claims lawfully due.

(e) If the Contractor loses credit facilities with major service providers.

### **3.12 Termination for Insolvency**

3.12.1 The CRA may at any time terminate the contract by giving written notice of three months to the Contractor if the firm becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the Contractor, provided that such termination will not prejudice or affect any right of action or remedy, which has accrued or will accrue thereafter to the CRA.

### **3.13 Termination for Convenience**

3.13.1 The CRA by written notice sent to the Contractor, may terminate the contract in whole or in part, at any time for its convenience. The notice of termination shall specify that the termination is for the CRA's convenience, the extent to which performance of the Contractor of the contract is terminated and the date on which such termination becomes effective.

3.13.2 For the remaining part of the contract after termination the CRA may elect to cancel the services and pay to the Contractor an agreed amount for partially completed services.

### **3.14 Resolution of Disputes**

3.14.1 The CRA and the Contractor shall make every effort to resolve amicably by direct informal negotiations and disagreement or disputes arising between them under or in connection with the contract

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

### **3.15 Governing Language**

3.15.1 The contract shall be written in the English language. All correspondence and other documents pertaining to the contract, which are exchanged by the parties, shall be written in the same language.

### **3.16 Applicable Law**

3.16.1 The contract shall be interpreted in accordance with the laws of Kenya unless otherwise expressly specified in the SCC.

### **3.17 Force Majeure**

3.17.1 The Contractor shall not be liable for forfeiture of its performance security, or termination for default if and to the extent that its delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.

### **3.18 Notices**

3.18.1 Any notices given by one party to the other pursuant to this contract shall be sent to the other party by post or by Fax or Email and confirmed in writing to the other party's address specified in the SCC.

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

## SECTION IV - SPECIAL CONDITIONS OF CONTRACT

The following shall serve as criteria for Tender Evaluation for both Insurance Company:

**The following documents are mandatory and must be submitted by the Tenderers, failure to which the tender will be treated by CRA as non-responsive and rejected.**

### 4.1. Conditions to be met by The Insurance Company

- a) Must be an established insurance underwriter.
- b) Must have paid up capital of Kshs. 450million.
- c) Must be registered with the Commissioner of Insurance for the current year and a copy of the current license be submitted.
- d) Must have done annual gross premiums excluding medical insurance business in the previous year of more than three hundred million (Kshs. 500Million).
- e) Provide details of contracts underway or contractually committed; names and addresses of clients who may be contacted for further information on those contracts. (CRA reserves the right to confirm directly to these firms).
- f) Provide Audited Accounts for the last three years (2015/2016, 2016/2017 & 2017/&2018).
- g) The firm must have been providing Medical **Cover** business for the **last ten (10)** year.
- h) Must submit copies of the following documents;
  - (a) PIN Certificate
  - (b) Tax Compliance Certificate
  - (c) Certificate of Registration/Incorporation
  - (d) Copy of the CR12 form
  - (e) Proof of registration with Insurance Regulatory Authority
    - i) Proof of membership of the Association of Kenya Insurance (AKI)
    - j) Copy of professional indemnity.
    - k) Copy of business premises permit
- l) Tenders must be accompanied by a Tender Security of Kenya Shillings Three Hundred Thousand (**KES 300,000**) and must be valid for a period of **150 days** after submission deadline.

m) The document **MUST** be paginated and serialized.

**4.2. Special Conditions of Contract as relates to the General Conditions of Contract**

Reference of general conditions of contract	Special condition of contract
2.12 Tender Security (Bid Bond)	Will be required - 2% of the total sum quoted.
3.6 Performance security	The successful bidder will furnish the CRA with a performance security equivalent to 5% of the bid price before signing the contract
3.7 Delivery of Services	For a Contract period of One (1) year with an option of renewal for an additional one year subject to satisfactory performance.
3.8 Payment	Payment will be made as per the terms stated in the agreement.
3.9 Price adjustment	Prices will not be adjusted
3.16 Applicable law	The laws of Kenya shall apply
3.18 Notices	Addressed to The Commission Secretary/CEO, Commission on Revenue Allocation 14 Riverside Drive, 2 <sup>nd</sup> Floor, Grosvenor Suite P. O. Box 1310 - 00100, NAIROBI.
3.19 Due Diligence	The Commission may carry out due diligence in this process.

## **SECTION V - SCHEDULE OF REQUIREMENTS**

1. The Commission on Revenue Allocation intends to procure Medical (both inpatient and outpatient), Group Life, GPA and WIBA Covers for its Commissioners and Members of Staff. Group Life Cover should be based on basic salary for three years.
2. For purposes of the Tenders, the Scheme population is **68** members of staff with an annual basic salary of **Kshs. 14,707,242.45**.
3. Tenderers intentions to bid for both or either tender shall be indicated by completion of the Price Schedule.
4. Tenderers should provide detailed Transitional arrangements on how to cover pre-existing conditions.
5. Service Provider shall be expected to submit periodic reports (quarterly reports on the claims experience of the covers) on cover performance.
6. The Service provider is expected to run preventative programs that will result in improved health and well-being and productivity at work for all.

### **Delivery period**

The contract period is one year from commencement date with an option for renewal of one year subject to appraised performance of the service provider and revised beneficiaries' data from the procuring entity and or reconfirmation of sum insured. The procuring entity however reserves the right to terminate the contract at any stage on the basis of provider's poor performance and failure to rectify the said poor performance in the timelines set out in the contract.

The Medical Scheme is expected to cover the following:

### **5.1 Medical Benefits Limits**

The following cover limits shall apply:

#### **Category 1 – Commissioners and CEO (9)**

<b>BENEFIT</b>	<b>LIMIT (Kshs.)</b>
Inpatient Cover	10,000,000
Outpatient Cover	300,000
Dental Cover	75,000
Optical Cover	75,000
Maternity Cover	150,000

#### **Category A – Secretariat Staff**

<b>BENEFIT</b>	<b>LIMIT (Kshs.)</b>
Inpatient Cover	2,500,000
Outpatient Cover	200,000
Dental Cover	70,000
Optical Cover	70,000
Maternity Cover	250,000

#### **Category B – Secretariat Staff**

<b>BENEFIT</b>	<b>LIMIT (Kshs.)</b>
Inpatient Cover	1,500,000
Outpatient Cover	200,000
Dental Cover	70,000
Optical Cover	70,000
Maternity Cover	250,000

#### **Eligibility Age Limits**

Children: From Birth to 25 Years old

Commissioners & Staff: No Age Limit

**Waiting period:** None for existing and new members.

## **INPATIENT COVER**

In addition to the salient features listed above, the following specific in-patient benefits are to be covered by the successful tenderer:

- i. Admission in accredited hospitals.
- ii. Pre-existing, chronic conditions, HIV and AIDS related conditions.
- iii. Accommodation for parent/guardian accompanying a child below 12 years to include bed and meals for the parent/guardian.
- iv. Accidental and illnesses hospitalization (accommodation, doctor(s) fees, operating theatre, ICU and HDU charges, physiotherapy, prescribed drugs, dressings, surgical appliances, etc.
- v. Laboratory investigations, X-rays, ultrasounds, ECG, MRI scans, computerized tomography, pathology.
- vi. Psychiatric/psychotherapy cases up to Kshs. 300,000 per family per annum.
- vii. Last Expense or funeral cover for principal member/ dependents of Kshs. 100,000.
- viii. Emergency road and air evacuation both local and international.
- ix. Prescribed medicines, dressings, surgical appliances and nursing procedures.
- x. Radiotherapy, chemotherapy, physiotherapy.
- xi. Day care surgery.
- xii. Gynaecological illnesses.
- xiii. Diagnosis and treatment of sexually transmitted diseases.
- xiv. Post hospitalization visits/follow ups within thirty days after discharge or up to Kshs 50, 000 whichever comes first.
- xv. Non-accident ophthalmological surgery.
- xvi. Non-accident maxillofacial & dental surgery excluding routine dental procedures.
- xvii. Normal delivery, first and all subsequent operation for caesarean section up to the maximum of the maternity cover for principal member or spouse.
- xviii. Room admission
- xix. Commissioners: Single private room with bathroom (ensuite) - Executive
- xx. Category A – Private Room
- xxi. Category B – Semi Private Room
- xxii. Overseas cover for maximum of sixty days outside East Africa while on holiday or official visit during any one period of insurance.
- xxiii. Overseas treatment where not locally available on referral.

- xxiv. Inpatient prescribed drugs/medicines and dressings (including prescription on discharge for a maximum of 14 days.
- xxv. Internal and external surgical implants, appliances, joint replacements and prostheses.
- xxvi. External aids and hearing aids on prescription of a limit up to Kshs. 50,000.
- xxvii. Neonatal congenital conditions/preterm of up to Kshs. 300,000.
- xxviii. Clear List of exclusions.
- xxix. ENT services.
- xxx. Laser correction of eyesight.

## **5.2 Inpatient Management**

5.2.1 The successful tenderer will offer the following inpatient management services:

- a) Each employee and their dependants will be issued with a membership card for identification by the insurance company.
- b) Services will be offered on presentation of the employee's membership card.
- c) Provide a network of hospitals, clinics and doctors that will offer "no hassle" access and admission where applicable to the CRA Commissioners, staff and their dependents.
- d) Provider to have well established relations with medical facilities in other parts of the world to cater for evacuation or cover when medical services are required and exclusions thereof up to full cover limit.
- e) Inpatient contributors to NHIF will be required to produce their NHIF cards prior to discharge for purposes of NHIF rebate.
- f) Provider to be able to negotiate doctors'/specialists' fees to enable efficient utilization of the scheme benefits.
- g) All patient bills will be sent directly to the successful tenderer for payment.
- h) Patients will not be required to pay cash for any treatment. In case of cash payment, patients will be reimbursed 100% by the successful tenderer;
- i) Detailed periodic reports will be produced as agreed with the Commission;
- j) Regular training of Commission staff on scheme procedures and requirements.
- k) In the event that a member is on two insurance covers, payment of amounts that exceed the benefits on one cover to be offset by second insurance.



### 5.3 OUTPATIENT BENEFITS

In addition to the salient features listed above the following specific outpatient benefits are to be covered by the successful tenderer:

- a) Reimbursement at 100% within 30 days within limit of benefits.
- b) Have a well distributed network of outpatient service providers to include doctors/specialists, pharmacies, laboratories, etc.
- c) Consultation with a medical practitioner.
- d) Second opinion consultation with a specialist upon referral by a medical practitioner with clear process of the same.
- e) Immunizations inclusive of baby friendly vaccines in addition to KEPI vaccination.
- f) No co-payment.
- g) Laboratory investigations and X-rays.
- h) Prescription medicines.
- i) Outpatient procedures e.g. dressing
- j) Prescribed physiotherapy, radiotherapy and chemotherapy.
- k) Hospitalization after accidents.
- l) Ultrasound, MRI, CT scan.
- m) Outpatient emergency ambulance service.
- n) Diagnosis and treatment of HIV and other sexually transmitted infections and urinary tract Infections.
- o) Pre-natal/ante-natal- post-natal care to six weeks post-delivery.
- p) Medical Check-up for principal members and /or their spouse once a year in hospitals selected by the Provider as follows (or improved):
  - Commissioner : Kshs. 50,000
  - Category A & B: Kshs. 40,000
- q) Health Education (wellness programs)
- r) Chronic & recurring conditions.
- s) Counselling services.
- t) Blood transfusions
- u) Resident insurance medical practitioner or access to one to advice on medical matters, moderate bills, provide regular talks on topical health issues.
- v) Dental covers filling, extraction, root canal routine dentistry and tooth scaling

necessitated by prevailing medical condition and prescribed by a dentist; braces, crowns and bridges prescribed by a dentist up to the benefit per family.

- w) Annual pap smear and breast checks for female members and dependents.
- x) Psycho-effective conditions/illness counselling services.
- y) Optical to include treatment for deterioration/ correction of sight.
- z) Optical benefit to cover more than a pair of spectacle frames annually and their replacement up to the limit of the cover.
- aa) Prenatal and postnatal to be catered for within the outpatient/inpatient limit where applicable. Maternity cover to cater for delivery only (normal and caesarean section).
- bb) Gynaecological conditions including hormone imbalance and menopausal conditions to be covered within the inpatient and outpatient covers as may be applicable.
- cc) Disease preventative vaccines to be covered within inpatient and outpatient covers as may be applicable.
- dd) All children vaccines to be covered in full within the outpatient cover.
- ee) De-worming and multi-vitamin/supplements to be covered within the outpatient and inpatient as may be applicable.
- ff) Supplements medication (including prenatal, nerves etc.) to be covered within the outpatient and inpatient as may be applicable as per doctor's prescription.

Any additional benefits should be specified by the bidder.

There are cases which may require special treatment owing to medical history of a member of staff and /or dependent. The bidder is required to propose on how such a case is dealt with in case it occurs.

## **5.4 OUTPATIENT MANAGEMENT**

5.4.1 The successful tenderer will offer the following outpatient management services:

- a) Each employee and their dependants will be issued with a membership card for identification by the insurance company.
- b) The Commission and the successful medical insurance provider will agree on a list of outpatient outlets and the accredited hospitals and clinics.
- c) Eligible Commission members of staff and their families will be attended to at any of the appointed outpatient services provider outlets upon presentation of

identification.

- d) Members will be allowed to access outpatient services from accredited inpatient service providers' i.e. Hospitals.
- e) All outpatient bills will be sent directly to the successful medical insurance service provider for settlement;
- f) Patients will not be required to pay cash for treatment. In case of cash payments, patients will be reimbursed by the successful tenderer.
- g) Provider to provide comprehensive quarterly reports on scheme utilization; analysis on utilization trends and recommendations on better utilization. CRA will be able to request for Reports on Need Basis.

## MEMBERSHIP DETAILS

	GENDER	FAMILY SIZE	CATEGORY
<b>COMMISSIONERS &amp; CEO</b>			
1.	F	M+3	1
2.	M	M+2	
3.	M	M+1	
4.	M	M+4	
5.	M	M+5	
6.	F	M+3	
7.	F	M+2	
8.	M	M+1	
9.	M	M+3	
	<b>SUB TOTAL</b>	<b>24</b>	
<b>STAFF</b>			
	GENDER	FAMILY SIZE	CATEGORY
<b>DIRECTORS – CRA 2</b>			
1.	F	M+3	A
2.	F	M+3	A
3.	M	M+3	A
4.	M	M+4	A
5.	M	M+2	A
6.	F	M+3	A
<b>DEPUTY DIRECTORS – CRA 3</b>			
7	M	M+3	A
8	F	M+4	A
<b>MANAGERS – CRA 4</b>			
7.	F	M+3	A
8.	F	M+3	A
9.	F	M+1	A
10.	M	M+4	A
11.	M	M+4	A
12.	M	M+4	A

	<b>GENDER</b>	<b>FAMILY SIZE</b>	<b>CATEGORY</b>
14.	M	M+4	A
15.	F	M+4	A
16.	F	M+3	A
17.	F	M+2	A
18.	F	M+2	A
19.	F	M	A
20.	M	M	A
21.	F	M	A
<b>OFFICERS – CRA 5</b>			
19.	F	M	A
20.	M	M+4	A
21.	M	M+3	A
22.	F	M+3	A
23.	M	M+1	A
24.	M	M	A
25.	M	M+3	A
26.	M	M+3	A
27.	M	M	A
28.	F	M	A
29.	F	M+3	A
30.	M	M+4	A
<b>ASSISTANTS – CRA 6</b>			
32.	F	M+3	A
33.	F	M+1	A
34.	F	M+2	A
35.	M	M	A
36.	M	M	A
37.	M	M+2	A
37.	M	M+2	A
38.	M	M+5	A
	<b>SUB TOTAL</b>	<b>98</b>	
<b>FRONT OFFICE &amp; LOGISTICS – CRA 7</b>			

	<b>GENDER</b>	<b>FAMILY SIZE</b>	<b>CATEGORY</b>
37.	F	M+2	B
38.	M	M+3	B
39.	M	M+5	B
40.	M	M+4	B
41.	M	M+2	B
42.	M	M+3	B
43.	M	M+2	B
44.	M	M+3	B
45.	M	M+4	B
46.	M	M+3	B
47.	M	M+5	B
48.	M	M+4	B
<b>OFFICE SUPPORT – CRA 8</b>			
50.	M	M+3	B
51.	F	M+1	B
52.	F	M+3	B
53	M	M+2	B
	<b>SUB TOTAL</b>	<b>49</b>	
	<b>GRAND TOTAL</b>	<b>171</b>	

**Key:**

M+ 0: Employee Only

M+1: Employee and 1 dependent (spouse included)

M+2: Employee and 2 dependents (spouse included)

M+3: Employee and 3 dependents (spouse included)

M+4: Employee and 4 dependents (spouse included)

M+5: Employee and 5 dependents (spouse included)

## **5.5 Group Life, GPA/WIBA Insurance Cover Features**

- 5.5.1 The Commission on Revenue Allocation intends to procure Group Life Insurance Cover for its employees. The policy will indemnify demise of an employee as a result of any cause of death.
- 5.5.2 The Commission on Revenue /Allocation will avail all the necessary details to the successful tenderer including:
- a) A list of all its employees;
  - b) Current basic salaries- monthly/annual;
  - c) Age;
  - d) Details of beneficiaries;
  - e) Any other information.
- 5.5.3 During the period of cover, existing employees of the Commission on Revenue Allocation and also for any new employees will be registered.
- 5.5.4 The cover will run for a period of one year effective from the date of contract agreement subject to annual renewal upon satisfactory performance. A member's cover will cease immediately she/he leaves the service of the Commission.
- 5.5.5 For Purposes of the tender, the parameters to be used are as specified in Clause 2 above on the Schedule of Requirements and as per the schedule Below.
- 5.5.6 The successful tenderer will offer the following benefits under the Group Life Insurance:
- a) The level of benefit payable to registered members will be based on 3 years the annual basic salary. The benefits must be payable through CRA within two weeks on submission of the original death certificate.
  - b) An inbuilt last expense rider of Kshs. 100,000.00 shall be included alongside Group Life Cover and shall be paid within 48 hours of notification of demise of an eligible member.
  - c) Free cover limit of at least Kshs. 6,000,000.
  - d) No cover exclusions or restrictions to HIV/AIDS deaths or patients.

- e) Payment of accelerated benefit of at least 50% of sum assured for terminal illness cases.
- f) Commissioners herein referred (Senior Level) below, indemnity/liability of Kshs. 500,000.
- g) Policy will be 3 years annual basic salary.

	<b>GENDER</b>	<b>MONTHLY SALARY KSHS</b>	<b>ANNUAL BASIC SALARY KSHS</b>	<b>DATE OF BIRTH</b>
1	Female	854,000.00	10,248,000.00	05/03/63
2	Male	710,000.00	8,520,000.00	25/06/71
3	Male	710,000.00	8,520,000.00	06/02/42
4	Male	710,000.00	8,520,000.00	26/08/64
5	Male	710,000.00	8,520,000.00	12/12/61
6	Female	710,000.00	8,520,000.00	06/05/73
7	Female	710,000.00	8,520,000.00	21/04/87
8	Male	710,000.00	8,520,000.00	17/01/50
	<b>TOTAL 1</b>	<b>5,824,000.00</b>	<b>69,888,000.00</b>	
		<b>MONTHLY SALARY KSHS</b>	<b>ANNUAL BASIC SALARY KSHS</b>	<b>DATE OF BIRTH</b>
1	Male	445,556.00	5,346,672.00	30/01/63
2	Female	442,659.50	5,311,914.00	25/05/74
3	Male	442,660.00	5,311,920.00	29/05/67
4	Female	442,659.50	5,311,914.00	04/02/71
5	Male	442,659.50	5,311,914.00	02/02/75
6	Female	442,659.50	5,311,914.00	12/05/72
7	Male	442,659.50	5,311,914.00	06/05/60
8	Male	238,184.00	2,615,484.00	20/09/73
9	Female	298,865.00	3,586,380.00	27/02/78
10	Female	206,666.70	2,306,667.00	27/05/76
11	Male	250,000.05	3,000,000.60	25/10/69
12	Female	235,555.60	2,826,667.20	24/02/81
13	Female	250,000.05	3,000,000.60	14/09/83
14	Male	177,777.80	2,133,333.60	29/09/81



15	Female	235,555.60	2,826,667.20	09/02/70
16	Female	148,888.90	1,613,333.40	29/08/84
17	Female	177,777.80	1,960,000.20	23/05/77
18	Male	177,777.70	2,133,332.40	08/03/88
19	Female	120,000.00	1,440,000.00	05/04/83
20	Male	130,537.20	1,452,891.60	05/04/77
21	Male	192,222.25	2,306,667.00	23/04/80
22	Male	250,000.00	3,000,000.00	25/12/80
23	Female	148,888.90	1,613,333.40	15/08/83
24	Female	250,000.05	3,000,000.60	12/12/82
25	Male	102,148.50	1,112,227.20	10/09/80
26	Male	92,685.60	1,112,227.20	02/04/85
27	Female	102,148.50	1,225,782.00	09/02/84
28	Female	130,537.20	1,452,891.60	28/11/76
29	Male	130,537.20	1,452,891.60	10/04/84
30	Female	92,685.60	998,672.40	19/09/79
31	Female	92,685.60	1,112,227.20	30/07/75
32	Female	92,685.60	1,112,227.20	23/07/78
33	Male	83,222.70	998,672.40	21/12/77
34	Male	83,222.70	885,117.60	15/08/77
35	Male	70,000.00	840,000.00	07/07/87
36	Female	51,730.00	620,760.00	29/04/86
37	Male	51,730.00	620,760.00	12/12/83
38	Female	70,000.00	840,000.00	09/09/84
39	Male	51,730.00	576,912.00	24/05/86
40	Female	66,346.00	752,304.00	28/12/80
41	Male	83,222.70	885,117.60	22/08/81
42	Female	48,076.00	533,064.00	04/06/91
43	Female	40,385.00	449,544.00	03/03/84
44	Male	52,077.00	589,848.00	11/07/85
45	Male	43,308.00	484,620.00	06/08/79
46	Male	49,154.00	589,848.00	02/03/79
47	Male	49,154.00	554,772.00	12/11/83

48	Male	49,154.00	554,772.00	05/04/61
49	Male	49,154.00	554,772.00	06/06/71
50	Male	49,154.00	589,848.00	28/08/85
51	Male	49,154.00	554,772.00	04/08/76
52	Male	49,154.00	554,772.00	03/04/74
53	Male	49,154.00	554,772.00	22/12/71
54	Male	46,231.00	554,772.00	11/01/85
55	Male	46,231.00	554,772.00	24/04/82
56	Female	37,629.60	423,109.80	21/03/63
57	Male	35,259.15	394,664.40	22/04/83
58	Female	28,147.80	309,328.20	27/08/89
59	Male	23,406.90	280,882.80	29/09/85
60	Male	51,730.00	620,760.00	
	<b>TOTAL 2</b>	<b>8,883,242.45</b>	<b>104,335,404.00</b>	
	<b>SUM TOTAL</b>	<b>14,707,242.45</b>	<b>174,223,404.00</b>	

## **Section VI: STANDARD FORMS**

### **Notes on the standard Forms**

1. **Form of TENDER** - The form of Tender must be completed by the tenderer and submitted with the tender documents. It must also be duly signed by duly authorized representatives of the tenderer.
2. **Price Schedule Form** - The price schedule form must similarly be completed and submitted with the tender.
3. **Contract Form** - The contract form shall not be completed by the tenderer at the time of submitting the tender. The contract form shall be completed after contract award and should incorporate the accepted contract price.
4. **Confidential Business Questionnaire Form** - This form must be completed by the tenderer and submitted with the tender documents.
5. **Tender Security Form** - When required by the tender document the tenderer shall provide the tender security either in the form included hereinafter or in another format acceptable to the procuring entity.
6. **Performance security Form** - The performance security form should not be completed by the tenderer at the time of tender preparation. Only the successful tenderer will be required to provide performance security in the form provided herein or in another form acceptable to the procuring entity.

**Form of Tender**

Date: .....

Tender No. **CRA/PROC/T1/2017-2018**

To: COMMISSION SECRETARY/CEO  
Commission on Revenue Allocation  
P. O. Box 1310-00200  
NAIROBI

Gentlemen and/or Ladies: -

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

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 2017

[Signature] [In the capacity of]

Duly authorized to sign tender for and on behalf of \_\_\_\_\_

**Price Schedule Form**

No	DESCRIPTION OF INSURANCE	INDIVIDUAL RATES			COVER TYPES			TOTAL PREMIUM (Kshs.)
		Member (Kshs.)	Spouse (Kshs.)	Child (Kshs.)	Comm. Category 1	Category A	Category B	
	Inpatient Medical Cover							
1.	Inpatient Medical Cover							
2.	Outpatient Medical Cover							
3.	Group Life Insurance Cove							
4.	GPA/WIBA Covers							
	<b>Total</b>							

## 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 the GPA cover and has accepted a tender by the tenderer for the supply of the services in the sum of ..... [Contract price in words and in figures] (Hereinafter called "the Contract Price").

NOW THIS AGREEMENT WITNESSTH AS FOLLOWS: -

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.

2. The following documents shall be deemed to form and be read and construed as part of this Agreement, viz:

- a) The Tender Form and the Price Schedule submitted by the tenderer;
- b) The Schedule of Requirements
- c) The Details of cover
- d) The General Conditions of Contract
- e) The Special Conditions of Contract; and
- f) The Procuring entity's Notification of Award

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

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

provisions of the contract at the times and in the manner prescribed by the contract.

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

Signed, sealed, delivered by..... the..... (For the Procuring entity)

Signed, sealed, delivered by.....the.....(For the tenderer) in the presence of.....

**Confidential Business Questionnaire**

You are requested to give the particular indicated in Part 1 and either Part 2(a), 2(b), or 2(c), which ever applies to your type of business. You are advised that it is a serious offence to give false information on this Form.

**Part - General:**

Business Name .....

Location of business premises .....

Plot No.....

Street/Road.....Postal Address..... Tel. No.....Fax.....

Email .....

Nature of business.....

Registration Certificate No.....

Maximum value of business which you can handle at any one time Kshs.....

Name of your bankers..... Branch.....

**2(a) - Sole Proprietor:**

Your name in full.....Age.....

Nationality..... Country of origin .....

Citizenship details.....

**Party 2(b) - Partnership**

Give details of partners as follows

	Name	Nationality	Citizenship Details	Shares
1	.....	.....	.....	.....
2	.....	.....	.....	.....
3	.....	.....	.....	.....
4	.....	.....	.....	.....
5	.....	.....	.....	.....



**Part 2(c) -Registered Company**

Private or public.....

State the nominal and issued capital of the company -

Nominal Kshs .....

Issued Kshs.....

Give details of all directors as follows

	Name	Nationality	Citizenship Details	Shares
1	.....	.....	.....	.....
2	.....	.....	.....	.....
3	.....	.....	.....	.....
4	.....	.....	.....	.....
5	.....	.....	.....	.....

Date..... Signature of Tenderer.....

If a citizen, indicate under "Citizenship Details" whether by Birth, Naturalization or Registration

### **Tender Security Form**

Whereas *[name of Bidder]* (hereinafter called <the tenderer> has submitted its bid dated *[date of submission of bid]* for the provision of insurance services (hereinafter called <the tender>

KNOW ALL PEOPLE by these presents that WE *[name of bank]* of *[name of country]*, having our registered office at *[name of procuring entity]* (hereinafter called <the procuring entity> in the sum of *[state the amount]* for which payment well and truly to be made to the said procuring entity, the Bank binds itself, its successors, and assigns by these presents. Sealed with the Common Seal of the said Bank this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_\_

THE CONDITIONS of this obligation are:-

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

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

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

.....

[Authorized Signatories and official stamp of the Bank]

(Amend accordingly if provided by Insurance Company)

**SELF-DECLARATION FORM/ANTI-CORRUPTION DECLARATION**

We (insert the name of the company / supplier) ----- declares and guarantees that no offer, gift or payment, consideration or benefit of any kind, which constitutes an illegal or corrupt practice, has been or will be made to anyone by our organization or agent, either directly or indirectly, as an inducement or reward for the award or execution of this procurement.

In the event the above is contravened we accept that the following to apply —

- a) The person shall be disqualified from entering into a contract for the procurement; or
- b) If a contract has already been entered into with the person, the contract shall be voidable at the option of CRA.
- c) The voiding of a contract by the procuring entity under subsection(b) does not limit any other legal remedy That CRA may have.

Name .....Signature..... Date .....

Company Seal / Business Stamp

**ANTI-FRAUDULENT PRACTICE DECLARATION**

We (insert the name of the company / supplier) -----declares and guarantees that no person in our organization has or will be involved in a fraudulent practice in any procurement proceeding.

Name .....Signature..... Date  
.....

Company Seal / Business Stamp

**NON - DEBARMENT DECLARATION**

We (insert the name of the company / supplier) -----  
--declares and guarantees that no director or any person who has any controlling interest in our organization has been debarred from participating in a procurement proceeding.

Name .....Signature..... Date  
.....

Company Seal / Business Stamp

**LITIGATION AND ARBITRATION HISTORY FORM**

**Firms, including each of the partners of a joint venture, must provide information on any history of litigation or arbitration resulting from contracts executed in the last five years or currently under execution. A separate sheet should be used for each partner of a joint venture.**

Firms not involved in any litigation or arbitration proceedings must declare.

Name of Firm or Partner of a joint venture
--

.....

Year	Award FOR or AGAINST Firm	Name of client, cause of litigation and matter in	Disputed amount (current, value, Kshs.)

I certify that the above information is correct.

Name:

.....

.....

*Title*

.....

*Signature*

.....

*Date*

**PERFORMANCE SECURITY FORM**

[Name of procuring entity]

WHEREAS ..... [name of tenderer]

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

\_\_\_\_\_ [Reference number of the contract] dated \_\_\_\_\_ 20 \_\_

\_\_\_\_\_ to supply.....

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

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

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

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

[amount of the guarantee in words and figures<sup>1</sup>] and we undertake to pay you, upon your first written demand declaring the tenderer to be in default under the Contract and without cavil or argument, any sum of money within the limits of

.....[Amount of guarantee] as aforesaid, without needing to prove or to show grounds or reasons for your demand or the sum specified therein.

This guarantee is valid until the \_\_\_\_\_ day of \_\_\_\_\_ 20 \_\_

.....  
Signature and seal of the Guarantors

[Name of bank of financial institution]

[Address/]

[Date]

(Amend accordingly if provided by Insurance Company)

**CRA 1 – PROFESSIONAL QUALIFICATIONS**

Officer's Name	Position Held	Professional Qualifications (list)	Date of Qualification	Education Qualification – Highest Only e.g. University Degree (specify)	Relevant Experience

**Signature**.....

**Chief Executive Officer/ Principal**

.....

**Date**



## CRA 2 – CLIENT REFERENCE FORM

Name of Insurance Company .....

Name and address of Insured (Client).....

.....

.....

Insurance Policies handled

Class of Insurance	Period of Cover

Performance Evaluation

(The insured to indicate client rating by ticking the appropriate box)

How do you rate the performance of the                      Excellent    Good    Average    Poor  
Insurance Company as per their  
responsiveness to the following:

1. Claims Handling/Settlement on turnaround time, time taken to issue and replace medical cards, etc.
2. Underwriter responsiveness
3. General Customer Care



**Declaration**

**We Confirm that the above insurance company is currently engaged to handle our insurance policies and the total annual premium is Kshs. ....**

Name of Authorized Signatory .....

Title.....

Signature

Date.....

Official Stamp of the Insured

Telephone Contacts.....