



**KENYA URBAN ROADS AUTHORITY**  
*Efficient & Safe Urban Roads*

**PROVISION OF MEDICAL COVER (IN-PATIENT & OUT-PATIENT (FUND)  
SERVICES)**

**KURA/RMLF/HQ/324/2016-2017**

**BID DOCUMENT**

**May 2017**

**GENERAL MANAGER (F&A)  
KENYA URBAN ROADS AUTHORITY  
P.O. Box 41727 - 00100  
NAIROBI.**

**DIRECTOR GENERAL  
KENYA URBAN ROADS AUTHORITY  
P.O. Box 41727 - 00100  
NAIROBI.**

TABLE OF CONTENTS.....2

SECTION 1 – .....3

    INVITATION FOR TENDER.....4

    FORM OF TENDER.....5

    BID SECURITY FORM.....6

SECTION 2 – INSTRUCTIONS TO BIDDERS.....8

    APPENDIX TO INSTRUCTIONS TO TENDERERS.....17

    CRITERIA OF EVALUATION.....17

SECTION 3 – GENERAL CONDITIONS OF CONTRACT.....19

SECTION 4 – SPECIAL CONDITIONS OF CONTRACT.....23

SECTION 5 – SCHEDULE OF REQUIREMENTS.....24

SECTION 6 – STANDARD FORMS.....3

## SECTION I

### INVITATION TO TENDER

**TENDER NO:** KURA/RMLF/HQ/324/2016-2017

**TENDER NAME:** PROVISION OF GROUP MEDICAL COVER (IN-PATIENT & OUT-PATIENT-FUND)

Kenya Urban Roads Authority (KURA) is a state corporation under the Ministry of Roads established by the Kenya Roads Act, 2007 with the core mandate of management, development and maintenance of all public roads in cities and municipalities in Kenya except where those roads are national roads. As a leading Government Agency with the above mandate, KURA wishes to invite tenders from eligible Medical **Underwriters** to provide Group Medical Cover to its employees.

Interested eligible bidders may download and inspect the tender documents from our website [www.kura.go.ke/TenderAdverts](http://www.kura.go.ke/TenderAdverts). Bidders who wish to participate in this tender should make a non-refundable fee of **Ksh.1, 000.00 (Kenya Shillings three thousand only)** in Banker's Cheque payable to **Kenya Urban Roads Authority**. Please note that payment must be made before submission of the bid documents and all submitted documents should have official receipt numbers clearly indicated on top of the bid document and in addition a copy of the official receipt to accompany the bid documents during submission.

Any bid document submitted without payment prior closing date shall be considered non-responsive.

Prices quoted should be inclusive of all taxes and must be expressed in Kenya Shillings and shall remain valid for a period of 120 days from the closing date of the tender.

Completed tender documents enclosed in separate plain sealed envelopes and clearly marked with the tender number, tender name should be addressed and sent to:

**The Director General  
Kenya Urban Roads Authority  
IKM Place, 3rd Floor, 5<sup>th</sup> Ngong Avenue  
P.O. BOX 41727-00100  
NAIROBI, KENYA.**

Or be deposited in the Tender box located on 1<sup>st</sup> Floor, IKM PLACE, and 5th Ngong Avenue, Nairobi, so as to be received on or before the Closing date and time indicated on Tender Notice.

Tenders will be opened immediately thereafter in the presence of the candidates or their representatives who choose to attend in the 3<sup>rd</sup> Floor Board Room, IKM Place.

**PROCUREMENT MANAGER  
FOR: DIRECTOR GENERAL**

**FORM OF TENDER**

TO:

Date

Name and address of procuring entity

\_\_\_\_\_

Tender No.

Gentlemen and/or Ladies,

Tender Name

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  
Group Medical Services under this tender in conformity with the said tender document for  
the \_\_\_\_\_ sum \_\_\_\_\_ of  
.....  
..... (Total Tender amount in words and  
figures) or such 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 Group Medical Services in accordance  
with the conditions of the tender.
3. We agree to abide by this Tender for a period of .....(number) days from the date  
fixed for tender opening of the Instructions to Tenderers, and it shall remain binding upon  
us and may be accepted at any time before the expiration of that period.
4. This Tender, together with your written acceptance thereof and your notification of award,  
shall constitute a Contract between us subject to the signing of the contract by both parties.
5. We understand that you are not bound to accept the lowest or any tender you may receive.

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

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(In the Capacity of)

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

**TENDER SECURITY**

Note: The bidder shall complete only this form of Bank guarantee. No other Form of Bid Bond or any other forms of security will be accepted. Bidders who fail to comply with this requirement will be disqualified.

WHEREAS [*Name of bidder*].

.....  
.....

(herein after called “the Bidder”) has submitted his bid dated

..... for the

**PROVISION OF MEDICAL COVER (IN~PATIENT & OUT~PATIENT(FUND) SERVICES)**

, hereinafter called “the bid”

KNOW ALL MEN by these presents that we [*Name of Bank*]

.....  
.....

of [*Name of Country*]

.....

having our registered offices at

.....

(hereinafter called the Bank) are bound unto the Director General, Kenya Urban Roads Authority, (hereinafter called “the Employer”) in the sum of

(in words Kshs).....

(In figures Kshs).....

for which payment will be well and truly made to the said Employer 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:

- i. If the bidder withdraws his Bid during the period of bid validity specified by the Bidder on the Bid Form; or
- ii. If the Bidder refuses to accept the correction of errors in his bid; or
- iii. If the Bidder having been notified of the acceptance of his bid by the Employer during the period of Bid Validity
  - a. fails or refuses to execute the Form of Agreement in accordance with the Instructions to Tenderers when required or
  - b. fails or refuses to furnish the Performance Security, in accordance with the Instructions to Bidders.

We undertake to pay to the Employer up to the above amount upon receipt of his first written demand, without the Employer having to substantiate his demand, provided that in his demand the Employer will note that the amount claimed by him is due to him owing to the occurrence of any of the above conditions, specifying the occurred condition or conditions.

This guarantee will remain in force up to and including thirty days after the date of expiration of the bid validity, as stated in the Instructions to Bidders.

At the request of the Employer the Bid validity period may be extended by mutual agreement between the Employer and the Bidder and we undertake to extend the validity of this surety accordingly without you having to inform us of such an extension of the Bid validity period if within this period the Bidder has been notified of the acceptance of his Bid. This Surety shall remain valid up to the time the Contract Agreement has been executed.

SIGNATURE OF THE BANK .....

NAME OF SIGNATORY .....DATE.....

NAME OF THE WITNESS .....

SIGNATURE OF THE WITNESS ..... DATE .....

ADDRESS OF THE WITNESS .....

## SECTION 2 ~ INTRUCTION TO TENDERERS

**Mandatory Pre -bid Conference shall be held on 22<sup>nd</sup> May 2017 at 10.00 A.M KURA Board Room on 3<sup>rd</sup> Floor**

### 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 KURA'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 Tenderers shall provide the qualification information statement that the tenderers (including all members of a joint venture and subservice providers) 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 KURA 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 corruption or fraudulent practices or debarred from participating in public procurement shall not be eligible.

2.1.5 Tenderers who are not medical underwriters are not 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 KURA, will in no case be responsible or liable for those costs regardless of the conduct or outcome of the tendering process.

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

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

### 2.3 Contents of Tender Document

2.3.1 The tender documents comprise the documents listed below 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 Medical Cover
- vi. Form of Tender
- vii. Price Schedules
- viii. Contract Form
- ix. Confidential Business Questionnaire Form

- x. Tender security Form
- xi. Performance security Form
- xii. Medical Underwriter's Company's Authorization Form
- xiii. Declaration Form
- xiv. Request for Review Form

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

## **2.4 Clarification of Tender Documents**

2.4.1 A candidate making inquiries of the tender documents my notify KURA by post or by email at KURA's address indicated in the Invitation for tenders. KURA 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 KURA. 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 KURA 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.

## **2.5 Amendment of Tender Documents**

2.5.1 At any time prior to the deadline for submission of tenders, KURA, for any reason, whether at its own initiative or in responsive 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, KURA, 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 KURA, 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 of the following components:
- a) A Tender Form and a Price Schedule completed in accordance with paragraph 2.8, 2.9 and 2.10 below
  - b) Documentary evidence established in accordance with paragraph 2.1.2 that the tenderer is eligible to tender and is qualified to perform the contract if its tender is accepted.



- c) Tender security furnished in accordance with paragraph 2.12 (if applicable)
- d) Declaration form.

## **2.8 Form of Tender**

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

## **2.9 Tender Prices**

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

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

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

## **2.10 Tender Currencies**

2.10.1 Prices shall be quoted in Kenya Shillings

## **2.11 Tenderers Eligibility and Qualifications**

2.11.1 Pursuant to paragraph 2.1 the tenderer shall furnish, as part of its tender, documents establishing the tenderers eligibility to tender and its qualifications to perform the contract if its tender is accepted.

2.11.2 The documentary evidence of the tenderer's qualifications to perform the contract if its tender is accepted shall establish to KURA's satisfaction that the tenderer has the financial and technical capability necessary to perform the contract.

## **2.12 Tender Security**

2.12.1 The tenderer shall furnish, as part of its tender, a tender security for the amount and form specified in the Appendix to Instructions to tenderers.

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

2.12.4 The tender security shall be in the form of unconditional bank guarantee from a reputable bank located in Kenya. The format of bank guarantee shall be in accordance with tender security attached. The bid security shall remain valid for a period of 30 days beyond the original validity period for the period for the bid and beyond any period of extension subsequently requested under 2.16.2.

2.12.4.1 Any tender not secured in accordance with paragraph 2.12.1 and 2.12.3 shall be rejected by KURA as no-responsive, pursuant to paragraph 2.20.5.

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

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

2.12.5 The tender security may be forfeited:

If a tenderer withdraws its tender during the period of tender validity

- a) In the case of a successful tenderer, if the tenderer fails:
- b) If the tenderer reject correction of an arithmetic error in the tender.
- C) in the case of a successful bidder, if he fails within the specified time limit to:
  - i. To sign the contract in accordance with paragraph 2.29 or
  - ii. To furnish performance security in accordance with paragraph 2.30

## 2.13 Validity of Tenders

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

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

## 2.14 Format and signing of Tenders

2.14.1 The bidder shall prepare one original of the documents comprising the bid as described in Clause **Error! Reference source not found.** Of these Instructions to Bidders, bound with the section containing the Form of Bid and Appendix to Bid, and clearly marked "ORIGINAL". In addition, the bidder shall submit another copy of the bid clearly marked "COPY OF ORIGINAL". The copy MUST be a replica of the original document. However, in the event of discrepancy between them, the original shall prevail.

2.14.2 The original and all copies of the tender shall be typed or written in indelible ink and shall be signed by the tenderer or a person or persons duly authorized to bind the tenderer to the contract. All pages of the tender, except for an 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 tenderer, in which case such corrections shall be initialed by the person or persons signing the tender.

## 2.15 Sealing and Marking of Tenders

2.15.1 The bidder shall seal the original and each copy of the bid in separate envelopes duly marking the envelopes "ORIGINAL" and "COPY". The envelopes shall then be sealed in

an outer separate envelope. In the event of any discrepancy between them, the original shall govern.

2.15.2 The inner and outer envelopes shall:

- a) Be addressed to KURA at the address given in the Invitation to Tender
- b) Bear tender number and name in the invitation to tender and the words 'DO NOT OPEN **BEFORE** the Closing date and time indicated on Tender Notice.

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

2.15.4 If the outer envelope is not sealed and marked as required by paragraph 2.15.2, KURA 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 KURA at the address specified under paragraph 2.15.2 not **later the Closing date and time indicated on Tender Notice.**

2.16.2 KURA 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 KURA and candidates previously subject to the deadline will thereafter be subject to the deadline as extended.

2.16.3 Bulky tenders which will not fit the tender box shall be received by KURA as provided by KURA in the appendix to tenderers.

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

2.17.1 The tenderer may modify or withdraw its tender after the tender's submission, provided that written notice of the modification, including substitution or withdrawal of the tenders, is received by KURA prior to the deadline prescribed for submission of tenders.

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

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

2.17.4 No tender may be withdrawn in the interval between the deadline for submission of tenders and the expiration of the period of tender validity. Withdrawal of a tender during this interval may result in the Tenderer's forfeiture of its tender security, pursuant to paragraph 2.12.7.

## **2.18. Opening of Tenders**

2.18.1 KURA will open all tenders in the presence of tenderer's representatives who choose to attend, on **31<sup>st</sup> May 2017 AT 10.00 A.M'** in the location specified in the invitation to tenderers. The tenderers' representatives who are present shall sign a register evidencing their attendance.

2.18.2 Tenders shall be opened and the tenderers' names and such other details as KURA, as its discretion, may consider appropriate, will be announced at the opening. The Financial Proposal shall be opened after technical evaluation of the proposal has been completed and firms achieving the minimum score will be invited for the financial proposal opening.

2.18.3 The Employer may, at his discretion, extend the deadline for the submission of bids through the issue of an Addendum in which case all rights and obligations of the Employer and the bidders previously subject to the original deadline shall thereafter be subject to the new deadline as extended.

2.18.4 KURA will prepare minutes of the tender opening, which will be submitted to tenderers that signed the tender opening register and will have made the request.

## **2.19 Clarification of Tenders**

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

2.19.2 Any effort by the tenderer to influence KURA in tender evaluation, tender comparison or contract award decisions may result in the rejection of the tenderer's tender.

## **2.20 Preliminary Examination and Responsiveness**

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

2.20.4 Prior to the detailed evaluation, pursuant to a paragraph 2.20, KURA 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 KURA's determination or 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 KURA and may not subsequently be made responsive by the tenderer by correction of the nonconformity.

## **2.21 Conversion to Single Currency**

2.21.1 Where other currencies are used, KURA 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 KURA will evaluate and compare the tenders which have been determined to be substantially responsive pursuant to paragraph 2.20

2.22.2 KURA'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**

- a) KURA 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 KURA have required delivery time will be treated as non-responsive and rejected

### **b) Deviation in Payment Schedule**

- b) Tenderers shall state their tender price for the payment on schedule outlined in the schedule and indicate the reduction in tender price they wish to offer for such alternative payment schedule. KURA may consider the alternative payment schedule offered by the selected tenderer.

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

## **2.23 Contacting KURA**

2.23.1 Subject to paragraph 2.19 no tenderer shall contact KURA on any matter relating to this tender, from the time of the tender opening to the time the contract is awarded.

2.23.2 Any effort by a tenderer to influence KURA in its decisions on tender evaluation, tender comparison, or contract award may result in the rejection of the Tenderer's tender.

## **2.24 Post-qualification**

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

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

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

## **2.25 Award Criteria**

2.25.1 Subject to paragraph 2.20 KURA will award the contract to the successful tenderer whose tender has been determined to be substantially responsive and has been determined to be the lowest evaluated tender, provided further that the tenderer is determined to be qualified to perform the contract satisfactorily.

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

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

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

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

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

2.26.3 A tenderer who gives false information in the tender document about their 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, KURA will notify the successful tenderer in writing that its tender has been accepted. Simultaneously the other tenderers shall be notified that their tenders were not successful.

2.27.2 The notification of award will signify the formation of the contract subject to the signing of the contract between the tenderer and KURA pursuant to clause 2.29.

2.27.3 Upon the successful Tenderer's furnishing of the performance security pursuant to paragraph 2.29 KURA will promptly notify each successful tenderer and will discharge its tender security, pursuant to paragraph 2.12.

## **2.28 Signing of Contract**

2.28.1 Within fourteen (14) days of receipt of the Contract Form, the successful tenderer shall sign and date the contract and return it to KURA.

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

2.28.3 The parties to the contract shall have it signed within 30 days from the date of notification of contract award and not earlier than 14 days unless there is an administrative review request.

## **2.29 Performance Security**

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

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

## **2.30 Corruption or Fraudulent Practices**

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

2.30.2 KURA will reject a proposal for award if it determines that the tenderer recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question.

2.30.3 Further a tenderer who is found to have indulged in corrupt or fraudulent practices risks being debarred from participating in public Procurement in Kenya.

**APPENDIX TO INSTRUCTIONS TO TENDERERS**

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

**(I) Provisions in the Appendix to instructions to Tenderers**

Instruction to tender reference	Particulars to Appendix to instructions to tenderers
2.1	Medical Insurance
2.12 Tender Security	<b>Kshs. 300,000/=</b> in form of Bank guarantee and in the format provided in the tender document only
2.14.1 Number of Tender Copies Required	One original and 1 replica copy properly bound.
2.15.2 (b) State day, date and time of tender closing	<b>Closing date and time is as per tender notice</b>
2.16.1 State day, date and time of tender closing	As 2.15.2 (b) above
2.16.3 Bulk documents	To be Delivered to the Director General's Office, Kenya Urban Roads Authority, 3rd Floor, IKM Place 5 <sup>th</sup> Ngong Avenue, OFF. Bishop Road, NAIROBI
2.18.1 Tender opening	As 2.15.2 (b) above
2.22 The evaluation criteria	See (2) below under criteria for evaluation
2.29 Performance security	5% of the tender sum in form of Bank guarantee and in the format provided in the tender document only

**CRITERIA OF EVALUATION**

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

<b>1.</b>	<b>MANDATORY REQUIREMENTS</b>	<b>POINTS</b>
a)	Submit valid tender security of Kshs.300,000/- and in the form stipulated in the tender document	YES/NO
b)	Certified copy of Registration as a member of AKI for the current year 2017	
c)	Certified copy of Registration as a member of IRA for the current year 2017	
d)	Certified copy of Certificate of Incorporation/Registration	
e)	Certified copy of Valid Tax Compliance Certificate from KRA	
f)	Certified Copy of PIN/VAT Certificate	
g)	Certified copy of CR 12	
h)	Certified Copy of Current Business License from Nairobi City County or any other County where business is located	
i)	Certified copy of Certificate of Registration with Regulatory Authority for 2017 (Certificate by Commissioner of Insurance)	



J)	Completed Confidential Business Questionnaire Form	
k)	Duly completed, signed and stamped form of tender	
l)	Properly bound, good presented document and all pages of the bid document serialized	

**NB: - Bidders must meet all the mandatory requirements to qualify for technical evaluation.**

2.	TECHNICAL EVALUATION OPERATIONS PERFORMANCE & HUMAN RESOURCES	Scores
a)	<b>Experience;</b> 1. Certified List of at least 5 major Corporate Clients and their recommendation letters. 2. Professional Indemnity limit/Re-insurance Kshs. 75 million 3. Certified Copies of most recent award letters/contract for provision of medical insurance services for at least five 5 major Corporate Clients 4. General Business; Annual Gross Premium of Kshs.1 billion (group life cover excluding life policies) 5. Must have paid up capital of at least <b>Kshs.450 million</b>	<b>50</b> 5 10 10 10 15
b)	Certified List of at least four 5 key professional staff and their CVs, copies of certificates and responsibilities	<b>15</b>
c)	Current Business License from Nairobi City County or any other County where business is located	<b>10</b>
d)	<b>Certified</b> audited accounts for the last <b>three (3)</b> years. Proof of financial stability.	<b>10</b>
e)	Least period used to settle previous claims upon presentation of all required documents. (Attach evidence of at least three claims)	<b>10</b>
h)	Document Conformity/Presented in a required format and serialized	<b>5</b>
	<b>TOTAL TECHNICAL</b>	<b>100</b>

**NB: - Bidders must meet all the mandatory requirements to qualify for technical evaluation.**

- Certification by Commissioner of Oath

- To qualify for financial evaluation bidders must score a minimum of 75 points (75%).

3.	FINANCIAL EVALUATION	Scores
a)	<b>Premium quoted:</b> Lowest Premium quoted Scores 25 and prorated with premium quoted by other firms.	25
b)	<b>Deductibles/ Riders/ Excess Premium.</b> The lowest Deductibles/Excess Premium scores 25 and prorated with other offered Deductibles/Excess Premium.	25
c)	<b>Benefit Limit:</b> Highest benefits attract highest Score of 25 and prorated with offered benefit limits.	25
	<b>TOTAL FINANCIAL</b>	<b>100</b>

### **Financial Score**

The formula for calculating the financial scores is:  $S_f = 100 * F_m / F$  Where:  $S_f$  is the total financial score of the proposal.  $F_m$  is the highest financial proposal score.  $F$  is the total financial score of the proposal under consideration.

### **Combined Technical and Financial Score**

The formula for calculating the total combined scores is  $S = S_t * T\% + S_f * P\%$ . Where  $S$  is the combined technical score;  $S_t$  is the financial score; and  $P$  is the weight of the financial score  
**(30)**

## **SECTION 3 - 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 KURA 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 KURA under the Contract
- d) "KURA" means the organization procuring the services under this Contract
- e) "The Service provider" 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 Service provider shall not, without KURA'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 KURA in connection therewith, to any person other than a person employed by the service provider in the performance of the Contract

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

### **3.5 Patent Rights**

3.5.1 The Service provider shall indemnify KURA 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 tenderer shall furnish to KURA the performance security where applicable in the amount specified in SCC.

3.6.2 The proceeds of the performance security shall be payable to KURA as compensation for any loss resulting from the Tenderer's failure to complete its obligations under the Contract.

3.6.3 The Performance security shall be denominated in the currency of the Contract or freely convertible currency acceptable to KURA and shall be in the form of Bank guarantee and in the format provided in the tender document only:

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

### **3.7 Delivery of Services and Documents**

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

### **3.8 Payment**

3.8.1 The method and conditions of payment to be made to the service provider under this Contract shall be specified in SCC.

3.8.2 Payment shall be made promptly by KURA, but in no case later sixty (60) days after submission of an invoice or claim by the service provider.

### **3.9 Prices**

3.9.1 Prices charged by the service provider 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 KURA's request for tender validity extension the case may be. No variation in or modification to the terms of the contract shall be made except by written amendments signed by the parties.

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

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

3.9.4 Price variation requests shall be processed by KURA within 30 days of receiving the request.

### **3.10 Assignment**

3.10.1 The service provider shall not assign, in whole or in part, its obligations to perform under this Contract, except with KURA's prior written consent.

### **3.11 Termination for Default**

3.11.1 KURA may, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the Service provider terminate this Contract in whole or in part:

- a) If the Service provider fails to provide any or all of the services within the period(s) specified in the Contract, or within any extension thereof granted by KURA.
- b) If the Service provider fails to perform any other obligations(s) under the Contract.
- c) If the Contract in the judgment of KURA has engaged in corrupt or fraudulent practices in competing for or in executing the contract.

3.11.2 In the event KURA 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 Service provider shall be liable to KURA for any excess costs for such similar services. However, the service provider shall continue performance of the contract to extent not terminated.

### **3.12 Termination for Insolvency**

3.12.1 KURA may at any time 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 is for the procuring entities convenience, the extent to which performance of the service provider 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 KURA may elect to cancel the services and pay to the service provider an agreed amount for partially completed services.

### **3.14 Resolution of Disputes**

3.14.1 KURA and the service provider 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 service provider 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 4 - SPECIAL CONDITIONS OF CONTRACT****4.1 CONDITIONS TO BE MET BY INSURANCE COMPANY**

- 4.1.1 A certified copy of certified Certificate of Incorporation
- 4.1.2 Must be registered with the Commissioner of Insurance for the current year (2017/2018) and a copy of the current license be submitted.
- 4.1.3 Must have done annual gross premiums for medical for previous year of at least **Kshs.1 billion.**
- 4.1.4 Must have paid up capital of at least **Kshs.450 million**
- 4.1.5 Must give a list of five (5) current reputable clients whose total premium is Kshs 200 million.
- 4.1.6 Must submit a copy of the audited accounts for the last three (3) years.
- 4.1.7 Must attach detailed company profile including the CVs of Key personnel and their qualifications.
- 4.1.8 Must submit certified copies of the following documents;
- a) Certified copy of PIN Certificate
  - b) Certified copy of Valid Tax Compliance Certificate for KRA or a letter of Exemption,
  - c) Certified copy of Certificate of Registration/Incorporation
  - d) Certified copy of CR 12
- 4.1.9 Must be a member of the Association of Kenya Insurance (AKI)
- 4.1.10 Must have been in existence for the last five (5) years.
- 4.1.11 Must provide original tender plus 1 (one) replica copy of bid document.
- 4.2 Special Conditions of Contract as relates to the General Conditions of Contract

Reference of General Conditions of contract	Special Condition of Contract
4.3.1 Delivery of Services	W.e.f 1 <sup>st</sup> July 2017 – 30 <sup>th</sup> June 2018, renewable at the sole discretion of the KURA upon satisfactory performance
4.3.2 Payment	30 days Upon receipt of Invoice and Debit Notes
4.3.3. Applicable Law	The Laws of Kenya

## SECTION 5 - SCHEDULE OF REQUIREMENTS

### 1.0 Background

Kenya Urban Roads Authority (KURA) was set up under the Kenya Roads Act, 2007 and charged with the mandate to manage, develop, rehabilitate and maintain national roads.

The management of the KURA is vested with the Board of Directors which consist of; the Chairman, the PS Ministry of Roads, the PS Ministry of Transport, the PS Ministry of Finance, the Director General, and 6 other persons not being public officers, appointed by virtue of their knowledge or experience in industry, roads Engineering\*, transport economics, surveying accountancy or law. The Director General is the Chief Executive Officer. Under him is a team of professionals in the fields of Civil Engineering, Survey, Human Resource Management, Finance, Auditing, Legal\*, Procurement, ICT among others.

The authority is made up of the following departments/sections: Planning & Environment, Maintenance, Design & Construction, Finance, legal, Audit, Human Resource and Administration, Procurement, and Corporate Affairs. The Authority's structure is further divided into 10 (ten) Regions where staff are also resident. These are Nairobi (Nairobi), Coast (Mombasa), North Eastern (Garissa), Upper Eastern (Meru), Central (Nyeri), South Rift (Nakuru), North Rift (Eldoret), Western, (Kakamega) and Nyanza (Kisumu) The current staff is (200)\* employees. However this number is expected to grow to about 250 by the close of the year. KURA has set aside funds for the provision of medical services for its staff, spouses and their dependants during the financial year 2017/2018. The funds are intended to finance inpatient and outpatient medical services.

The medical provider(s) shall be expected to provide a scheme that entails benefits which shall ensure members of staff receive quality health care, while it is appreciated that medical schemes come with inherent controls and procedures.

The selected medical provider (s) shall ensure that controls and procedures are not unnecessarily bureaucratic and cumbersome. The information to be provided by tenderers shall be detailed and correct to the best of tenderers' knowledge and any misrepresentation shall render the tender non-responsive.

The successful service provider will be awarded the contract renewable annually upon satisfactory performance. The scope of service is as follows.

### 2.0 Medical Services

#### 2.1 Inpatient Scheme

The inpatient scheme deals with illness or accidents that will lead to:

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

#### 2.2 Outpatient Scheme (fund)

The Outpatient scheme deals with cases of illness and accidents not requiring admission into a hospital. Under this scheme, beneficiaries require examinations, diagnosis and speedy treatment at health clinics; hospitals etc, with the aim of preventing any ailment or illness from growing into cases requiring hospitalization.

#### 2.3 Additional Information



### 2.3.1 Particulars of Cover

The medical cover exclusions, where applicable, **MUST** be clearly stated on a separate cover giving specific details on each exclusion.

One must also provide:-

1. Full details of what the cover provides
2. Eligible expenses included in the in-patient cover
3. Full details of what the cover excludes
4. Dependants' eligibility (Children 0- 25 years if in school and Member up to 65 years of age)

### 2.3.2 Network Coverage

The bidder is required to provide the following:-

1. Full details of towns where the medical provider or Insurance Company is represented.
2. Full details of the medical cover outside Kenya and all exclusions that are applicable.

This is taking into consideration that Kenya Urban Roads Authority employees are situated all over the country including Regional offices as indicated in 1.0 (Background) above and also the facts that;

- a) The Employees do not necessarily stay with their family members; some may be staying up-country in their rural homes, and that
- b) KURA members of staff frequently travel out of the country on official duties

### 2.3.3 Preparation of Your Proposal

1. Give a detailed report on how the cover is going to be administered,
2. Give an analysis on how the service provider intends to address the following issues/procedures:-
  - a) Admission of members into the cover,
  - b) Admission of members with pre-existing conditions into the cover,
  - c) Admission of HIV/AIDS related cases to the cover,
  - d) Procedure to be followed for overseas cover,
  - e) Procedure to be followed to procure last expense (if any in your package).

## MANDATORY QUALIFYING REQUIREMENTS FOR BIDDERS/UNDERWRITERS

The underwriters shall possess the mandatory requirements described under clauses below to qualify to be eligible for contract award. Please attach certified copies as follows

- a) Registration under the Companies Act, Cap 486 of the laws of Kenya

The Insurance Companies should be Limited Liability Companies registered under the Companies Act and must have been in existence and underwriting the business recommended for a minimum period of Seven (7) years in the respective business quoted for i.e. General Business or Life Business. The registered office and physical address of the Insurance Company must be indicated. A copy of the Registration/Incorporation Certificate must be attached.

- b) **Registration with Regulatory Authority for 2017**  
The proposed Insurance Companies shall be registered with the Regulatory Authority for the year 2017. A copy of the current license must be attached. The copy must be certified by the Regulatory Authority.
- c) **Registration as member of Association of Kenya Insurers (AKI) for 2017**
- d) **Audited Financial Statements of the recommended underwriters for the last three years.**
- e) **Premium Turnover**  
The underwriter shall have underwritten the following gross premium for the year 2014.
- 1 General Business; Annual Gross Premium of Kshs.2 billion
  - 2 Group Life Business: Average annual Gross premium of Kshs. 1 billion under Group Life Insurance business excluding individual life policies.
- f) **Paid Up Capital**  
The recommended underwriter shall have paid up capital of Ksh 450 million the minimum required by the Insurance Act.

#### **COMPLIANCE WITH SCOPE OF SERVICES**

- a) The Insurance recommend only one underwriter, where quotations from more than one recommended underwriter are provided.
- b) For the purpose of payment of premium by the Company, Insurer shall indicate separate premium quotations for each of the two periods of insurance. The premium shall be as quoted and subsequently awarded for the full two year term.
- c) Prices indicated on the price schedule shall be the total cost of the services quoted including premium deductible, all applicable taxes.
- d) Unit prices and rates quoted and indicated by the underwriter shall be fixed during the term of contract. A tender submitted with an adjustable price quotation will be rejected.
- e) The underwriter shall complete the appropriate price schedule indicating the policies quoted for the premium including applicable taxes, duties, and levies.
- f) The Authority shall take into consideration previous past claims and underwriting performance of underwriters in determining the substantial responsiveness at tender award. The factors to be considered shall include arbitrary rejection of disputed claims and failures to satisfactory conclude claims and satisfy agreed performance benchmarks.
- g) The Authority shall further negotiate with the successful bidder prior to drawing up of the final contract.

#### **GROUP MEDICAL COVER FOR STAFF**

**CLASS OF INSURANCE COVER** Cover for in-patient and out-patient (fund) medical expenses, including provision of funeral expenses (where a member dies in office) for the Members of Staff.

**EFFECTIVE DATE** 1<sup>st</sup> July, 2017 to 30<sup>th</sup> June 2018

**INSURED PERSONS** Members of staff and their dependants and Board of Directors.

The cover limits for Inpatient is as follows:-

No.	Category	Cover Limit (Kshs.)	Last Expense Cover (Kshs.)	Maternity Cover (Kshs.)
1.	A	3,500,000.00	200,000.00	120,000.00
2	B	3,000,000.00	150,000.00	120,000.00
3.	C	2,000,000.00	150,000.00	120,000.00
4.	D	2,000,000.00	100,000.00	None

### Scheme membership

The size of a family is a maximum of Member, Spouse and four (4) Children

	Category A	Category B	Category C	Category D
M			32	7
M+1		4	24	
M+2		2	34	
M+3	1	16	68	
M+4		25	36	
M+5		11	34	

Kura staff categorized into the four groups by grade and age

Job Group	21-30	31-40	41-50	51-60	Total
Category A			1		1
Category B	-	16	31	10	57
Category C	18	126	49	27	220
Category D					

The scope of service is as follows:

### 1. Medical Cover In & Out Patient

#### (i) Inpatient Scheme

The inpatient scheme deals with illness and accidents that will lead to:

- d) Admission to hospital;
- e) Treatment while in hospital;
- f) The last expense cover is per family;
- g) Discharge from hospital and the cost of treatment thereof.
- h) Group Excess of Loss Kshs.10,000,000.00

The cover limits for Inpatient is as follows:-

No.	Category	Cover Limit (Kshs.)	Last Expense Cover (Kshs.)	Maternity Cover (Kshs.)
1.	A	3,500,000.00	200,000.00	120,000.00
2	B	3,000,000.00	150,000.00	120,000.00
3.	C	2,000,000.00	150,000.00	120,000.00
4.	D	2,000,000.00	100,000.00	None

### SPECIAL CLAUSES FOR IN PATIENT

1	Overall cover limit per family (combined for both illness and accident).	3,500,000	3,000,000	2,000,000	2,000,000
2	Hospital accommodation - Bed limit entitlement net of NHIF rebate per day.	Can access private rooms up to a maximum of Kshs 20,000 per each day admitted.	Can access private rooms up to a maximum of Kshs 18,000 per each day admitted.	Can access standard private rooms up a maximum of Kshs 9,500 per each day admitted.	Can access standard private rooms up a maximum of Kshs 20,000 per each day admitted.
3	Pre-existing and chronic conditions and HIV/AIDS related illnesses.	2,000,000	1,500,000	1,000,000	1,000,000
4	First Emergency caesarean operation in the life of the member, including Ectopic pregnancy.	150,000	150,000	150,000	150,000
6	Psychiatry / psychotherapy treatment.	350,000	300,000	300,000	300,000
7	Emergency Air evacuation within East Africa subject to pre-authorization.	Full cover	Full cover	Full cover	Full cover
8	Emergency local road ambulance services leading to admission.	Full cover	Full cover	Full cover	Full cover
10	Accident caused dental and optical expenses.	Full cover	Full cover	Full cover	Full cover
11	Non-accident ophthalmologic surgery.	200,000	200,000	200,000	200,000
12	Non-accident maxillofacial surgery excluding routine dental procedures.	Full cover	Full cover	Full cover	Full cover
13	Non-accident dental surgery	200,000	200,000	200,000	200,000

14	Post Hospitalization Benefit for accident and surgical admissions within thirty days after Discharge	50,000	50,000	50,000	50,000
15	Professional fee for specialist doctors (Physicians, Surgeons, and anaesthetists).	Full cover	Full cover	Full cover	Full cover
16	Theatre charges - surgical, ICU / HDU charges.	Full cover	Full cover	Full cover	Full cover
17	In-patient prescribed physiotherapy, chemotherapy and radiotherapy.	Full cover	Full cover	Full cover	Full cover
18	In-patient prescribed drugs/medicines and dressings (including prescription on discharge for a maximum of two weeks).	Full cover	Full cover	Full cover	Full cover
19	Internal & external surgical implants, appliances, joint replacements and prostheses.	Full cover	Full cover	Full cover	Full cover
20	External aids on prescription (Wheel chair, hearing aid, corsets/walking frames, compression stockings, crutches	30,000	30,000	30,000	30,000
21	Inpatient diagnostic tests for therapeutic purposes (X-rays, pathology, ECGs, MRI scans)	Full cover	Full cover	Full cover	Full cover
22	Day care surgery for minor surgical treatment that may not necessarily require admission, subject to pre-authorization.	Full cover	Full cover	Full cover	Full cover
23	Major organ transplant excluding the cost of organ donor.	Full cover	Full cover	Full cover	Full cover
24	Basic accommodation cost for one resident mother or guardian during admission of children under 10 years of age.	Full cover	Full cover	Full cover	Full cover
25	Congenital defects, genetic disorders, and hereditary conditions for children up to a maximum age of 10 years.	350,000	300,000	300,000	300,000
27	Neonatal complications for new born babies at birth where the parent(s) are already covered.	200,000	200,000	200,000	200,000
	Prosthesis	250,000	250,000	250,000	250,000
	Treatment from any injuries or sickness sustained as a result of riot, strike and kindred risks	Full cover	Full cover	Full cover	Full cover

**SPECIAL CLAUSES      OUT PATIENT**

- i. Maternity contingency: Kshs.100,000 to cover pre-natal, delivery and post-natal costs at no waiting period.
- ii. Dental and Optical treatment minimum 40,000 each and 100,000.00 for category A.
- iii. Treatment of HIV Opportunistic conditions including anti-retroviral therapy and CD-4 count and viral load test.
- iv. Medical checkups and immunization.
- v. Home Care Nursing Treatment of pre-existing medical conditions.
- vi. Inpatient and outpatient Treatment of Chronic and recurring illness.
- vii. Treatment from any injuries or sickness sustained as a result of riot, strike and kindred risks.
- viii. Treatment of congenital defects
- ix. Postnatal care up to six weeks post-delivery.
- x. Provision of Six Weeks medical cover to employees whenever travelling outside the country.
- xi. Provision of private wards to members insured under category A, B & D and semi-private for those insured under Category C.
- xii. Group excess of loss Kshs.10,000,000.00

**GROUP MEDICAL COVER FOR DIRECTORS**

**CLASS OF INSURANCE COVER**      Cover for in-patient and out-patient medical expenses, including provision of funeral expenses (where member dies in office) for the Board of Directors.

**EFFECTIVE DATE** Effective date: 1<sup>st</sup>July, 2017to 30<sup>th</sup> June, 2018 reviewable annually upon satisfactory performance.

**INSURED PERSONS BENEFITS:** 5 Appointed Directors (Age 30 to 75 years)

In Patient Kshs.2, 000,000 per person

Out Patient Kshs.100, 000 per person

Last expense Kshs.100, 000 per person

**SPECIAL CLAUSES**

- i. Maternity contingency: Kshs.120, 000 (to cover pre-natal, delivery and post-natal costs.
- ii. Treatment of HIV opportunistic conditions including anti-retroviral therapy and CD-4 Count and viral load test.
- iii. Treatment of pre-existing medical conditions
- iv. Treatment of chronic illness
- v. Treatment from any injuries or sickness sustained as a result of riot, strike and kindred risks.
- vi. Counseling services;
- vii. Specialist opinion on referral basis
- viii. Health Education
- ix. (note Dependants are not covered)Provision of six weeks medical cover to employees whenever travelling outside the country.
- x. Group excess of loss Kshs.30,000,000.00

**PRICE SCHEDULE FORM****KENYA URBAN ROADS AUTHORITY**

**STAFF MEDICAL SCHEME  
PREMIUM SUMMARY**

**A: EMPLOYEES COVER**

COVER TYPE	CATEGORY A PREMIUM	CATEGORY B PREMIUM	CATEGORY C PREMIUM	CATEGORY D PREMIUM	TOTAL PREMIUM
Inpatient					
Outpatient (Fund)					
<b>TOTAL INCLUSIVE OF TAXES</b>					

**AUXILIARY COVERS**

COVER TYPE	LIMIT	POPULATION	PREMIUM
Maternity			
Dental			
Optical			
Funeral Cover			

**B: DIRECTORS COVER**

COVER TYPE	LIMIT	POPULATION	PREMIUM
Inpatient			
Outpatient			
Funeral Cover			
<b>TOTAL INCLUSIVE OF TAXES</b>			

We undertake, if our tender is accepted, to place/provide medical insurance covers/services in accordance with the schedule rates and delivery dates specified herein above.

Name of signatory

-----

In the Capacity of Authorized Signature

-----

Company Rubber Stamp/Seal

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**SECTION 6 – 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 authorized representatives of the tenderer.
2. **Price Schedule Form** – The price schedule form must similarly be completed with the tender.

3. **Contract Form** – The Contract form shall not be completed by the tenderer at the time of submitting the tender. The contract form shall be completed after contract award and should incorporate the accepted contract price.
4. **Confidential Business Questionnaire Form** - This form must be completed by the tenderer and submitted with the tender documents.
5. **Tender Security Form** – When required in the tender document the tenderer shall provide the tender security either in the form included hereinafter or in another format acceptable to KURA.
6. **Performance Security Form** – The performance security form should not be completed by the tenderer at the time of tender preparation. Only the successful tenderer will be required to provide performance security in the form provided herein or in another form acceptable to KURA.

## CONTRACT FORM

This AGREEMENT made the day of \_\_\_\_\_ 20\_\_\_\_\_ between Kenya Urban Roads Authority of \_\_\_\_\_ (Country of Procurement entity) (hereinafter called KURA) of the one part and \_\_\_\_\_ (name of tenderer) of \_\_\_\_\_ (city and country of tenderer) (hereinafter called the tenderer) of the other part:

WHEREAS KURA invited tenders for the Medical Insurance Cover and has accepted a tender for the supply of the services in 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) KURA’s Notification of Award.
3. In consideration of payments to be made by KURA to the tenderer as hereinafter mentioned, the tenderer hereby covenants with KURA to provide the GPA cover and to remedy 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.
4. KURA 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 KURA)

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 29a), 2(b), or 2(c) whichever applies to your type of business.

You are advised that it is a serious offence to give false information on this FORM. Part 2(a) and (b)

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 .....Age.....  
 Nationality.....Country of Origin.....  
 Citizenship details .....

**Part 2(b) – Partnership**

Give details of partners as follows:-

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

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

Private or public .....  
 State the nominal and issued capital of the company –  
 Nominal Kshs .....  
 Issued Kshs .....

Give details of all directors as follows

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

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

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

**PERFORMANCE SECURITY FORM**

To: .....  
 (Name of procuring entity)

WHEREAS .....

(Name of tenderer)

Hereinafter called “the tenderer”) has undertaken, in pursuance of Contract No. \_\_\_\_\_  
 (reference number of the contract) dated \_\_\_\_\_2017 \_\_\_\_\_ to supply

.....  
 (Description of insurance services) (Hereinafter called “the Contract”)

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

THEREFORE WE hereby affirm that we are Guarantors and responsible to you, on behalf of the tenderer, up to a total of .....(*amount of the guarantee in words and figures 5% of contract amount*), and we undertake to pay you, upon your first written demand declaring the tenderer to be in default under the Contract and without cavil or argument, any sum of money within the limits of .....(Amount of guarantee) as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

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

**Signature and seal of the Guarantors**

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\_\_\_\_\_  
(Name of Bank of Financial Institution)

\_\_\_\_\_  
(Address)

\_\_\_\_\_  
(Date)  
(Amend accordingly if provided by Insurance Company)

**LETTER OF NOTIFICATION OF AWARD**

Address of Procuring Entity

\_\_\_\_\_  
\_\_\_\_\_

To \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

RE: Tender No. \_\_\_\_\_  
Tender Name \_\_\_\_\_

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

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1. Please acknowledge receipt of this letter of notification signifying your acceptance.
2. The Contract/Contracts shall be signed by the parties within 30 days of the date of this letter but not earlier than 14 days from the date of the letter.
3. You may contact the officer(s) whose particulars appear below on the subject matter of this letter of notification of award.

(FULL

PARTICULARS)

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**SIGNED FOR ACCOUNTING OFFICER**

**FORM RB 1  
REPUBLIC OF KENYA  
PUBLIC PROCUREMENT ADMINISTRATIVE REVIEW BOARD**

APPLICATION NO.....OF ..... 20.....

BETWEEN APPLICAN AND RESPONDENT (Procuring Entity)  
Request for review of the decision of the Kenya Urban Roads Authority of .....dated the  
.....day of .....20.....in the matter of Tender No.....of 20.....

**REQUEST FOR REVIEW**

I/We ....., the above named Applicant(s), of address:  
Physical address .....Fax No.....Tel  
No.....Email....., hereby request the Public

Procurement Administrative Review Board to review the whole/part of the above mentioned decision on the following grounds, namely:-

- 1.
- 2.
- etc

By this memorandum, the Applicant requests the Board for order/orders that:-

- 1.
- 2.
- Etc

SIGNED ..... (Applicant)  
Dated on .....day of ...../.....20.....

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**FOR OFFICIAL USE ONLY**

Lodged with the Secretary Public Procurement Administrative Review Board on .....day of  
.....20.....  
SIGNED

**Board Secretary**