



**AIRPORTS SAVINGS AND CREDIT
CO-OPERATIVE SOCIETY LTD**

Your Growth, Our Strength

**TENDER FOR THE PROVISION OF MEDICAL INSURANCE COVER SERVICES FOR
AIRPORTS SACCO SOCIETY LTD EMPLOYEES AND DEPENDENTS**

TENDER NO. ASSL/001/OTMC/2024-2026

AIRPORTS SACCO SOCIETY LIMITED

P.O. BOX 19048-00501

NAIROBI.

TENDER NAME: TENDER FOR PROVISION OF MEDICAL COVER SERVICES

AIRPORTS SACCO society limited invite sealed tenders from eligible under writers for medical insurance providers for the **tender for provision of medical cover services** for Airports Sacco **society employees and their dependents** for a period of three (3) years renewable after the initial year subject to performance. The cover commences **on 1st January 2024 to 31st December 2026.**

Completed tender documents shall be enclosed in one plain sealed envelope and clearly marked with the tender number. Tender name should be addressed to:

**Chief Executive Officer
Airports Sacco Society Ltd
P.O. Box 19048 - 00501
Contact: 020 - 7903119**

AND be deposited in the Tender box located at Sacco Office premises which are within Kenya Airports Authority Headquarter so as to be received on or before **8th December, 2023 at 12.00 Noon.** Tenders will be opened immediately thereafter in the presence of the candidate's Representatives who choose to attend.

AIRPORTS SACCO society limited reserves the right to accept or reject any application in whole or in part.

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SECTION II - INSTRUCTIONS 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 The procuring entity'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 33 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 Procuring entity to provide consulting services for the preparation of the design, specifications, and other documents to be used for the procurement of the services under this Invitation for tenders.

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

2.2 Cost of Tendering

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

2.2.2 The tender document shall not be charged any fees

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 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 Schedule Form
- (viii) Contract Form
- (ix) Confidential Business Questionnaire Form
- (xi) Letter of Notification of Award
- (xii) Request for Review Form

2.3.2 The Tenderer is expected to examine all instructions, forms, terms and specification in the tender documents. Failure to furnish all information required by the tender documents or to submit a tender not substantially responsive to the tender documents in every respect will be at the tenderers risk and may result in the rejection of its tender.

2.4 Clarification of Tender Documents

2.4.1 A Candidate making inquiries of the tender documents may notify the Procuring entity by post, or by email at the procuring entity's address indicated in the Invitation for tenders. The Procuring entity will respond in writing to any request for clarification of the tender documents, which it receives not later than seven (7) days prior to the deadline for the submission of the tenders, prescribed by the procuring entity. Written copies of the Procuring entities response (including an explanation of the query but without identifying the source of inquiry) will be sent to all candidates who have received the tender documents.

2.4.2 The procuring entity shall reply to any clarifications sought by the tenderer 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 Procuring entity, for any reason, whether at its own initiative or in response to a clarification requested by a prospective tenderer, may modify the tender documents by issuing an addendum.

2.5.2 All prospective tenderers who have obtained the tender documents will be notified of the amendment by post, fax or email and such amendment will be binding on them.

2.5.3 In order to allow prospective tenderers reasonable time in which to take the amendment into account in preparing their tenders, the Procuring entity, at its discretion, may extend the

deadline for the submission of tenders.

2.6 Language of Tenders

2.6.1 The tender prepared by the tenderer, as well as all correspondence and documents relating to the tender exchanged by the tenderer and the Procuring entity, shall be written in English language. Any printed literature furnished by the tenderer may be written in another language provided they are accompanied by an accurate English translation of the relevant passages in which case, for purposes of interpretation of the tender, the English translation shall govern.

2.7. Documents Comprising the Tender

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

(a) A 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 that the tenderer is eligible to tender and is qualified to perform the contract if its tender is accepted;

(c) 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.

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 Procuring entity's satisfaction that the tenderer has the financial and technical capability necessary to perform the contract.

2.12. Validity of Tenders

2.12.1 Tenders shall remain valid for 90 days after date of tender opening.

A tender valid for a shorter period shall be rejected by the Procuring entity as non-responsive.

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

2.13. Format and Signing of Tenders

2.13.1 The tenderer shall prepare a tender document, and submit it to the SACCO office

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

2.14 Sealing and Marking of Tenders

2.14.1 The tenderer shall seal the tender documents, duly marking the envelope as **“tender for provision of medical cover Services**

2.14.2 The envelope shall:

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

(b) Bear tender number and name in the invitation to tender

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

2.15. Deadline for Submission of Tenders

2.15.1 Tenders must be received by the Procuring entity at the address specified under paragraph 2.14.2 not later than **8th December, 2023 at 12 Noon.**

2.15.2 The Procuring entity may, at its discretion, extend this deadline for the submission of tenders by amending the tender documents in accordance with paragraph 2.5.3 in which case all rights and obligations of the Procuring entity and candidates previously subject to the deadline will thereafter be subject to the deadline as extended.

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

2.16. Modification and Withdrawal of Tenders

2.16.1 The tenderer may modify or withdraw its tender after the tender's submission, provided that written notice of the modification, including substitution or withdrawal of the tenders, is

received by the Procuring entity prior to the deadline prescribed for submission of tenders.

2.16.2 The tenderer's modification or withdrawal notice shall be prepared, sealed, marked and dispatched in accordance with the provisions of paragraph 2.15. a withdrawal notice may also be sent by fax or email but followed by a signed confirmation copy, postmarked no later than the deadline for submission of tenders.

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

2.16.4 No tender may be withdrawn in the interval between the 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.

2.17. Opening of Tenders

2.17.1 The Procuring entity will open all tenders in the presence of tenderers' or their representatives, who choose to attend on **8th December, 2023 at 12 Noon** and in the location specified in the invitation for tenders.

2.17.2 The tenderers' names, tender modifications or withdrawals, tender prices, discounts, and such other details as the Procuring entity, at its discretion, may consider appropriate, will be announced at the opening.

2.17.3 The Procuring entity will prepare minutes of the tender opening, which will be submitted to tenderers that signed the tender opening register that will have made the request.

2.18 Clarification of Tenders

2.18.1 To assist in the examination, evaluation and comparison of tenders the Procuring entity may, at its discretion, ask the tenderer for a clarification of its tender. The request for clarification and the response shall be in writing, and no change in the prices or substance of the tender shall be sought, offered, or permitted.

2.18.2 Any effort by the tenderer to influence the Procuring entity in the Procuring entity's tender evaluation, tender comparison or contract award decisions may result in the rejection of the tenderers' tender.

2.19 Preliminary Examination and Responsiveness

2.19.1 The Procuring entity will examine the tenders to determine whether they are complete, whether any computational errors have been made, whether required sureties have been furnished, whether the documents have been properly signed, and whether the tenders are generally in order.

2.19.2 Arithmetical errors will be rectified on the following basis. If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail, and the total price shall be corrected. If the candidate does not accept the correction of the errors, its tender will be rejected.

If there is a discrepancy between words and figures, the amount in words will prevail

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

2.19.4 Prior to the detailed evaluation, the Procuring entity will determine the substantial responsiveness of each tender to the tender documents.

For purposes of these paragraphs, a substantially responsive tender is one which conforms to all the terms and conditions of the tender documents without material deviations the Procuring entity's determination of a tender's responsiveness is to be based on the contents of the tender itself without recourse to extrinsic evidence.

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

2.20. Conversion to single currency

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

2.21. Evaluation and Comparison of Tenders

2.21.1 The Procuring entity will evaluate and compare the tenders which have been determined to be substantially responsive.

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

- (a) operational plan proposed in the tender;
- (b) deviations in payment schedule from that specified in the Special Conditions of Contract

2.21.3 Pursuant to paragraph 2.21.2. The following evaluation methods will be applied.

(a) Operational Plan

- (i) The Procuring entity requires that the services under the

Invitation for Tenders shall be performed at the time specified in the Schedule of Requirements. Tenders offering to perform longer than the procuring entity have required delivery time will be treated as non-responsive and rejected.

(b) Deviation in payment schedule

(i) Tenderers shall state their tender price for the payment on schedule outlined in the special conditions of contract.

Tenders will be evaluated on the basis of this price.

Tenderers are, however, permitted to state an alternative payment schedule and indicate the reduction in tender price they wish to offer for such alternative payment schedule. The Procuring entity may consider the alternative payment schedule offered by the selected tenderer.

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

2.22. Contacting the Procuring entity

2.22.1 No tenderer shall contact the Procuring entity on any matter relating to its tender, from the time of the tender opening to the time the contract is awarded.

2.22.2 Any effort by a tenderer to influence the Procuring entity in its decisions on tender evaluation, tender comparison, or contract award may result in the rejection of the Tenderers' tender.

2.23 Post-qualification

2.23.1 The Procuring entity will verify and determine to its satisfaction whether the tenderer that is selected as having submitted the lowest evaluated responsive tender is qualified to perform the contract satisfactorily.

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

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

2.24 Award Criteria

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

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

(a) Necessary qualifications, capability experience, services, equipment and facilities to provide what is being procured.

(b) Legal capacity to enter into a contract for procurement

(c) Shall not be insolvent, in receivership, bankrupt or in the process of being wound up and is not the subject of legal proceedings relating to the foregoing.

(d) Shall not be debarred from participating in public procurement.

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

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

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

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

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

2.26 Notification of Award

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

2.26.2 The notification of award will signify the formation of the contract subject to the signing of the contract between the tenderer and the procuring entity pursuant to clause 2.9. Simultaneously the other tenderers shall be notified that their tenders were not successful.

2.27 Signing of Contract

2.27.1 At the same time as the Procuring entity notifies the successful tenderer that its tender has been accepted, the Procuring entity will simultaneously inform the other tenderers that their tenders have not been successful.

2.27.2 Within Seven (7) days of receipt of the Contract Form, the successful tenderer shall sign and date the contract and return it to the Procuring entity.

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

2.27.4 The parties to the contract shall have it signed within seven days (7) from the date of notification of contract award unless there is an administrative review request.

2.28 Corrupt or Fraudulent Practices

2.28.1 The Procuring entity requires that tenderers observe the highest standard of ethics during the procurement process and execution of contracts. A tenderer shall sign a declaration that he has not and will not be involved in corrupt or fraudulent practices.

2.28.2 The Procuring entity will reject a proposal for award if it determines that the tenderer recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question

2.28.3 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 Staff medical 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.

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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 the Procuring entity and the tenderer, as recorded in the Contract Form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.

(b) “The Contract Price” means the price payable to the tenderer under the Contract for the full and proper performance of its contractual obligations

(c) “The Services” means services to be provided by the tenderer including any documents, which the tenderer is required to provide to the Procuring entity under the Contract.

(d) “The Procuring entity” means the organization procuring the services under this Contract

(e) “The Contractor” means the organization or firm providing the services under this Contract.

(f) “GCC” mean the General Conditions of Contract contained in this section.

(g) “SCC” means the Special Conditions of Contract

(h) “Day” means calendar day

3.2. Application

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

3.3. Standards

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

3.4. Use of Contract Documents and Information

3.4.1 The Contractor shall not, without the Procuring entity’s prior written consent, disclose the Contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the Procuring entity in

connection therewith, to any person other than a person employed by the contractor in the performance of the Contract.

3.4.2 The Contractor shall not, without the Procuring entity's prior written consent, make use of any document or information enumerated in paragraph 3.4.1 above.

3.4.3 Any document, other than the Contract itself, enumerated in paragraph 3.4.1 shall remain the property of the Procuring entity and shall be returned (all copies) to the Procuring entity on completion of the contract's or performance under the Contract if so required by the Procuring entity.

3.5. Patent Rights

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

3.6. Delivery of services and Documents

3.6.1 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

3.7. Payment

3.7.1 The method and conditions of payment to be made to the contractor under this Contract shall be specified in SCC

3.7.2 Payment shall be made promptly by the Procuring entity as agreed

3.8. Prices

3.8.1 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 procuring entity'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.

3.8.2 Contract price variations shall not be allowed for contracts not exceeding one year (12 months)

3.8.3 Where contract price variation is allowed the variation shall not exceed 10% of the original contract price

3.8.4 Price variation requests shall be processed by the procuring entity within 30 days of receiving the request.

3.9. Assignment

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

3.10. Termination for Default

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

(a) If the Contractor fails to provide any or all of the services within the period(s) specified in the Contract, or within any extension thereof granted by the Procuring entity.

(b) If the Contractor fails to perform any other obligation(s) under the Contract

(c) If the Contractor in the judgment of the Procuring entity has engaged in corrupt or fraudulent practices in competing for or in executing the contract

3.10.2 In the event the Procuring entity terminates the contract in whole or in part, it may procure, upon such terms and in such manner as it deems appropriate, services similar to those undelivered and the Contractor shall be liable to the Procuring entity for any excess costs for such similar services. However, the contractor shall continue performance of the contract to extent not terminated.

3.11. Termination for Insolvency

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

3.12. Termination for Convenience

3.12.1 The Procuring entity by written notice sent to the contractor may terminate the contract in whole or in part, at any time for its convenience. The notice of termination shall specify that the termination is for the procuring entities convenience, the extent to

which performance of the contractor of the contract is terminated and the date on which such termination becomes effective.

3.12.2 For the remaining part of the contract after termination the procuring entity may elect to cancel the services and pay to the contractor an agreed amount for partially completed services.

3.13 Resolution of Disputes

3.13.1 The procuring entity and the contractor shall make every effort to resolve amicably by direct informal negotiations and any disagreement or disputes arising between them under or in connection with the contract

3.13.2 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.

3.14. Governing Language

3.14.1. 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.

3.15. Applicable Law

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

3.16 Force Majeure

3.16.1 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.

3.17 Notices

3.17.1 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.

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

SECTION IV – SPECIAL CONDITIONS OF CONTRACT ON STAFF MEDICAL INSURANCE SCHEME COVER FOR THE PERIOD 2024- 2025

Airports Sacco society seeks to contract a reputable underwriting medical / insurance company to provide a staff medical insurance that entails benefits which ensure members of staff receive quality health care.

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

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

4 . MANDATORY REQUIREMENTS

4.1 CONDITIONS TO BE MET BY THE INSURANCE COMPANY (UNDERWRITERS)(Note: It should be presented in the order below in the tender document)

4.1.1 Must state:

- a) Physical address, postal address, and telephone numbers
- b) Physical address - Owned or leased
- c) Trade license.
- d) Number of branches; specify if applicable

4.1.2 Must submit copies of the following documents;

- a. PIN Certificate
- b. Current Tax Compliance Certificate
- c. Certificate of Incorporation
- d. Business permit
- e. IRA Certificate
- f. CR12
- g. Medical Insurance professional indemnity
- h. Confidential tender dossier
- i. AIBK membership and MIP license for insurance brokers

4.1.3 Must provide at least five (5) Managerial and key personnel Competency profiles (CVs)

4.1.8 Must have paid up capital plus share capital totaling to at least Kshs.100,000,000/=

4.1.10 Must provide a list of five (5) reputable clients and the total clients' premiums for the last 3 (three) years i.e. 2020, 2021 and 2022. Must submit recommendation letters from the same listed clients for the services envisaged under this tender.

4.1.11 Must submit certified audited accounts for the last THREE years duly signed by the auditor (2020, 2021 and 2022).

4.1.12 Must state number of years served in Medical cover Insurance.

4.1.13 Completed Business Questionnaire

Bids that do not contain all the above items will be declared nonresponsive and shall not be evaluated to the next stage.

5. SCHEDULE OF REQUIREMENTS

SPECIFICATION FOR AIRPORTS SACCO STAFF INSURANCE SCHEME/ MEDICAL COVER

AIRPORTS SACCO LTD wishes to have in placed quality, tailor-made, and affordable Medical Insurance for its Thirteen (13) members of staff and their nuclear families of one spouse and children.

5.1 ELIGIBILITY OF THE BIDDERS

MEDICAL INSURANCE COMPANIES (Brokerage Firms not allowed)

5.1.1 The Tenderers shall quote as follows:

Population	In Patient	Premium Based Outpatient	Fund Managed Outpatient
13 Employees			
43 Dependents			
Total 56			

Population

The size of the Family is a maximum of members, Spouses, and Children aged 0- 22 years or up to 25 years if in school. Above 22 years those with disabilities.

CLASS	STAFF
M	
M +1	1
M +2	3
M +3	3
M + 4	3
M +5	3

Special Clauses	<ul style="list-style-type: none"> i. Maternity contingency: Kshs.200,000 to cover pre-natal, ii. delivery and post-natal costs at no waiting period, Kshs 250,000 for 1stemergency Caesarean Section (CS). iii. Dental and Optical Cover of Ksh. 30,000 per family member for each. iv. Treatment of HIV opportunistic conditions including anti- Retroviral therapy and CD-4 Counts. v. Annual General Medical check-ups per family. vi. Home care Nursing Treatment of pre-existing medical conditions. vii. Treatment of chronic illness. viii. Treatment from any injuries or sickness sustained as a result of riot, strike and kindred risks.
	<ul style="list-style-type: none"> ix. Treatment of congenital defects. x. Provision of six weeks of medical cover to employees whenever travelling outside the country. xi. Provision of private wards to members insured under category A and semi-private for those insured under category B. xii. Treatment outside the country in case one is away and falls sick. xiii. Cover for private vaccinations and immunizations especially for babies. xiv. Cover inclusive of new babies from 34 weeks. xv. Last Expense of Kes. 100,000 per staff

While preparing your bid, kindly pay special attention to the following information under this section

5.1.2 Other Special/Mandatory Clauses Which Are Required I.E. Must Be Incorporated In The Staff Medical Cover.

All bidders are informed that the clauses below are mandatory requirements that **MUST** be incorporated in the Group Medical cover proposed by a bidder before that bidder is considered responsive.

1. In case of the removal of any service provider, Airports Sacco should be informed at the right time.
2. Notes on Dental & Optical Covers
 - a. Dental cover to include filling, extraction root canal and medically necessary scaling and polishing
 - b. Optical cover to include treatment for deterioration/correction of sight, including Supply/fitting of spectacles.
3. HIV/AIDS and treatment of opportunistic conditions including Anti-retroviral therapy should be included in the cover.
4. There shall be No waiting period for the medical cover to commence.
5. No co-pay.
6. Pre-existing conditions (known and unknown) to be covered.
7. Chronic illnesses (known and unknown) to be covered.
8. Hospitalization arising out of Dental & Optical illness covered up to KES. 200,000 within the Inpatient limit.
9. General Health Check-ups to be covered.
10. Provision of Monthly Statements both to HR Department and to the insured members as and when required.
11. Riot, strike, war and kindred risks to be covered.
12. Counseling services to be covered.
13. Declare all exclusions for the insurance covers.

5.2 Network coverage

The tenderer should have extensive and reputable network of Hospitals, Clinics Pharmacies and Laboratories within easy reach of the members and their dependents. The tenderer is required to provide the following:-

- ❖ Full details of towns where the provider company is represented
- ❖ The appointed hospitals, clinics and doctors' all over the country that can be accessed by Airports Sacco society employees and their dependents (**attach the ir respective lists**).
- ❖ Full details of the medical cover outside Kenya and all exclusions that are applicable.

All Airports Sacco Society employees are resident in the surroundings of Nairobi and Kiambu counties. Their familymembers (dependents) may not necessarily stay with them but stay in any county in the country. Airports Sacco society limited may assign duties out of station or travel within the country so as to attend training, seminars or workshops, field work and outreach services to the counties. The tenderer should therefore make provision for such cases in the proposal

5.3 Case Management

The tenderer is expected to provide details on the following

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

5.4 Claims Settlement Turnaround Time

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

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

5.5 Financial stability

The tenderer should provide documentary proof that they are financially sound and is fully licensed and registered as a medical insurance cover provider as per 4.1.4

5.6 Exclusions and requirements

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

5.7 References and key personnel:

The tenderer must demonstrate its ability, knowledge and experience in the provision of medical insurance services and give details of key personnel charged with Management the medical scheme as per 4.1.6

5.8 Medical benefit limits

The provider is required to quote both funded and non-funded for outpatient cover as per 5.1.1

a) Inpatient Cover

Categories	Cover limit	Member	Dependents	Total population
All Staff	2,000,000	13	43	56

b) Outpatient Cover

Categories	Cover limit	Member	Dependents	Total population
All Staff	150,000	13	43	56

NB: A list of staff and their dependent will be provided on request.

Evaluation of the Technical Proposal

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

Evaluation	Criteria	Parameters	Score
Experience of the firm in medical insurance Minimum 5 Years Each extra year No. of years in Business	1 Mk per year of experience 1 Mk per yr of extra experience	10 marks 20 marks Max	20
5 Reference Letters	3 mks for a reference letter	Max – 15 max	15

CVs for at least 5 key Medical Staff Administrators Academic Qualification	Either a Graduate & or Diploma holder with a minimum of 5 years' work experience	3 Mk each Max - 15	15
Service Distribution Network and	1- 15 Counties	5mks	20
Facilities within Kenya 1- 15 Counties 16-30 Counties Over 30 Counties	16-30 Counties Over 30 Counties	10mks 20mks	
Financial Capability Business Turnover – Last yr Minimum	50M pa Between 51M-100M Above 100M	4Mks 6Mks 10mks (full mark }	10

NB: PASS MARK OUT FOR TECHNICAL EVALUATION IS 70%.

- 1) Bidders must meet all responsiveness requirements to qualify for technical evaluation.
- 2) To qualify for financial evaluation the bidder MUST pass the Technical Evaluation.
- 3) The bidder quoting the lowest evaluated total premiums with the highest technical score shall be recommended for contract award.
- 4) Any information provided by the bidder may be verified by the company and must include all exclusions.

FINANCIAL PROPOSALS

Bidders

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.

1. Form of Tender

To:

Date.....

Name and address of procuring entity.....

Tender No.....

Tender Name.....

Gentlemen and/or Ladies:-

1. Having examined the Tender documents including Addenda No. (Insert numbers)the receipt of which is hereby duly acknowledged, we the undersigned, offer to provide Medical cover under this tender in conformity with the said Tender document for the sum of

..... [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 medical 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..... of20.....

[Signature]

[In the capacity of]

Duly authorized to sign tender for and on behalf of

2. Price Schedule

(To be completed by Service providers – The amount indicated should be gross -including duties, levies etc)

Option 1

Non funded

- a) Inpatient medical Cover Kshs. 2,000,000.00.
- b) Outpatient medical Cover Kshs per 150,000 per family.
- c) Dental cover Kshs per 30,000 per family.
- d) Optical cover Kshs per 30,000 per family.

Particulars	(Kshs)
	Staff
Inpatient medical Cover	
Outpatient medical Cover	
Dental cover	
Optical Cover	
Total	

Option 2

Funded

- a) Inpatient medical Cover Kshs. 2,000,000 (Non funded)
- b) Outpatient medical Cover Kshs per 150,000 per family.
- c) Dental cover Kshs per 30,000 per family.
- d) Optical cover Kshs per 30,000 per family.

Particulars	Staff
Inpatient medical Cover(Non Funded)	
Outpatient medical Cover	
Dental cover	
Optical Cover	
Management Fee	
Total	

1. CONTRACT FORM

THIS AGREEMENT made the _____ day of _____ 20____
between Airports Saccoof the

one part and

[name of tenderer] of _____ [city and
country of

tenderer](hereinafter called “the tenderer”) of the other part:

WHEREAS Airports Sacco invited tenders for the medical cover and has
accepted a tender by thetenderer for the supply of the services in the sum of _____
_____ [contract price in
words in
figures](hereinafter

called “the Contract Price”).

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:-

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

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) Airports Sacco s Notification of Award

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

4. Airports Sacco 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 EBK)

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 1

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

Part 2(a) – Sole Proprietor:

Your name in full AgeNationality
..... Country of origin

Citizenship details.....

Party 2(b) – Partnership

Give details of partners as follows

Name Nationality Citizenship Details Shares

1.

2.

3.

4.

1.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

Date.....Signature of Tenderer

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

Confirmation of Declarations made

I/We the undersigned certify that the information given in Part 1-5 above is true to the best of my/our belief and knowledge.

I/We certify that the information given herein is to the best of my/our knowledge correct.

Full Names of Authorized Official.....

Designation.....

Tenderer’s Signature & Official Company Stamp.....

LETTER OF NOTIFICATION OF AWARD

Address of Procuring Entity

.....
.....

To:.....

RE: Tender No.....

Tender Name.....

This is to notify you that; the contract/s stated below under the above mentioned tender have been awarded to you.

1. Please acknowledge receipt of this letter of notification signifying your acceptance.
2. The contract/contracts shall be signed by the parties within seven (7) days of the date of this letter.
3. You may contact the officer(s) whose particulars appear below on the subject matter of this letter of notification of award.

Harrison K Song'e
Chief Executive Officer

I Acknowledge receipt of this award and accept to supply the goods quoted for..

Signature..... Date.....