

# KENYA CIVIL AVIATION AUTHORITY



**TENDER NUMBER: KCAA/019/2019-2020**

**PROVISION OF INSURANCE UNDERWRITING  
SERVICES FOR INPATIENT AND OUTPATIENT  
MEDICAL COVER FOR KCAA  
STAFF & DEPENDANTS**

**DATE OF NOTICE: TUESDAY 12<sup>TH</sup> NOVEMBER, 2019**

**CLOSING DATE: THURSDAY, 28<sup>TH</sup> NOVEMBER, 2019  
AT 11:00 A.M.**

**NOTE:-**

- *All bidders must note that KCAA communicates only in writing to all interested bidders during the entire tendering process.*
- *All requests for any clarifications in writing must be received on or before 20<sup>th</sup> November 2019.*

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## **INTRODUCTION**

**Kenya Civil Aviation Authority** hereinafter referred to as KCAA, intends to engage the services of competent Inpatient and Outpatient medical Insurance provider who will be expected to undertake the Provision of Insurance Underwriting Services in Respect to Inpatient and Outpatient Medical Cover

Bidders must possess the necessary professional and technical qualifications and competence, financial resources, equipment and other physical facilities, managerial capability, experience in the provision of insurance services, reputation, and the personnel to perform the contract. They should also have legal capacity to enter into the contract and that they have continuously fulfilled obligations to pay taxes and social Security contributions.

## **SECTION I - INVITATION FOR TENDERS**

**DATE OF NOTICE: TUESDAY 12<sup>TH</sup> NOVEMBER, 2019**

**TENDER REF. NO. KCAA/019/2019-2020**

**TENDER NAME: PROVISION OF INPATIENT AND OUTPATIENT MEDICAL INSURANCE UNDERWRITING SERVICES FOR KCAA STAFF AND DEPENDANTS:**

- 1.1** KCAA invites sealed bids from the interested eligible bidders for **Provision of Inpatient and Outpatient medical Insurance Underwriting Services for KCAA Staff and dependents.**
- 1.2** All requests for any clarifications must be received on or before **20<sup>th</sup> November 2019.**
- 1.3** Interested eligible bidders may obtain further information from and inspect the tender documents at KCAA Procurement Office on ground floor, Aviation House, Jomo Kenyatta International Airport during normal office working hours (8:00 am – 1:00pm, 2:00pm – 5:00pm). *Bidders may also view and download the bidding document from **KCAA website: [www.kcaa.or.ke](http://www.kcaa.or.ke) or [www.tenders.go.ke](http://www.tenders.go.ke)** and immediately forward their particulars to **[procurement@kcaa.or.ke](mailto:procurement@kcaa.or.ke)**, for records and for the purposes of receiving any further tender clarifications and/ or addendums.*
- 1.4** A complete set of tender documents may be obtained by interested Candidates upon Payment of a non-refundable fee of One thousand Kenya Shillings (Kshs.1,000.00) in cash or bankers cheque payable to Director General, Kenya Civil Aviation Authority. Bidders who download the tender document will not be required to pay.
- 1.5** Prices quoted should be net inclusive of all taxes and delivery costs, must be Expressed in Kenya shillings or easily convertible foreign currency and shall remain Valid for a period of 90 days from the closing date of the tender.
- 1.6** Completed tender documents are to be enclosed in plain sealed envelope marked with Tender reference number and be deposited in the Tender Box at **Ground Floor, Aviation House, Jomo Kenyatta International Airport** or be addressed to:-

**The Director General  
Kenya Civil Aviation Authority  
P.O. Box 30163 – 00100, Nairobi.**

So as to be received on or before **Thursday, 28<sup>TH</sup> November, 2019 at 11:00 A.M**

- 1.7** Tenders will be opened immediately thereafter in the presence of the bidders or their Representatives who choose to attend at **KCAA Auditorium on Ground Floor, Aviation House, Jomo Kenyatta International Airport.**

**Manager Procurement  
For: Director General**

## **SECTION II - INSTRUCTION TO BIDDERS**

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## **SECTION II - INSTRUCTIONS TO BIDDERS**

### **2.1. Eligible Bidders**

- 2.1.1 This Invitation for Tenders is open to all Bidders eligible as described in the Appendix to Instructions to Bidders. Successful Bidders 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 KCAA's employees, committee members, board members and their relatives (spouse and children) are not eligible to participate in the tender unless where specially allowed under section 131 of the Act.
- 2.1.3 Bidders shall provide the qualification information statement that the Bidder (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 KCAA 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 Bidders 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 Bidder shall bear all costs associated with the preparation and submission of its tender, and KCAA, 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 Ksh.1,000/=
- 2.2.3 KCAA shall allow the Bidder to review the tender document free of charge before purchase.

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

- 2.3.1 The tender documents comprise the documents listed below and addenda issued in accordance with clause 2.5 of these instructions to Bidders.
- (i) Instructions to Bidders
  - (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) FORM KCAA 1 – Professional Qualifications

2.3.2 The Bidder 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 Bidders 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 KCAA by post, fax or by email at KCAA's address indicated in the Invitation for tenders. KCAA 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 KCAA. Written copies of the KCAA's 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 KCAA shall reply to any clarifications sought by the Bidder within 3 days of receiving the request to enable the Bidder 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, KCAA, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, may modify the tender documents by issuing an addendum.

2.5.2 All prospective Bidders 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 Bidders reasonable time in which to take the amendment into account in preparing their tenders, KCAA, 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 Bidder, as well as all correspondence and documents relating to the tender exchanged by the Bidder and KCAA, shall be written in English language. Any printed literature furnished by the Bidder 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 Bidder 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 Bidder 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
  - (d) Declaration Form

## **2.8. Form of Tender**

- 2.8.1 The Bidder 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 Bidder 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 Bidder 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. Bidders Eligibility and Qualifications**

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

## **2.12. Tender Security**

- 2.12.1 The Bidder shall furnish, as part of its tender, a tender security for the amount and form specified in the Appendix to Instructions to Bidders.
- 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 KCAA against the risk of Bidder'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:-

Cash.

A bank guarantee.

Such insurance guarantee approved by the Authority.

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 KCAA as non-responsive**, pursuant to paragraph 2.20.5

2.12.6 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

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

2.12.8 The tender security may be forfeited:

- (a) if a Bidder withdraws its tender during the period of tender validity.
- (b) in the case of a successful Bidder, if the Bidder 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 Bidder rejects correction of an arithmetic error in the tender.

## **2.13. Validity of Tenders**

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

2.13.2 In exceptional circumstances, KCAA 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. The tender security provided under paragraph 2.12 shall also be suitably extended. A Bidder granting the request will not be required nor permitted to modify its tender.

## **2.14. Format and Signing of Tenders**

2.14.1 The Bidder 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 Bidder or a person or persons duly authorized to bind the Bidder to the contract. All pages of the tender, except for un-amended printed literature, shall be initialed 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 Bidder, in which case such corrections shall be initialed by the person or persons signing the tender.

## **2.15 Sealing and Marking of Tenders**

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

2.15.2 The inner and outer envelopes shall:

- (a) Be addressed to KCAA at the address given in the Invitation to Tender. Bear tender number and name in the invitation to tender and the words "**DO Not Open Before Thursday, 28<sup>th</sup> November, 2019 at 11:00 A.M.**" 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".

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

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

2.16.1 Tenders must be received by KCAA at the address specified not later than **THURSDAY, 28<sup>TH</sup> NOVEMBER, 2019 AT 11:00 A.M**

2.16.1 KCAA 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 KCAA 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 KCAA as provided for in the appendix.

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

2.17.1 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 KCAA prior to the deadline prescribed for submission of tenders.

2.17.2 The Bidder'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 Bidder's forfeiture of its tender security, pursuant to paragraph 2.12.7.

## **2.18. Opening of Tenders**

- 2.18.1 KCAA will open all tenders in the presence of Bidders' representatives who choose to attend on **Thursday, 28<sup>th</sup> November, 2019 AT 11:00 A.M at KCAA Auditorium on Ground Floor, Aviation House, Jomo Kenyatta International Airport.** and in the location specified in the invitation for tenders. The Bidders' 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 KCAA, at its discretion, may consider appropriate, will be announced at the opening.
- 2.18.3 KCAA will prepare minutes of the tender opening, which will be submitted to Bidders 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 KCAA 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.
- 2.19.2 Any effort by the Bidder to influence KCAA in its tender evaluation, tender comparison or contract award decisions may result in the rejection of the Bidders' tender.

## **2.20 Preliminary Examination and Responsiveness**

- 2.20.1 KCAA 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 KCAA 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 Bidder.
- 2.20.4 Prior to the detailed evaluation, pursuant to paragraph 2.20, KCAA 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. KCAA'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 KCAA and may not subsequently be made responsive by the Bidder by correction of the nonconformity.

## **2.21. Conversion to single currency**

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

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

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

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

((a) operational plan proposed in the tender;

(b) Deviations in payment schedule from that specified in the Special Conditions of Contract

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

- (a) Operational Plan
- (i) KCAA 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 KCAA's required delivery time will be treated as non-responsive and rejected.
- (b) Deviation in payment schedule
- (i) Bidders 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.

Bidders 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. KCAA may consider the alternative payment schedule offered by the selected Bidder.

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

### **2.23. Contacting KCAA**

2.23.1 Subject to paragraph 2.19 no Bidder shall contact KCAA 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 Bidder to influence KCAA in its decisions on tender evaluation, tender comparison, or contract award may result in the rejection of the Bidders' tender.

### **2.24 Post-qualification**

2.24.1 KCAA will verify and 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.

2.24.2 The determination will take into account the Bidder financial and technical capabilities. It will be based upon an examination of the documentary evidence of the Bidders qualifications submitted by the Bidder, pursuant to paragraph 2.11.2, as well as such other information as KCAA deems necessary and appropriate

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

### **2.25 Award Criteria**

2.25.1 Subject to paragraph 2.29 KCAA 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.

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

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

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

- 2.26.1 KCAA 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 KCAA's action. If KCAA determines that none of the tenders is responsive, KCAA shall notify each Bidder who submitted a tender.
- 2.26.2 KCAA shall give prompt notice of the termination to the Bidders and on request give its reasons for termination within 14 days of receiving the request from any Bidder.
- 2.26.3 A Bidder who gives false information in the tender document about its qualification or who refuses to enter into a contract after notification of contract award shall be considered for debarment from participating in future public procurement.

## **2.27 Notification of Award**

- 2.27.1 Prior to the expiration of the period of tender validity, KCAA will notify the successful Bidder 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 Bidder and KCAA pursuant to clause 2.9. Simultaneously the other Bidders shall be notified that their tenders were not successful.
- 2.27.3 Upon the successful Bidder's furnishing of the performance security pursuant to paragraph 2.29 KCAA will promptly notify each unsuccessful Bidder and will discharge its tender security, pursuant to paragraph 2.12

## **2.28 Signing of Contract**

- 2.28.1 At the same time as KCAA notifies the successful Bidder that its tender has been accepted, KCAA will simultaneously inform the other Bidders that their tenders have not been successful.
- 2.28.2 Within fourteen (14) days of receipt of the Contract Form, the successful Bidder shall sign and date the contract and return it to KCAA.
- 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 Bidder shall furnish the performance security in accordance with the Conditions of Contract, in a form acceptable to KCAA.
- 2.29.2 Failure by the successful Bidder 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 KCAA may make the award to the next lowest evaluated tender or call for new tenders.

### **2.30 Corrupt or Fraudulent Practices**

2.30.1 KCAA requires that Bidders observe the highest standard of ethics during the procurement process and execution of contracts. A Bidder shall sign a declaration that he has not and will not be involved in corrupt or fraudulent practices.

2.30.2 KCAA 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

2.30.3 Further a Bidder 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 Bidders

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

<b>Instruction to Tenderers</b>	<b>Particulars of Appendix to instructions to Bidders</b>
2.1.1	The tender is open to Registered service providers for Outpatient medical Insurance firms who have appropriate and valid accreditations.
2.12.1	<b>Tender security required is Kshs 2,500,000.00</b> in form of a bank guarantee or a banker's cheque from a reputable bank in Kenya or insurance from insurance agencies allowed by Public Procurement Regulatory Authority valid for 120 days from the date of closing date of the tender.
2.14.1	Bidders shall provide <b>1 ORIGINAL</b> copy of the tender document clearly <b>marked original</b> and <b>1</b> other copy marked <b>COPY</b> all placed in one envelope
2.16.1	<b>The closing date of the tender shall be Thursday, 28<sup>th</sup> November, 2019 AT 11:00 A.M</b>
2.16.3	Bulky tenders which will not fit in the tender box shall be received and recorded at the Procurement Manager's Office located at KCAA Headquarters, Aviation House, ground floor.
2.22	Evaluation of the tenders shall be done using the criteria set out in the tender document.
2.29	The successful bidder shall be expected to provide a performance security of 10% of the contract value.
2.30	<b>Anti-corruption Affidavit</b> All bidders <b>MUST</b> swear an affidavit to the effect they will not have offered or been requested to pay an inducement to a member of the Board, Management and/or Staff of KCAA to influence the outcome of the bid.
2.4	All requests for any clarifications in writing must be received on or before <b>20<sup>th</sup> November 2019</b> and forwarded to KCAA email: <a href="mailto:procurement@kcaa.or.ke">procurement@kcaa.or.ke</a>  <b>The response by KCAA will be send to all bidders who will have shown interest and submitted their details as indicated in the tender invitation.</b>



## EVALUATION CRITERIA

Kenya Civil Aviation Authority will consider the following four categories of criteria to evaluate the tenders and tenderers.

- (a) Mandatory tender requirements
- (b) Technical capability assessment including due diligence where applicable
- (c) Financial/Commercial Evaluation.
- (d) Due – diligence where necessary

Details for each of this criterion is as explained below.

### (a) CONFIRMATION ON COMPLIANCE WITH MANDATORY REQUIREMENTS

The submission of the following mandatory items will be required in the determination of the completeness of the bid and bidder's responsiveness. Bids that do not contain all the information required will be declared non responsive and shall not be evaluated further.

**Table 1: Mandatory requirements**

No.	Documents to be submitted
1.	<b>Ineligibility:</b> - Bidders and associated firms who have existing ongoing contracts with KCAA with claims that unsettled or delayed as per the terms of the contract or having none performing records or terminated contracts are not eligible to participate.
2.	Duly filled, signed and stamped form of tender and price schedule.
3.	Duly filled confidential questionnaire ( <b>Indicate all the directors and respective shares</b> )
4.	Copy of certificate of Incorporation.
5.	Provide copy of the company Business permit issued by the County Government where the business entity is located.
6.	Attach copy of CR12 certificate
7.	Must be registered by the Insurance Regulatory Authority (IRA). <b>Attach valid copy of perpetual certificate.</b>
8.	Must be a member of Association of Kenya Insurers (AKI). <b>Attach valid copy of certificate.</b>
9.	Must not be under administration or facing liquidation proceedings. (attach proof/evidence statement)
10.	Must be Re-Insured with a reputable reinsurance firm (attach evidence)
11.	Attach Audited financial statements for the last three years. (2016, 2017 and 2018)
12.	The firm must have relevant experience of at least five (5) years in provision of medical insurance services.
13.	Must have handled at least <b>five (5) corporate clients</b> in the last 3 years for medical cover of similar or larger magnitude and complexity as Kenya Civil Aviation Authority and whose total combined annual premium is not less than Ksh.1 billion and each contract being of at least <b>Kshs. 150 million</b> each. ( <b>Attach copies of certified contracts, notification of award and corresponding recommendation letters from the respective stated clients</b> ).
14.	Current Tax Compliance Certificate from the Kenya Revenue Authority.
15.	<b>1 Original &amp; 1</b> copy of the bid documents and all <b>MUST be paginated/serialized</b>
16.	Tender security of <b>Kshs. 2,500,000.00</b> valid for 120 days.
17.	Correctly filled and signed sworn Anti-corruption Affidavit by the Commissioner of oaths.

<b>No.</b>	<b>Documents to be submitted</b>
18.	Must provide proof of having done an average annual gross written premium on medical line of business of <b>Kshs. 2 billion</b> in the last three years (Reference will be Proof from the current IRA report for Medical line of business as evidence or duly audited accounts).
19.	Must show evidence of having an average net paid medical claims of not less than 1 Billion in the last three (3) 2018, 2017, 2016.
20.	Must have paid up capital of at least <b>Kshs. 400 Million</b> (Provide evidence).
21.	Must provide a list of hospitals to cover all the KCAA stations countrywide.
22.	Submit a statement in the bidder's letter head that the company is not insolvent, in receivership, bankrupt or in the process of being wound up.
23.	Submit a statement in the bidder's letter head indicating that the person or his or her sub-contractor, if any is not debarred from participating in procurement proceedings
24.	Submit a statement in the bidder's letter head indicating that the person participating in procurement proceedings has not been convicted of corrupt or fraudulent practices

**(b) Technical evaluation criteria will be as follows:**

Bidders who will be responsive under the mandatory evaluation criteria shall be evaluated as per the Technical Evaluation Criteria set out in table 2 below. ***Bidders will be required to score at least 80% to qualify for further evaluation under the Commercial/Financial Evaluation Criteria.***

**Table 2: Technical evaluation criteria**

CRITERIA	METHOD OF EVALUATION	MAXIMUM POINTS												
<p><b>Experience:</b> Firm's experience in providing similar services</p>	<p>Provide a list of at least five (5) corporate medical schemes served within the last five years with a staff population of not less than 500 (five hundred) or tender sum each worth Ksh. 150 million medical premiums and above for each contract. <b>Bidders MUST attach ALL documentary proof as follows:</b></p> <ul style="list-style-type: none"> <li>i). Five (5) letters of award and corresponding certified contracts (10 points)</li> <li>ii). Five (5) recommendation letters from the firms above which should indicate cover period and size of employee population covered, telephone and email contacts for the officer in charge of the scheme. (10 points)</li> <li>iii). Proof of at least two Public entity medical clients from the five who have retained the provider for at least 2 years (5 points).</li> </ul>	25												
<p><b>Key Personnel:</b> Professional qualifications and experience to establish capacity to deliver the services (Provide details for principal officer and at least three other senior officers in the prescribed format, FORM KCAA 1 attached) • Also provide CVs, and copies of academic and professional certificates for the staff</p>	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 20%; vertical-align: top;">Principal Officer (Attach CV)</td> <td style="vertical-align: top;">ACII/AIIC – 1 points Relevant degree – 1 points Postgraduate degree/PHD – 1 points</td> </tr> <tr> <td style="text-align: center;"><b>Maximum Score = 6</b></td> <td style="vertical-align: top;">Relevant experience – 3 points for over 10 years relevant experience and the rest prorated</td> </tr> <tr> <td style="vertical-align: top;">Head of medical department</td> <td style="vertical-align: top;">University degree in medicine/Pharmacy - 2 points. Over 5 years in medical insurance practice – 2 points (The other years prorated)</td> </tr> <tr> <td style="text-align: center;"><b>Maximum Score = 4</b></td> <td></td> </tr> <tr> <td style="vertical-align: top;">Two other technical personnel</td> <td style="vertical-align: top;">ACII/AIIC – 1 Relevant degree/Postgraduate degree – 1 Relevant experience – 2 points for over 5 years relevant experience and the rest prorated</td> </tr> <tr> <td style="text-align: center;"><b>(Maximum Score for each =4 and for the two 8)</b></td> <td></td> </tr> </table>	Principal Officer (Attach CV)	ACII/AIIC – 1 points Relevant degree – 1 points Postgraduate degree/PHD – 1 points	<b>Maximum Score = 6</b>	Relevant experience – 3 points for over 10 years relevant experience and the rest prorated	Head of medical department	University degree in medicine/Pharmacy - 2 points. Over 5 years in medical insurance practice – 2 points (The other years prorated)	<b>Maximum Score = 4</b>		Two other technical personnel	ACII/AIIC – 1 Relevant degree/Postgraduate degree – 1 Relevant experience – 2 points for over 5 years relevant experience and the rest prorated	<b>(Maximum Score for each =4 and for the two 8)</b>		18
Principal Officer (Attach CV)	ACII/AIIC – 1 points Relevant degree – 1 points Postgraduate degree/PHD – 1 points													
<b>Maximum Score = 6</b>	Relevant experience – 3 points for over 10 years relevant experience and the rest prorated													
Head of medical department	University degree in medicine/Pharmacy - 2 points. Over 5 years in medical insurance practice – 2 points (The other years prorated)													
<b>Maximum Score = 4</b>														
Two other technical personnel	ACII/AIIC – 1 Relevant degree/Postgraduate degree – 1 Relevant experience – 2 points for over 5 years relevant experience and the rest prorated													
<b>(Maximum Score for each =4 and for the two 8)</b>														
<p>Terms and conditions in provision of the service</p>	<p>Bidders must clearly State how they will meet each requirement as per the terms of reference provided. Exclusions - Any medical cover exclusions, <b>MUST</b> be clearly stated giving specific details of each excluded condition. Alternative offers are not acceptable. Bids will be evaluated as follows:-</p> <ul style="list-style-type: none"> <li>• In-patient as per terms of reference – 12 points</li> <li>• Insured out-patient as per terms of reference – 10 points</li> </ul> <p>(To be prorated based on compliance by respective bidders for each of the requirement)</p>	22												
<p><b>Value of Risk covered by re-insurer</b></p>	<p>State Value of Risk covered</p>	2												

<b>CRITERIA</b>	<b>METHOD OF EVALUATION</b>	<b>MAXIMUM POINTS</b>
<b>Financial Resources</b>	Financial Ratios to be Evaluated based on information in the current audited accounts provided: <ul style="list-style-type: none"> <li>▪ Cash and Cash Equivalent : Total Assets (1point)</li> <li>▪ Current Assets : Current Liabilities (1point)</li> <li>▪ Working Capital (1point)</li> </ul>	3
	Profit Trend for past three years: (positive posting 1 point) <ul style="list-style-type: none"> <li>• 2018</li> <li>• 2017</li> <li>• 2016</li> </ul>	3
	Average Medical claims settlement trends based on the three years audited accounts <p>Below 1B----- Zero  Between 1.0B- 1.5B----- 5 points  Between 1.5B – 2.0 Billion----- 7 Points  Over 2 Billion----- 10 points</p>	10
	<b>Annual premiums Trend for past three years:</b> (1 point for each positive trend). <ul style="list-style-type: none"> <li>▪ 2016</li> <li>▪ 2017</li> <li>▪ 2018</li> </ul>	3
<b>Miscellaneous information:</b>	Provide any other additional information relevant to the provision of the Medical Insurance cover Services.	2
<b>Hospitals and Provider/Branch Networks.</b>	<ul style="list-style-type: none"> <li>• Hospital/provider in all major towns/Counties in Kenya - 2 Points</li> <li>• International/overseas presence – 2 points</li> <li>• Application of Bio metric Smart cards for members identification—2 points</li> <li>• At least four recommendation letters from major hospitals - 4 points.</li> </ul>	10
<b>Work plan from the point of award contract to access of services</b>	The bidders are expected to enumerate inherent controls and specify the type of identification required to access services.	2
<b>MAXIMUM SCORE</b>		<b>100%</b>

**(c) Financial/Commercial Evaluation.**

The winning bidder will be the lowest evaluated bidder among those who will have passed the mandatory and technical evaluation as outlined in (a & b) above except where the bidder has not satisfied all other requirements stated in the bid document.

**(d) Due – diligence/Post-qualification**

The Authority may conduct a due diligence on the lowest evaluated bidder to verify information provided. If a bidder fails under due – diligence the bidder will not be considered further and the next lowest evaluated bidder will be considered for further evaluation.

**SECTION III - GENERAL CONDITIONS OF CONTRACT**

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

### **3.1. Definitions**

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

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

### **3.2. Application**

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

### **3.3. Standards**

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

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

3.4.1 The Contractor shall not, without KCAA'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 KCAA in connection therewith, to any person other than a person employed by the contractor in the performance of the Contract.

3.4.2 The Contractor shall not, without KCAA'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 KCAA and shall be returned (all copies) to KCAA on completion of the contract's or performance under the Contract if so required by KCAA.

### **3.5. Patent Rights**

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

### **3.6 Performance Security**

3.6.1 Within twenty eight (28) days of receipt of the notification of Contract award, the successful Bidder shall furnish to KCAA the performance security where applicable in the amount specified in SCC

3.6.2 The proceeds of the performance security shall be payable to KCAA as compensation for any loss resulting from the Bidder'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 KCAA and shall be in the form of:

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

3.6.4 The performance security will be discharged by KCAA and returned to the Candidate not later than thirty (30) days following the date of completion of the Contractor's performance of obligations under the Contract, including any warranty obligations, under the Contract.

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

3.7.1 Delivery of the services shall be made by the Bidder in accordance with the terms specified by KCAA in the schedule of requirements and the special conditions of contract.

### **3.8. Payment**

3.81. The method and conditions of payment to be made to the Bidder under this Contract shall be specified in SCC

3.82. Payment shall be made promptly by KCAA as specified in the contract.

### **3.9. Prices**

3.9.1 Prices charged by the contractor for Services performed under the Contract shall not; with the exception of any price adjustments authorized in SCC vary from the prices quoted by the Bidder in its tender.

### **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 KCAA's prior written consent.

### **3.11. Termination for Default**

3.11.1 KCAA 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 KCAA.
- (b) If the Contractor fails to perform any other obligation(s) under the Contract
- (c) If the Contract in the judgment of KCAA has engaged in corrupt or fraudulent practices in competing for or in executing the contract

3.11.2 In the event KCAA 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 KCAA for any excess costs for such similar services. However the contractor shall continue performance of the contract to extent not terminated.

### **3.12. Termination for Insolvency**

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

### **3.13. Termination for Convenience**

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

3.13.2 For the remaining part of the contract after termination KCAA 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 KCAA 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**

### **Duties of the Underwriter**

The Scheme shall deal with:

- a) Admission to hospital;
- b) Treatment while in hospital;
- c) Discharge from hospital and the cost of treatment thereof

**NB:** - While it is appreciated that the medical scheme would have inherent controls and procedures, the Authority expects that the selected provider(s) will ensure that any controls and procedures are not unnecessarily bureaucratic and cumbersome.

- The bidders will therefore be expected to enumerate inherent controls and specify the type of identification required to access services.

### **4.0 Special Conditions of Contract as relates to the General Conditions of Contract are tabulated below:-**

<b>Reference of general conditions of contract</b>	<b>Special condition of contract</b>
3.7 Delivery of Services	The insurance provider shall be required to confirm cover before the commencement date of contract. The policy document shall be prepared and delivered within 7 days from the cover commencement date.
3.8 Payment	Payment of premium shall be made by KCAA once a duly signed contract by both parties is completed
3.16 Applicable law	Prevailing Laws of Kenya
3.18 Notices	Kenya Civil Aviation Authority P. O. Box 30163 - 00100 Nairobi

## **SECTION V: DESCRIPTION OF SERVICES**

### **TERMS OF REFERENCE/ SCOPE OF SERVICES FOR KENYA CIVIL AVIATION AUTHORITY (KCAA) STAFF OUT PATIENT AND IN PATIENT MEDICAL SCHEME**

#### **(i) OUTPATIENT MEDICAL COVER**

Provider to offer a comprehensive outpatient medical cover to KCAA staff and their dependents including but not limited to consultations, diagnosis, laboratory tests, x-rays, medication and surgical procedures. Specifically, the provider will be expected to offer the following medical services under the scheme;

#### **Benefits**

- i). General practitioner services
- ii). Specialized medical services
- iii). Diagnostic laboratory and Radiology services.
- iv). Prescribed physiotherapy service
- v). Prescribed drugs and dressings
- vi). Pre-natal and post-natal maternity services
- vii). Post hospitalization medical expenses
- viii). Ambulance rescue/evacuation (both road and air)
- ix). Preventive care including immunizations for members and dependents including travel vaccines ,private vaccinations , KEPI, baby friendly
- x). Annual pap smear and breast checks for female members and dependents
- xi). Annual prostate checks for male members and dependents
- xii). Counselling services, Psychologist and Psychiatric treatment including and not limited to Electro-convulsive therapy
- xiii). Management of pre-existing, chronic and HIV/AIDS conditions
- xiv). Management of congenital conditions including pre-term babies
- xv). Medical checkups
- xvi). Blood transfusion
- xvii). Male circumcision
- xviii). Specialist opinion on referral basis
- xix). Health Education (wellness programs)
- xx). Gynecological treatment and Family planning
- xxi). Occupational therapy
- xxii). Outpatient emergency ambulance services
- xxiii). Scheduled drugs, dressings and other medical or surgical materials purchased on the prescription of an approved medical practitioner and from an approved chemist or pharmacist.
- xxiv). Dental treatment
- xxv). Optical treatment including frames lenses supply or fitting provided it does not exceed Ksh. 40,000 per year
- xxvi). Alcohol and substance abuse including rehabilitation and treatment.
- xxvii). Injuries as a result of terrorism and riots.

xxviii). Nutritional services and advice includes a consultation by a nutritionist

## **(ii) IN PATIENT MEDICAL COVER**

Kenya Civil Aviation Authority intends to procure an inpatient medical cover for its entire staff and their dependents. This Scheme caters for illnesses requiring hospitalization and is established to ensure that the beneficiaries receive quality health services.

The Scheme shall deal with:

- a) Admission to hospital;
- b) Treatment while in hospital;
- c) Discharge from hospital and the cost of treatment thereof

While it is appreciated that the medical scheme would have inherent controls and procedures, the Authority expects the selected provider(s) will ensure that any controls and procedures are not unnecessarily bureaucratic and cumbersome. The bidders will therefore be expected to enumerate inherent controls and specify the type of identification required to access services.

The policy will indemnify any loss in medical expenses incurred by the insured in the course of seeking medical attention.

## SCHEME SPECIFICATIONS

<b>Period of cover</b>	2 years from commencement of the Contract. The cover runs for one year and the 2nd year will be renewable subject to satisfactory performance in the year preceding and applicable Procurement law/Regulations in force
<b>Renewal of Cover</b>	At the discretion of the Authority subject to satisfactory performance by the service provider in the first year (Year preceding)
<b>Time of cover</b>	365 days
<b>No of employees</b>	777 Employees No. of Spouse – 1 Spouse per employee (currently 567) No. of Children - 4 per employee (currently 1,391)
<b>Scope of Cover</b>	Cover to employees and their dependents as provided by the Authority.
<b>Maximum in patient annual cover per family</b>	
KCAA Scale 1 – 5 KCAA Scale 6 – 14 Temporary Staff and Trainees	Kshs 2.5 M Kshs 2.0 M Kshs 1.0 M
<b>Maternity</b>	Kshs 300,000.00 for maternity which includes <ul style="list-style-type: none"> <li>• All births and premature delivery</li> <li>• Caesarean procedure</li> </ul>
<b>Congenital conditions</b>	Kshs 350,000.00
<b>Emergency cover/Excess of loss</b>	Kshs160,000.00
<b>Maximum outpatient cover per family</b>	
KCAA Scale 1 - 14	Kshs 190,000.00
Temporary Staff and Trainees	Kshs 100,000.00
<b>Outpatient Optical</b>	
KCAA Scale 1 – 5 KCAA Scale 6 – 14 Temporary Staff and Trainees	Kshs. 40,000.00 Kshs. 40,000.00 Kshs. 20,000.00
<b>Outpatient Dental Treatment</b>	
KCAA Scale 1 – 5 KCAA Scale 6 – 14 Temporary Staff and Trainees	Kshs. 60,000.00 Kshs. 60,000.00 Kshs. 20,000.00

<b>Baby friendly vaccines</b>		
KCAA Scale 1 – 5	Kshs. 40,000.00	
KCAA Scale 6 – 14	Kshs. 40,000.00	
Temporary Staff and Trainees	Kshs. 20,000.00	
<b>Last Expense</b>	Kshs 100,000.00 per member	
<b>Medical check up</b>	Kshs 20,000.00	
<b>Eligibility Age</b>	Children and all births including premature delivery	From birth upto 22 years; (23 – 25 years subject to proof of continuing studies, disability and unmarried)
	Employee and Spouse	No age limit, as long as the principal beneficiary is in the service of the Authority
	<i>Abinitio</i> Trainees and Temporary Staff	Single Cover (Self Only)
<b>Waiting Period</b>	Existing Members	None
	New employees and dependents	None
<b>Cover outside Kenya</b>	On annual leave/holiday	Six Weeks
	On Official work	Six weeks

The service provider is expected to have an extensive and reputable network of Hospitals, Clinics, pharmacies and Laboratories within reach of the Authority’s staff and their dependants.

The inpatient medical scheme will encompass the following benefits:

1. Hospitalization (admission in NHIF accredited hospitals) including full diagnosis and treatment, discharge from hospital and the cost of treatment.
2. Accommodation and meals for care taker, parent/guardian accompanying a child below 7 years
3. Non accidental dental and non accidental optical cover
4. Specialist fee including surgeons, anaesthetics, psychiatrists etc
5. Laboratory investigations, X-rays, ultra sound, ECG, MRI Scans, computerized tomography, pathology;
6. Prescribed drugs, dressings, surgical appliances and nursing procedures
7. Operating theatre fee
8. Intensive Care Unit (ICU), High Dependency Unit (HDU)
9. Radiotherapy, Chemotherapy, physiotherapy
10. Gynaecological treatment
11. Day care Surgery
12. Accident hospitalization

13. Rescue and evacuation in case of emergency
14. Treatment overseas if not locally available where advised by medical practitioner
15. Chronic recurrent conditions
16. Worldwide cover
17. HIV/AIDS related conditions and prescribed ARV's
18. Post hospitalization visits/follow ups within 6 weeks after discharge or upto Kshs 80,000.00 whichever comes first
19. Psychiatric cases are covered upto 20 % of the inpatient limit to minimum sub-limit of Kshs150,000.00 per family per annum
20. In patient non accidental optical and dental illness to a minimum sub –limit of Kshs 150,000.00
21. Any additional benefit(s) should be specified by the bidder

### **Exclusions**

1. Weight management treatment and drugs;
2. Cosmetic treatment
3. Self referred or self-prescribed treatment;
4. Alternative (acupuncture, chiropractor, homeopathy etc) and herbal medicine
5. Experimental treatment
6. Participating in extreme sports

NB Any medical cover exclusions, where applicable MUST be clearly stated giving specific details of each excluded condition.

### **Network Coverage**

The tenderer will be required to provide:

- (i) Full details of towns where the medical provider, insurance company is represented.
- (ii) The appointed hospitals, clinics and doctors all over the country that can be accessed by KCAA employees and their dependants
- (iii) Full details of the medical cover outside Kenya and all exclusions that are applicable

## **KCAA STAFF COVER OUT OF THE COUNTRY**

The Authority's Staff frequently travel out of the Country on official duties. The provider will be expected to give details of the cover management in relation to:

1. How the service provider intends to address the following issues/procedures
  - a) Admission of members into the cover while outside the country.
  - b) Admission of members with pre-existing conditions into the cover
  - c) Procedure to be followed for overseas cover
  - d) Procedure to be followed to procure last expense (if any in the package)

### **Claims settlement**

The tenderers should give details of claims settlement turnaround time. Note that the time indicated will be used in the evaluation of bids.

## **COVER MANAGEMENT**

- (i) Each employee and their dependants will be issued with a membership card for identification by the insurance company
- (ii) Services will be offered on presentation of the employee's membership card;
- (iii) All staff members are contributors of NHIF and will be required to produce their NHIF cards prior to discharge for purposes of NHIF rebate computation;
- (iv) All bills will be sent directly to the service provider for payment;
- (v) Patients will not be required to pay cash for treatment. In case of cash payments to hospitals which are not in the contractor's panel, patients will be reimbursed by the Service Provider.



## **SECTION VI - STANDARD FORMS**

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

1. **Form of Tender** - The form of Tender must be completed by the Bidder and submitted with the tender documents. It must also be duly signed by duly authorized representatives of the Bidder.
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 Bidder 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 Bidder and submitted with the tender documents.
5. **Tender Security Form** - When required by the tender document the Bidder shall provide the tender security either in the form included hereinafter or in another format acceptable to KCAA.

## PRICE SCHEDULE

NAME OF TENDERER: .....

**TITLE OF TENDER: PROVISION OF INSURANCE UNDERWRITING SERVICES FOR KCAA STAFF AND DEPENDENTS INPATIENT AND OUTPATIENT MEDICAL COVER.**

**TENDER NUMBER: KCAA/019/2019-2020**

ITEM NO.	DESCRIPTION OF INPATIENT AND OUPATIENT MEDICAL INSURANCE COVER	YEAR 1: FROM (1st JANUARY 2020 – 31ST DECEMBER, 2020) TOTAL PREMIUM FOR FIRST YEAR (KSHS.)	YEAR 2: FROM (1st JANUARY, 2021 – 31ST DECEMBER, 2021) TOTAL PREMIUM FOR SECOND YEAR (KSHS.)	TOTAL COST FOR TWO YEARS IN KSHS
1.	Provision of insurance underwriting services for KCAA staff and dependents <b>inpatient</b> medical cover			
2.	Provision of insurance underwriting services for KCAA staff and dependents <b>outpatient</b> medical cover			
<b>GRAND TOTAL PREMIUM FOR THE TWO (2) YEARS FOR BOTH INPATIENT &amp; OUTPATIENT MEDICAL COVER TO BE TRANSFERRED TO THE FORM OF TENDER IN KENYA SHILLINGS</b>				

**PLEASE NOTE AND COMPLY WITH THE FOLLOWING:**

- i. All prices to be inclusive of all applicable taxes and fees.*
- ii. In case of discrepancy between unit price and total, the unit price shall prevail.*
- iii. Contract period is for two years (2) from date of award and contract signing. The second year will be subject to annual review on satisfactory performance in the first year.*
- iv. The premium rate for the successful bidder shall be applied on a prorated basis in case of changes in the number of staff and or dependents during the contract period.*
- v. Ensure there is no arithmetical errors in your financial proposal*

**Name of tenderer’s representative authorized to sign:**

\_\_\_\_\_

**Name**

\_\_\_\_\_

**Signature & date**

**Official Rubber stamp**

# FORM OF TENDER

**Tender No. KCAA/019/2019-2020**

**To: Kenya Civil Aviation Authority  
P. O. Box 30163 – 00100  
Nairobi**

**Date.....**

**Gentlemen and/or Ladies:**

1. Having examined the tender documents including Addenda Nos..... *[insert numbers]* of which is hereby duly acknowledged, we the undersigned, offer to provide ***Inpatient and Outpatient Insurance Underwriting Services for KCAA Staff and dependents Medical Cover for two (2) years*** 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 attached herewith and made part of this Tender.
2. We undertake, if our Tender is accepted, to provide the services in accordance with the services schedule specified in the Schedule of Requirements.
3. If our Tender is accepted, we will obtain the tender guarantee in a sum equivalent to \_\_\_\_\_ percent of the Contract Price for the due performance of the Contract, in the form prescribed by (Procuring entity).
4. 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.
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.

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 2019

*[signature]*

*[In the capacity of]*

Duly authorized to sign tender for and on behalf of

---

## CONFIDENTIAL BUSINESS QUESTIONNAIRE

You are requested to give the particulars indicated in Part 1 and either Part 2 (a), 2(b) or 2(c) whichever applied to your type of business.

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

<p><b>Part 1 General</b></p> <p>Business Name .....</p> <p>Location of Business Premises .....</p> <p>Plot No, .....Street/Road.....</p> <p>Postal address .....Tel No. ....Fax Email .....</p> <p>Nature of Business .....</p> <p>Registration Certificate No. ....</p> <p>Maximum value of business which you can handle at any one time – Kshs. ....</p> <p>Name of your bankers .....</p> <p>Branch .....</p> <p>If a citizen, indicate under “Citizenship Details” whether by Birth, Naturalization or Registration</p>
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	<b>Part 2 (a) – Sole Proprietor</b>																									
	Your name in full.....Age..... Nationality.....Country of Origin..... Citizenship details																									
	<b>Part 2 (b) – Partnership</b>																									
	Given details of partners as follows <table style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 5%;"></th> <th style="width: 30%;">Name</th> <th style="width: 30%;">Nationality</th> <th style="width: 20%;">Citizenship details</th> <th style="width: 15%;">Shares</th> </tr> </thead> <tbody> <tr> <td>1.</td> <td>.....</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> <tr> <td>2.</td> <td>.....</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> <tr> <td>3.</td> <td>.....</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> <tr> <td>4.</td> <td>.....</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> </tbody> </table>		Name	Nationality	Citizenship details	Shares	1.	.....	.....	.....	.....	2.	.....	.....	.....	.....	3.	.....	.....	.....	.....	4.	.....	.....	.....	.....
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4.	.....	.....	.....	.....																						
	<b>Part 2 (c) – Registered Company</b>																									
	Private or Public: ..... State the nominal and issued capital of company Nominal Kshs.. ..... Issued Kshs..... Given details of all directors as follows <table style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 5%;"></th> <th style="width: 30%;">Name</th> <th style="width: 30%;">Nationality</th> <th style="width: 20%;">Citizenship details</th> <th style="width: 15%;">Shares</th> </tr> </thead> <tbody> <tr> <td>1.</td> <td>.....</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> <tr> <td>2.</td> <td>.....</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> <tr> <td>3.</td> <td>.....</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> <tr> <td>4.</td> <td>.....</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> </tbody> </table>		Name	Nationality	Citizenship details	Shares	1.	.....	.....	.....	.....	2.	.....	.....	.....	.....	3.	.....	.....	.....	.....	4.	.....	.....	.....	.....
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	Date.....Signature of Candidate.....																									

## **TENDER SECURITY FORM**

Whereas [*name of Bidder*] (hereinafter called <the Bidder> 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 KCAA*] (hereinafter called <KCAA> in the sum of [*state the amount*] for which payment well and truly to be made to the said KCAA, 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 Bidder withdraws its tender during the period of tender validity specified by KCAA on the Form; or
2. If the tender, having been notified of the acceptance of its tender by KCAA 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 KCAA up to the above amount upon receipt of its first written demand, without KCAA having to substantiate its demand, provided that in its demand KCAA 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]

**KCAA 1 – PROFESSIONAL QUALIFICATIONS**

Officer's Name	Position Held	Professional Qualifications (list)	Date of Qualification	Educational Qualification – Highest only e.g., University degree (Specify)

**Signature** \_\_\_\_\_

\_\_\_\_\_

**Chief Executive Officer/Principal Office**

**Date**

**REPUBLIC OF KENYA**

**IN THE MATTER OF OATHS AND STATUTORY DECLARATION ACT**

**CHAPTER 15 LAWS OF KENYA**

**AND**

**IN THE MATTER OF**

**THE PUBLIC PROCUREMENT AND ASSET DISPOSAL ACT, 2015**

I, ..... holder of Identity card  
no.....and care of P. O. Box ..... and  
being a resident of ..... in the Republic of Kenya do hereby make oath and  
state as follows: -

1. **THAT** I am the Chief Executive/Managing Director/Principal Officer /Director of ..... (name of the Candidate) which is a Candidate in respect of Tender Number ..... to supply goods, render services and/or carry out works for Kenya Civil Aviation Authority and duly authorized and competent to make this Affidavit.
2. **THAT** the aforesaid Candidate has not been requested to pay any inducement to any member of the Board, Management, Staff and/or employees and/or agents of Kenya Civil Aviation Authority, which is the procuring entity.
3. **THAT** the aforesaid Candidate, its servants and/or agents have not offered any inducement to any member of the Board, Management, Staff and/or employees and/or agents of Kenya Civil Aviation Authority.
4. **THAT** the aforesaid candidate has not committed any offence under the Laws of Kenya or the Procurement Laws or been debarred from participating in any tenders by virtue of non-performance/poor-performance or any other legal reason and is not undergoing any adverse disciplinary action/claim before the Public Procurement and Disposal Authority.
5. **THAT** the aforesaid candidate, its directors and shareholders have not been convicted of corrupt or fraudulent practices in any court of competent jurisdiction within the Republic of Kenya.

6. **THAT** the aforesaid candidate has not defaulted in his/her/their/its tax obligations per the tax laws of the Republic of Kenya.
7. **THAT** the aforesaid candidate has not been in breach of the employment laws of the Republic of Kenya.
8. **THAT** what is deponed to hereinabove is true to the best of my knowledge information and belief.

*SWORN at ..... by the said* }

..... }

Name of Chief Executive/Managing Director/ }

Principal Officer/Director }

on this ..... day of ..... 2019 }

}

}

}

}

Before me

Commissioner for Oaths

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DEPONENT