



IGAD CLIMATE PREDICTION AND APPLICATIONS CENTRE (ICPAC)

TENDER NOTICE

TENDER NAME: PROVISION OF MEDICAL INSURANCE COVER FOR ICPAC STAFF

TENDER NUMBER: ICPAC/T/007/2019

TENDER DOCUMENT/SCHEDULE OF REQUIREMENTS

Date of Issue: 5th August 2019

Deadline Date of Submission: 6th September 2019 at 11.00 a.m

PERIOD OF INSURANCE COVER

Medical Insurance Cover provided will be for the period - JANUARY 2020 – DECEMBER 2020

Timetable

	Date	Time
Deadline for submitting the offer	6th September 2019	11.00 a.m.
Opening Tender	6th September 2019	11.30 a.m.
Estimated date in which the Evaluation will be completed and the contract awarded	27 th September 2019	
Estimated date in which the contractor will have to start its activity	27 th September 2019	

Content of the bid

The bid must contain a technical offer and a financial offer. The bid should be submitted in one original and one copy. **Electronic Submission will NOT be allowed.** The bids should be delivered in the following address before the deadline for submission:

Street Address: Kenya Meteorological Department Compound,
Ngong' Road, Dagoretti Corner,
P.O. Box 10304 - 00100, Nairobi, Kenya

City: *NAIROBI*

Country: *KENYA*

Telephone: +254- 704 470615

Electronic mail address: procurement@icpac.net/ cc ahusseini@icpac.net

Each bidder cannot present more than one offer. In case it does only the later will be evaluated.

Each tenderer can only be present in one consortium. In case a company is present in more than one consortium, the offer of all the consortiums in which the company is present will be excluded.

1. EVALUATION

The Purchaser will evaluate and compare the tenders which have been determined to be substantially responsive in accordance with the following criteria:

1.1 PRELIMINARY EXAMINATION

CONDITIONS TO BE MET BY THE INSURANCE COMPANY (UNDERWRITER)

- a) Must be registered with the Commissioner of Insurance for the current year and a copy of the current license be submitted.
- b) Must have done annual gross premiums in previous year of Kshs.10, 000,000.00.
- c) Must have paid up capital as specified in the applicable Insurance Act.
- d) Must give a list of 30 (thirty) reputable clients and the total clients premiums for the three previous years.
- e) Must submit a copy of the audited accounts for the three previous year
- f) Must have total number of management staff of at least **10** (No) Qualifications and Experience of key management staff. Attach recently signed CVs and provide Management organizational structure. Minimum qualification of Bachelors degree from recognized institutions and minimum relevant experience of (ten) 10 years
- g) Must submit copies of the following documents;
 - i. PIN Certificate
 - ii. Certificate of Registration/Incorporation
- h) Must be a member of the Association of Kenya Insurance (AKI)

- 1. TOTAL NUMBER OF PERSONS TO BE COVERED IS 96. (SEE LIST BELOW)**
- 2. INSURER WILL COVER ALL MEDICAL COSTS IN ADVANCE, MEMBERS WILL NOT BE REQUESTED TO PAY THEN REIMBURSED FOR ALL BENEFITS COVERED BY THE INSURER.**
- 3. INSURER WILL COVER 100% OF THE COST OF ALL BENEFITS OFFERED.**

1.2 FINANCIAL EVALUATION

S.No.	Criteria	Maximum Score
1.	Cost of Insurance Covers as per the Schedules provided. Provide the risk & benefits notes.	100
	TOTAL	100

2.0 SCHEDULE OF REQUIREMENTS

Table I: SCHEDULE OF REQUIREMENTS

NO	POLICY/COVER TYPE	BENEFITS/LIMIT (OPTIONS DIFFERENT CATEGORIES e.g. GOLD/SILVER) PROVIDE LIMITS FOR ALL CATEGORIES OFFERED.	REMARKS
1.	In-patient cover		
2.	Out-patient cover		
3.	Maternity cover		
4.	Dental cover		
5.	Optical cover		
6.	Last expense		
7.	Chronic illnesses		
8.	Evacuation Rescue and emergency		
9.	International travel		

Table 2: SCHEDULE OF REQUIREMENTS (TO BE COMPLETED BY ALL TENDERERS)

NO	POLICY/COVER TYPE	Benefits offered by the Tender (Insurance Company)/Risk Notes	REMARKS
1.	In-patient cover		
2.	Out-patient cover		
3.	Maternity cover		
4.	Dental cover		
5.	Optical cover		
6.	Last expense		
7.	Chronic illnesses		
8.	Evacuation Rescue and emergency		
9.	International travel		

3.0 CONTRACT FORM

THIS AGREEMENT made the _____ day of _____ 20____ between [name of Procurement entity] of _____ [country of Procurement entity] (hereinafter called “the Procuring entity”) of the one part and _____ [name of tenderer] of _____ [city and country of tenderer] (hereinafter called “the tenderer”) of the other part:

WHEREAS the Procuring entity invited tenders for the medical insurance cover and has accepted a tender by the tenderer for the supply of the services in the sum of _____ [contract price in words in figures] (hereinafter called “the Contract Price”).

NOW THIS AGREEMENT WITNESSTH AS FOLLOWS:-

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Agreement, viz:
 - (a) the Tender Form and the Price Schedule submitted by the tenderer;
 - (b) the Schedule of Requirements
 - (c) the Details of cover
 - (d) the General Conditions of Contract
 - (e) the Special Conditions of Contract; and
 - (f) the Purchaser’s Notification of Award
 - (g) the minutes of negotiations
3. In consideration of the payments to be made by the Procuring entity to the tenderer as hereinafter mentioned, the tenderer hereby covenants with the Procuring entity to provide the GPA cover and to remedy defects therein in conformity in all respects with the provisions of the Contract.
4. The Procuring entity hereby covenants to pay the tenderer in consideration of the provision of the services and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the contract at the times and in the manner prescribed by the contract.

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

Signed, sealed, delivered by _____ the _____ (for the Procuring entity)

Signed, sealed, delivered by _____ the _____ (for the tenderer) in the presence of _____

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 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 the Purchaser 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 service provider in the performance of the Contract.

3.4.2 The Service provider shall not, without the Purchaser prior written consent, make use of any document or information enumerated in paragraph 2.4.1 above.

3.4.3 Any document, other than the Contract itself, enumerated in paragraph 2.4.1 shall remain the property of the 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 Service provider 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 Performance Security

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

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

3.6.3 The performance security shall be denominated in the currency of the Contract, or in a freely convertible currency acceptable to the Procuring entity and shall be in the form of:

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

3.6.4 The performance security will be discharged by the Procuring entity 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 the procuring entity in the schedule of requirements and the special conditions of contract.

3.8. Payment

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

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

3.9. Prices

3.9.1 Prices charges 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 the Purchaser'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 the procuring entity 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 the Purchaser's prior written consent.

3.11. Termination for Default

3.11.1 The Procuring entity 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 the Procuring entity.
- (b) If the Service provider fails to perform any other obligation(s) under the Contract

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

3.11.2 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 un-delivered and the Service provider shall be liable to the Procuring entity 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 The Procuring entity may at any time terminate the contract by giving written notice to the Service provider if the service provider becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the service provider, 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.

3.13. Termination for Convenience

3.13.1 The Procuring entity by written notice sent to the service provider 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 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 the procuring entity 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 The procuring entity 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

3.1.1 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.

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

Special Conditions of Contract as relates to the General Conditions of Contract

Reference of general conditions of contract	Special condition of contract
3.6 Performance security	Not applicable.
3.7 Delivery of Services	Services to be offered as described in the schedule in the schedule of requirements.
3.8 Payment	As per Insurance Act
3.9 Price adjustment	Not Applicable unless occasioned by changes in the Laws of Kenya
3.16 Applicable law	Laws of Kenya.
3.18 Notices	<p>CLIENT:</p> <p>Director IGAD Climate Prediction and Applications Centre, Kenya Meteorological Department Compound, Ngong' Road, Dagoretti Corner, P.O. Box 10304 - 00100, Nairobi, Kenya Tel: +254- 20- 3514426. E-Mail: director@icpac.net Website: http://www.icpac.net</p> <p>INSURANCE BROKER:</p>

PERSONS TO BE COVERED

No.	Surname	Date Born
1	PRINCIPLE	7/3/1976
2	DEPENDANT	7/12/1973
3	PRINCIPLE	5/29/1971
4	DEPENDANT	1/1/1975
5	DEPENDANT	6/3/2001
6	DEPENDANT	12/27/2005
7	DEPENDANT	10/31/2009
8	DEPENDANT	9/17/2003
9	PRINCIPLE	7/23/1949
10	PRINCIPLE	6/26/1960
11	DEPENDANT	1/1/1984
12	PRINCIPLE	9/11/1967
13	DEPENDANT	8/5/1967
14	DEPENDANT	11/7/1997
15	DEPENDANT	1/1/2000
16	DEPENDANT	1/1/2005
17	DEPENDANT	1/1/2009
18	PRINCIPLE	10/12/1958
19	DEPENDANT	12/22/1962
20	DEPENDANT	6/19/1991
21	DEPENDANT	8/13/1995
22	PRINCIPLE	5/18/1988
23	PRINCIPLE	1/1/1987
24	PRINCIPLE	9/15/1974
25	PRINCIPLE	10/25/1959
26	PRINCIPLE	9/9/1977
27	DEPENDANT	8/25/1982
28	DEPENDANT	11/20/2007
29	DEPENDANT	6/25/2010
30	PRINCIPLE	10/22/1979
31	PRINCIPLE	3/2/1984
32	DEPENDANT	11/16/1980
33	DEPENDANT	12/9/2007
34	DEPENDANT	5/1/2011
35	PRINCIPLE	11/18/1985
36	DEPENDANT	12/12/1978
37	DEPENDANT	7/4/2012

38	PRINCIPLE	12/12/1964
39	DEPENDANT	3/7/1997
40	PRINCIPLE	7/7/1976
41	PRINCIPLE	10/1/1953
42	PRINCIPLE	9/8/1976
43	PRINCIPLE	2/22/1972
44	DEPENDANT	8/23/1979
45	DEPENDANT	9/21/2011
46	DEPENDANT	5/4/2014
47	PRINCIPLE	11/5/1959
48	DEPENDANT	1/21/1958
49	DEPENDANT	4/13/1993
50	DEPENDANT	11/22/1995
51	PRINCIPLE	2/13/1975
52	PRINCIPLE	1/1/1963
53	DEPENDANT	10/23/1977
54	DEPENDANT	5/2/2011
55	DEPENDANT	3/16/2012
56	DEPENDANT	3/7/2015
57	PRINCIPLE	7/28/1987
58	PRINCIPLE	8/1/1962
59	DEPENDANT	4/20/1968
60	DEPENDANT	12/11/1992
61	DEPENDANT	4/29/1995
62	DEPENDANT	3/26/1998
63	PRINCIPLE	8/17/1985
64	PRINCIPLE	6/14/1985
65	PRINCIPLE	4/23/1980
66	PRINCIPLE	1/20/1950
67	PRINCIPLE	11/19/1981
68	PRINCIPLE	7/6/1956
69	DEPENDANT	3/23/1991
70	PRINCIPLE	8/28/1985
71	DEPENDANT	7/28/2008
72	PRINCIPLE	8/9/1986
73	PRINCIPLE	5/17/1980
74	DEPENDANT	1/30/1981
75	DEPENDANT	3/21/2006
76	DEPENDANT	3/27/2011
77	PRINCIPLE	11/10/1968
78	PRINCIPLE	8/17/1971
79	DEPENDANT	6/26/1972
80	DEPENDANT	10/3/1997
81	DEPENDANT	3/31/2004

82	DEPENDANT	5/24/2010
83	PRINCIPLE	8/4/1975
84	DEPENDANT	10/12/1981
85	DEPENDANT	12/26/2009
86	DEPENDANT	1/22/2014
87	PRINCIPLE	11/4/1980
88	PRINCIPLE	11/26/1955
89	DEPENDANT	7/30/1947
90	PRINCIPLE	3/9/1955
91	DEPENDANT	9/6/2008
92	PRINCIPLE	6/10/1964
93	PRINCIPLE	7/12/1957
94	DEPENDANT	3/3/1962
95	DEPENDANT	3/15/2001
96	DEPENDANT	7/6/1999