NATIONAL BIOSAFETY AUTHORITY

TENDER NO. NBA/01/2017-2018

TENDER FOR PROVISION OF MEDICAL INSURANCE COVER (INPATIENT & OUTPATIENT)

(Bidder to print this entire document fills in all required information, attach all other required document including the price schedule that should be fully completed and submitted)

CLOSING DATE 5TH JULY 2017 AT 11 .30AM

P.O. BOX 28251-00100
NAIROBI
TEL: 0202642920
Email: nbaprocurement@biosafetykenya.go.ke /info@biosafetykenya.go.ke

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SECTION I: INVITATION TO TENDER

TENDER FOR PROVISION OF MEDICAL INSURANCE COVER (Inpatient & Outpatient)

FOR STAFF IN-PATIENT & OUTPATIENT MEDICAL COVER

TENDER NO. NBA/01/2017-2018

Introduction:

National Biosafety Authority invites sealed tenders from eligible Insurance **Underwriting** Company for Provision of Staff In-patient and out-patient Medical Cover. Interested Tenderers must submit proof/certificates that they meet the following criteria and information on which evaluation will be based on:

1. Fully completed Business Questionnaire provided herein
2. Copy of certificate of Registration
3. Copy of the Certificate of Incorporation/ Current Trade License
4. PIN/VAT Certificate
5. A Current Tax Compliance certificate to confirm that the bidder has fulfilled its obligation to pay taxes
6. Duly Certified (signed/certified by auditor) Financial and Audited accounts for the last 2 years must be submitted (2016, 2015 or 2014 but preferably 2015 & 2016 or all 3 years)
7. Company Profile copy with adequate details of your firm, assignment personnel, experience in the relevant field, demonstration of capacity
8. Submit list of at least 3 major organizations/institutions your firm has carried out similar assignments for in the last 2 years- reference letters will be an added advantage
9. Submit a comprehensive list of accredited hospitals in Kenya that can be accessed by Board staff around the country
10. Be currently (2016/2017) registered with Insurance Regulatory Authority (IRA).
11. Provide evidence of Slip/Cover Notes for Medical Cover
12. Provide letter from the Insurance Regulatory Authority (IRA) that Reinsurance arrangements are in place for the Medical Cover
13. Bidders must submit a summary of how they intend to perform the assignment (work/operation plan).

14. Must submit letters confirming credit facilities for the last one year (2016/2017) from at least 5 reputable hospital
15. Details/Scope of Covers to be offered including indication of the basic premium, training levy, compensation fund, stamp duty, any special clauses, discounts, excess payable, extension clauses, warranties etc. This information or proposal will demonstrate to the Authority the bidders understanding of the Boards requirement.
16. Annual Premium Payable must be inclusive of all taxes, must be in Kenya Shillings and shall remain valid for 90 days from the closing date stated in the Request for Quotation Form and Invitation Letter

Bidders to note that the Authority may consider payment on a pro rata basis or full year.

The contract will be for a period of one (1) year but with an option to extend dependent on the successful bidder(s) performance and other circumstances

Interested candidates may obtain complete tender document free of charge from our website www.biosafetykenya.go.ke or IFMIS supplier portal (http://supplier.treasury.go.ke). And forward company details to info@biosafetykenya.go.ke or nbaprocurement@biosafetykenya.go.ke to facilitate subsequent clarifications and/or addendum.

Bidders are invited to submit all above mentioned documents and information. Completed bid documents enclosed in plain sealed envelopes and clearly marked with the tender number, tender name should be addressed and sent to:

Chief Executive Officer
National Biosafety Authority
Commission for University Education
Red Hill Road, off Limuru Road, Gigiri
P.O. Box 28251 – 00100, Nairobi, Kenya

Or be deposited in the Tender Box located at the reception of National Biosafety Authority offices at Commission for University Education by **5th July 2017 at 11.30am**

All Tenders must be submitted in one (1) original and two (2) copies, properly filled in, and enclosed in plain sealed envelopes. They must be delivered to the address above, on or. Tenders will be opened immediately thereafter on 5th July 2017 at 11.30 Am in the presence of the candidates representatives who choose to attend in the Board's boardroom located within the same Building as above.

Late or incomplete Tenders shall not be accepted.

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 Invitation to Tender. Successful tenderers shall provide the services for the stipulated duration from the 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 specially allowed under section 131of 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 goods under this Invitation for tenders.

2.1.4 Tenderers involved in 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 procuring entity shall allow the tenderer to review the tender document free of charge.

2.3 Contents Tender Document

2.3.1 The tender document comprises the documents listed below and issued in accordance with clause 2.5 of these instructions to

Tenderers

1. Invitation to Tender
2. Instructions to tenderers
3. General Conditions of Contract
4. Special Conditions of Contract
5. Schedule of requirements
6. Details of Insurance Cover
7. Form of Tender
8. Price/Premium Schedules
9. Confidential Business Questionnaire
10. Contract Form

12. Insurance Company's Authorization Form

13. Declaration Form

14 Letter of Notification

2.3.2 The Tenderer is expected to examine all instructions, forms, terms, and specifications 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 Documents

2.4.1 A prospective tenderer requiring any clarification of the tender document may notify the Procuring entity in writing or by post at the entity's address indicated in the Invitation to Tender. 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 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 prospective tenderers that have received the tender document.

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 shall not exceed 15%

2.5 Amendment of 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 candidates that have received and downloaded the tender documents will be notified of the amendment in writing or 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 Tender

2.6.1 The tender prepared by the tenderer, as well as all correspondence and documents relating to the tender exchange by the tenderer and the

Procuring entity, shall be written in English language, provided that 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 of Tender

2.7.1 The tender prepared by the tenderers shall comprise the following components

1. A Tender Form and a Price Schedule completed in accordance to the tender documents

2. Documentary evidence established in accordance with paragraph 2.2 that the tenderer is eligible to tender and is qualified to perform the contract if its tender is accepted;

3. Declaration Form

2.8 Form of Tender

2.8.1 The Tenderer shall complete the Tender form and the appropriate Price Schedule furnished in the Tender documents, indicating the price quoted for the premium

2.9 Tender Prices

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

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

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

2.9.4 The validity period of the tender shall be 120 days from the date of opening of the tender.

2.9.5 Underwriters must also observe the Insurance Act and declared rates when quoting for the respective policies as required by the Insurance regulatory Authority

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 qualification to perform the contract if it's tender is accepted.

2**.11.2** The documentary evidence of the tenderer's qualification to perform the contract if its tender is accepted shall establish to 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 120 days after the date of tender opening pursuant to paragraph 2.18. 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 Tender

2.13.1 The Tenderer shall prepare an original and copy of the tender, clearly marking each "ORIGINAL TENDER" and "COPY OF TENDER," as appropriate. In the event of any discrepancy between them, the original shall prevail.

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

2.13.3 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.

2.14 Sealing and Marking of Tenders

2.14.1 The Tenderer shall seal the original and each copy of the tender in separate envelopes, duly marking the envelopes as "ORIGINAL" and "COPY." The envelopes shall then be sealed in an outer envelope.

2.14.2 The inner and outer envelopes 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 for Tenders and the words, **"DO NOT OPEN BEFORE," 5th July 2017**

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

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

2.15 Deadline for Submission of Tenders

2.15.1 Tenders must be received by the Procuring entity at the address specified under the Tender Notice not later than 5th July 2017**.**

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 therefore 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 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 e mail 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 specified by the tenderer on the Tender Form. Withdrawal of a tender during this interval may result in the Tenderer's forfeiture of its tender security, pursuant to paragraph 2.12.7

2.17 Opening of Tenders

2.17.1 The Procuring entity will open all tenders in the presence of tenderers' representatives who choose to attend *and* in the location specified in the Invitation to Tender. The tenderers' representatives who are present shall sign a register evidencing their attendance.

2.17.2 The tenderers' names, tender modifications or withdrawals, tender prices, discounts and the presence or absence of requisite tender security and such other details as the 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 and will have made the request.

2.18 Clarification of Tenders

2.18.1 A Candidate making inquiries of the tender documents may notify the procuring entity by email (info@nationalbiosafety.go.ke or nbaprocurement@nationalbiosafety.go.ke) 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 four (3) days prior to the deadline for the submission of the tenders, prescribed by the procuring entity. Written copies of the Procuring entities of inquiry) will be sent to all candidates who have been confirmed as having received the tender documents.

2.18.2 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.

2.18.3 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 quantify, 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

2.19.3 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, pursuant to paragraph 2.20 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 non-conformity.

2.20 Conversion to Single Currency

2.20.1 Where other currencies are used, the procuring entity will convert these 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, pursuant to paragraph 2.20

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;

2.21.4 The tender processing committee shall evaluate the tender within 14 days from the date of opening the tender.

2.22 Contacting the Procuring entity

2.22.1 Subject to paragraph 2.19 no tenderer shall contact the Procuring entity on any matter related 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 Tenderer's tender.

2.23 Post qualification

2.23.1 The procurement 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 Subject to paragraph 2.29 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 award, the tenderer shall have the following:-

a) Necessary qualification, 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 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 constitute the formation of the

Contract subject to signing of the contract between the tender 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 other tenderers that their tenders have not been successful.

2.27.2 Within fourteen (14) days of receipt of the Contract Form, the successful tenderer shall sign and date the contract and return it to the 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 30 days 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 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 In-patients/Outpatients Medical Insurance Services** shall complement supplement or amend the provisions of the instructions to tenderers. Wherever there is a conflict between the provision 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.

Instructions to Tenderers

(I) Provisions in the Appendix to instructions to Tenderers

Instruction to tender reference	Particulars to Appendix to instructions to Tenderers Tenderers
Expected service	Provision of In-patient and Out-Patients Medical Insurance Cover **Indicate eligible Tenderers: Only for underwriting** Companies Licensed by the IRA to transact Medical Insurance Business.
Number of Copies Tender Documents Required	One original and 1 replica copy properly bound.
Day, date and time of tender closing	**5th July 2017 11.30am**
Bulky documents	Completed tender documents are to be submitted in the manner indicated in the Invitation Letter.
Tender opening	**5th July 2017 11.30am**

The evaluation criteria	See a ***Draft Evaluation Schedule pg. 22*** for bidders' information. Bidders may note that the allocation of marks for each criteria is only a guideline. Bidders are advised to countercheck their submissions before handing in their bid documents. To ease evaluation, ease reference and verification by the evaluation committee bidders are requested to have an index and bind the documents accordingly

CRITERIA OF EVALUATION

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

DRAFT EVALUATION CRITERIA & SCORE ASSIGNEMENT SHEET FOR PROVISION OF MEDICAL INSURANCE - TENDER NO. NBA/01/2017/2018

A	**Mandatory document**	
	EVALUATION CRITERIA	**MAXIMUM EXPECTED SCORE**
1	Completed & signed Request for Quotation Form with total premiums quoted for	
2	Copy of certificate of registration	
3	Completion of Business Questionnaire	
4	Submission of PIN certificate & VAT Certificate	
5	Submission of Incorporation/current trade license	
6	Current Tax Compliance Certificate	
	At this stage, the tenderer's submission will either be responsive in the entire mandatory (MR) requirement above or non-responsive. The non-responsive submissions will be eliminated from the entire evaluation process and will not be considered further.	

B	**TECHNICAL EVALUATION**	
1	RELEVANT EXPERIENCE Three years and above (from the day of registration)6 marks below three years 6/3X number of years	6
2	Must be registered with the Insurance Regulatory Authority for the year 2016/2017 and a copy of the current license be submitted.	5
3	Must be a current member of the Association of Kenya Insurers (AKI). Please provide copy of membership certificate.	5
4	Extensive and Comprehensive Network of Service Providers and Facilities within Kenya (Attach list) 1- 15 Counties 5 mks 16-30 Counties 10mks Over 30 Counties 15mks (Attach list)	15
5	Must Cover the following conditions in both In-patient and Out-patient I. Chronic II. Congenital III. Pre-existing IV.Ambulance and air evacuation V. HIV/AIDS VII. Ante-natal visit VIII. Dental IX. Optical	5

	X. Maternity	
6	Duly Certified (signed/certified by auditor) Financial and Audited accounts for the last 2 years must be submitted (2016,2015 or 2014 but preferably 2015 & 2016 or all 3 years)	5
5	Medical Cover must be both In-patient and Out-patient as one package under one underwriter and no co-sharing.	3
6	Must submit letters confirming credit facilities for the last one year (2016/2017) from at least 5 of the following hospitals: i. Nairobi Hospital ii. Mater Hospital iii. MP. Shah hospital iv. Kenyatta National Hospital v. Karen Hospital vi. Aga khan Hospital vii. Gertrude's Hospital viii. Avenue Hospital	5
7	Submission of Company profile copy with adequate details of your firm and experience in similar fields- adequate information will provide a demonstration of capacity to undertake the services besides the financials	3
8	Submit list of at least 3 major organizations/institutions your firm has carried out similar assignments for in the last 2 years and prove through reference letters	4
9	Provide Audited Accounts for 2016,2015 and 2014 with Premium for Medical cover of Ksh 15 Million per year	3
10	Facilitate Health Talks every quarter	3
11	Medical check for Principal members	5
12	Provide details on scope of cover as follows	20

	I. Indicate in detail how the cover will be administered II. Full details of what the cover excludes III. Dependants eligibility IV. Outpatient Cover content as per table provided V. Inpatient cover content as per table provided VI. Critical Illness cover limits to match inpatient cover (100%) VII. Dental inpatient cover limits(please indicate) V111. Optical inpatient cover limits(please indicate) X. Maternity Cover Limits XI. All costs including administrative costs XII. Full details of medical cover for members while on duty outside Kenya and exclusions that are applicable XIII. Admission of new and exit of members into the cover XIV. All limits of liability must be clearly indicated XV. Other additional benefits under the cover	
13	Provide a list of current largest clients whose Total Premium is not less than Ksh 20 Million (NBA reserves the right to confirm directly with these firms)	3
14	Final Price/Premium Offer	10
	TOTAL SCORE (%)	**100**

FINANCIAL EVALUATION

At this stage, the bidder who has passed the technical evaluation stage and has quoted the lowest total price (inclusive of all taxes and discounts) for the provision of the services shall be awarded the tender.

SECTION III - GENERAL CONDITIONS OF CONTRACT

3.1. Definitions

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

"The Contract" means the agreement entered into between the National Biosafety Authority 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.

"The Contract Price" means the price/premium payable to the tenderer under the Contract for the full and proper performance of its contractual obligations

"The Services" means services to be provided by the tenderer including any documents, which the tenderer is required to provide to the National Biosafety Authority under the Contract.

"The Procuring entity" means the organization procuring the services under this Contract

"The Contractor" means the organization or firm providing the services under this Contract.

"GCC" means the General Conditions of Contract contained in this section.

"SCC" means the Special Conditions of Contract

"Day" means calendar day

3.2. Application

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

3.3. Standards

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.

The Contractor shall not, without the Procuring entity's prior written consent, make use of any document or information enumerated in paragraph 2.4.1 above.

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

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.

3.7. Delivery of services and Documents

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

3.8. Payment

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

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 contractor

3.9. Prices

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.

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

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

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

3.10. Assignment

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.

3.11. 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 Contractor terminate this Contract in whole or in part:

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.

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

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

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 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.

3.12. Termination for Insolvency

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.

3.13. Termination for Convenience

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.

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.

3.14 Resolution of Disputes

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

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

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

3.17 Force Majeure

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

3.18 Notices

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.

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

SECTION IV - SPECIAL CONDITIONS OF CONTRACT

Bidders must confirm in writing here below that they possess the necessary capacity and capability to perform the contract.

CONFIRMATION

The following documentary evidence in support of the aforesaid must be submitted together with the tender documents:-

Valid copy of certificate of registration duly certified by the relevant authority.

Company profile.

SECTION V - SCHEDULE OF REQUIREMENTS

Introduction:

National Biosafety Authority seeks to engage an Insurance Underwriting Company to provide staff in-patient & outpatient Medical Insurance Cover as per the details provided below in fulfillment of its obligations under the Employment Act that requires every employer to make provision for sufficient medical attention to employees.

The Objective

The purpose of the Tender is to select a Medical Insurance Provider licensed by Insurance regulatory Authority (IRA) to underwrite medical insurance business, to provide a Medical Insurance Cover for the categories of Staff named here below.

Scope

The cover is for National Biosafety Authority staff. The Insurance sought is intended to cover Principal Members and shall be on family shared basis covering the Principal member, spouse, and four dependent children less than 18 years of age and up to a maximum of twenty-five (25) years of age if still in school.

The successful Medical Insurance Provider shall enter into a one (1) year contract, renewable upon satisfactory performance.

1. Terms of reference

i. Structuring and obtaining optimum policy cover from the Medical Service Provider in accordance with the tender submitted;
ii. Arrange the immediate placement of our risk with the Medical Service Provider and undertake a periodic technical rating of such Medical Service Provider, and advise National Biosafety Authority accordingly;
iii. Provide prompt and satisfactory service on the general management of the Medical Scheme policy, correspondence and claim review meetings;
iv. Analyze, review, and scrutinize the Policy Document and any Endorsements there-in prior to forwarding to National Biosafety Authority.
v. If the entire policy document is found to be satisfactory, such document to be deposited with the Chief Executive Officer not later than fifteen (15) days of inception of cover;
vi. Ensure preparation of monthly claims bordereaux which must be submitted to National Biosafety Authority By the 5th of the following month;
vii. Arrange quarterly meetings to review performance of the policy by 15th of the following quarter;
viii. Negotiate with the qualified Underwriter any other pertinent aspects of the policy that may arise during the term of the policy;
ix. Provide appropriate Medical Scheme improvement recommendations;
x. Such other services as may be related or ancillary to the due performance of the above work

2. EXPECTED COVER DETAILS/SCOPE

2.1Area of Geographical Coverage

a) Staff

The following are the geographical and statistical area of coverage:

National Biosafety Authority station	Employee	Child	Spouse	Total
Nairobi /HQ	32	54	25	111
Nairobi/JKIA	1	3	1	5
Busia/Malaba	1	-	-	1
Mombasa	2	-	-	2
Namanga	2	2	1	5
TOTAL	38	59	27	124

b) Medical Services Providers

The bidders are required to complete the matrix below (Schedule I) which shall be the basis for evaluation criteria and attach list of the service providers indicating the names, specialty and County location as an annex.

SCHEDULE I

	Location in Kenya (47 -County)	**No. of Hospitals**	**No. of Chemists**	**No. of General Practitioners**	**No. of Specialist**	**No of Labs and X- Ray**
1	Baringo					
2	Bomet					
3	Bungoma					
4	Busia					
5	Elgeyo Marakwet					
6	Embu					

7	Garissa					
8	Homa Bay					
9	Isiolo					
10	Kajiado					
11	Kakamega					
12	Kericho					
13	Kiambu					
14	Kilifi					
15	Kirinyaga					
16	Kisii					
17	Narok					
18	Nyamira					
19	Nyandarua					
20	Nyeri					
21	Samburu					
22	Siaya					
23	Taita Taveta					
24	Tana River					
25	Tharaka-Nithi					
26	Trans Nzoia					
27	Turkana					
28	Uasin Gishu					
29	Vihiga					
30	Wajir					
31	West Pokot					
32	Kisumu					
33	Kitui					
34	Kwale					
35	Laikipia					
36	Lamu					
37	Machakos					
38	Makueni					
39	Mandera					
40	Marsabit					

41	Meru					
42	Migori					
43	Mombasa					
44	Murang'a					
45	Nairobi					
46	Nakuru					
47	Nandi					

3. Eligibility

The proposed scheme shall cover all permanent employees as well as those on contract terms of service. It shall also cover the employee's spouse and dependent children below the age of 25 years.

(i) The total number of employees per category of staff is as follows:-

CATEGORY	**DESCRIPTION**	**TOTAL PER CATEGORY**
NBA 1	CEO	1
NBA 2	Directors	3
NBA 3	Chief Officers	1
NBA 4	Principal Officers	1
NBA 5	Senior Officers	1
NBA 6	Officers 1	9
NBA 7	Officers 11	14
NBA 8	Officers 111	1
NBA 9	Support 1	2
NBA 10	Support 11	5
NBA 12	Support IV	1
NBA 14	Support V	1

(ii) The total number of beneficiaries (spouse & children) per category is as follows:-

CATEGORY	CHILDREN PER CATEGORY	SPOUSES PER CATEGORY	TOTAL
NBA 1	3	1	4
NBA 2	6	2	8
NBA 3	3	1	5
NBA 4	3	1	4
NBA 5	3	1	4
NBA 6	9	5	14
NBA 7	19	11	30
NBA 8	2	1	3
NBA 9	5	2	7
NBA 10	6	2	8
NBA 12	2	1	3
NBA 14	0	0	0

(iii) Employee Average Age is as indicated below:

RANGE	NUMBER OF STAFF	PERCENTAGE	AVERAGE AGE
Between 21 and 25	2	5%	23
Between 26 and 30	6	16%	28
Between 31 and 35	16	42%	33
Between 36 and 40	8	21%	38
Between 41 and 45	4	8%	43
Between 46 and 50	1	3%	48
Between 51 and 55	3	5%	53
More Than 55	-	-	-

4. Duration of the Contract

The contract shall be valid for 1(one) year, **renewable** for another 1(one) year subject to satisfactory performance

5. Scope of Proposed Medical Services

5.1 **Inpatient/Hospitalization Cover**

Inpatient cover will include the following services whose **limits should only be restricted to the**

Inpatient entitlement;

- Administration of Hospital Admission process
- Applicable ward Bed
- Major Operations
- Minor Operations
- Doctors' fees -(physician, surgeon & Anesthetist)
- HDU and ICU charges
- Theatre charges
- Drugs/Medicines, dressings and internal surgical appliances
- Medical Appliances (Hearing Aids, Glucometer, Insulin delivery devices, Urine Catheters & Accessories e.t.c.)
- Radiology X-ray, ultrasound, ECG and computerized Tomography, MRI scans
- Radiotherapy and chemotherapy
- Pathology (laboratory) fees
- Post Hospitalization
- Access to medical specialists while admitted.
- Inpatient physiotherapy
- Chronic Illness coverage
- Gynecological treatment.

- In patient Ophthalmic cover
- Accommodation for adults whose children of below 12 years of age or invalids. Are admitted in Hospital Day care, day surgery Admission (includes dental, optical, gynecological as well as all other services).
- In- patient dental cover
- Mental and other related illnesses.
- Treatment for alcoholism and drug addictions (employee only and acquired during employment term).
- Inpatient Psychiatric Treatment
- Palliative care
- Provision of Maternity benefits including Caesarian section.
- Optical expenses arising from disease or accidents.
- Treatment of Elective surgery i.e. pre-arranged
- HIV/AIDS cover (conventional, accepted, recognized treatment).
- Cancer cover
- Cost of medical circumcision
- Congenital conditions
- Pre-existing conditions
- Any other service not included above but may be mutually agreed upon from time to time

5.2 Outpatient Cover

Out-patient cover will cover the following services whose limits should only be restricted to the outpatient entitlement;

- Routine outpatient treatment including consultations (GPs and Specialists, laboratory and radiology services
- Physiotherapy treatment
- Diagnostic X-Ray and Laboratory Tests
- Radiology X-ray, ultrasound, EEG, ECG and computerized Tomography, MRI scans
- Prescribed drugs/medicines.
- Dental Services
- Optical services (Frames, lenses (on ophthalmologist prescription only), contact lenses, bi-focal lenses, Visual examination.
- Referrals to Specialists (Pediatricians, Obstetricians, gynecologists, lactation specialists, neonatologists, Orthopedic doctors, dermatologists, E.N.T. doctor's e.t.c.)
- Counseling services. (Psychologist, Psychiatrist and Psychiatric treatment)
- Baby vaccinations for babies from Birth to 5 years as listed below:-
    a. BCG – Tuberculosis
    b. HEP B – Hepatitis B
    c. HIB – Meningitis (Haemophilus influenza type b)
    d. OPV – Oral Polio Vaccine
    e. MMR – Measles Mumps Rubella
    f. IPV – Injectable Polio Vaccine
    g. DTaP – Diphtheria Tetanus acellular Pertussis

h. DT – Diphtheria Tetanus
i. ROTA Virus

- ❖ Maternity services i.e. Anti and Post Natal
- ❖ HIV/AIDS cover (Voluntary counseling and testing and other related treatments)
- ❖ Chiropractor upon referral & approval
- ❖ Health Education (wellness programmers)
- ❖ Annual pap smear and breast checks for female members and dependents at the available credit facilities on.
- ❖ Annual prostrate checks for male members and dependents
- ❖ Travel Vaccines covered for employee only
- ❖ Hearing aids covered upon referral
- ❖ Postnatal care up to six weeks post-delivery;

Particulars/requirements of medical scheme cover:

The bidder is expected to provide the following:-

- Full details of what the cover provides
- Eligible expenses included in the in-patient cover
- Eligible expenses included in the out-patient cover
- Full details of cover exclusions i.e. give specific details of each excluded condition
- Dependents eligibility
- Maternal Cover per family for Normal and Caesarian

- Hospital accommodation- who qualifies for private or general?
- Optical and Dental covers

❖ **NB: The costs for each of the above should be shown separately. The bid should comprise proposed medical scheme type indicating the benefits and associated costs.**

5.3 Cover Options & Financial Proposals

Bidders shall be required to quote for all two Cover options for each category of staff as indicated in the table below: -

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Bidders shall be required to quote for all two Cover options for each category of staff as indicated in the table below: -

Category	DESCRIPTION	Inpatient Annual (Kshs) Cover Option (i) Limit	Premiums	Outpatient Annual (Kshs) Cover Option (ii) Limit	Premium	Last Expenses Annual (Kshs) Cover Option (iii) Limit	Premium	Last Expenses Annual (Kshs) Cover Option for dependants (vi) Limit	Premium
NBA 1	CEO	3,000,000		400,000		200,000		50,000	
NBA 2	Directors	2,500,000		250,000		200,000		50,000	
NBA 3	Chief	2,000,000		200,000		150,000		50,000	
NBA 4	Principal	2,000,000		200,000		150,000		50,000	
NBA 5	Senior	1,500,000		150,000		100,000		50,000	
NBA 6	Officers 1	1,500,000		150,000		100,000		50,000	
NBA 7	Officers 11	1,000,000		100,000		100,000		50,000	
NBA 8	Officers 111	1,000,000		100,000		100,000		50,000	
NBA 9	Support 1	1,000,000		100,000		100,000		50,000	
NBA 10	Support 11	1,000,000		100,000		100,000		50,000	
NBA 12	Support IV	1,000,000		100,000		100,000		50,000	
NBA 14	Support V	1,000,000		100,000		100,000		50,000	

BOARD MEMBERS (COVER PRINCIPLE ONLY)

ITEM	NO	Inpatients cover limit		Out patients cover limits		Last expenses (principal only)	
Board members	**7 Board members**	**2,000,000**		**100,000**		**100,000**	

5.3 Cover Options & Financial Proposals – Other Benefits

Bidders shall be required to quote for all two Cover options for each category of staff as indicated in the table below: -

CATEGORY	DESCRIPTION	Optial Annual (Kshs) Cover Option (i) Limit	Premiums	Dental Annual (Kshs) Cover Option (ii) Limit	Premium	Maternity Annual (Kshs) Cover Option (iii) Limit	Premium
NBA 1	CEO	40,000		40,000		150,000	
NBA 2	Directors	25,000		25,000		150,000	
NBA 3	Chief Officers	25,000		25,000		150,000	
NBA 4	Principal Officers	25,000		25,000		150,000	
NBA 5	Senior Officers	25,000		25,000		150,000	
NBA 6	Officers 1	25,000		25,000		150,000	
NBA 7	Officers 11	25,000		25,000		150,000	
NBA 8	Officers 111	25,000		25,000		150,000	
NBA 9	Support 1	25,000		25,000		150,000	
NBA 10	Support 11	25,000		25,000		150,000	
NBA 12	Support IV	25,000		25,000		150,000	
NBA 14	Support V	25,000		25,000		150,000	
BOARD MEMBERS							
ITEM	NO	OPTICAL LLIMIT		DENTAL LIMITS		NO MATERNITY	
Board Members	7	30,000		25,000			

8. Section F - Methodology/ Design of Services

8.1 Administration of the Scheme

(i) In addition to the Service Provider's core values, National Biosafety Authority 's core values shall be upheld and adhered to by the bidders at all times. They are:

(a) Integrity
(b) Professionalism
(c) Team Spirit
(d) Safety Culture

(ii) The firm shall ensure that services are provided to employees and their beneficiaries with as little paper work and inconvenience as possible.

(iii) The Bidder shall be required to clearly state the procedures (in-patient and out-patient) to be followed by the employee(s) and beneficiary (ies) in the provision of medical services, stating clearly the responsibilities of the parties involved.

(iv) Where applicable, the bidder shall provide National Biosafety Authority with statements on their medical accounts

8.2 Member/Employee Identification

The Bidder shall be expected to define a clear procedure of Identification of Employees and their Beneficiaries.

8.3 Employee/Beneficiary Data Management

The Bidder shall be expected to liaise with National Biosafety Authority on matters regarding Employee Data updates.

The Bidder shall therefore be required to provide a procedure for the maintenance of
Employee/Beneficiary records

8.4 List of Service Providers

The Bidder shall be required to provide a comprehensive list of all the Hospitals, Clinics, Doctors, Specialists, Pharmacies and Chemists in their panel.

The Bidder shall however not limit beneficiaries to their panel only.
The Bidder shall take on the Medical Service Providers already on the National Biosafety Authority panel.

8.5 Scheme Reports

The Bidder shall be required to provide to National Biosafety Authority

(i) Monthly/Quarterly/Annual Reports on the global utilization of services including expenditure reports for Inpatient and Outpatient claims as well as any other reports that may be required by National Biosafety Authority from time to time.

(ii) Quarterly Expenditure Statement Reports in hard copy on each individual Employee

8.6 Additional Information

The Bidder shall be free to submit any additional information regarding their services over and above the services listed in the document. However, the company shall reserve the right to accept or reject in full or partially such proposals

Section G - Tender Form and Bill of Services

(i)Bill of Services (Staff)

CATEGORY	EMPLOYEES	CHILDREN	SPOUSES	TOTAL	Total Premiums

	PER CATEGORY	PER CATEGORY	PER CATEGORY	MEMBERS	Cover Option (i)	Cover Option (ii)	Cover Option (iii)
NBA 1							
NBA 2							
NBA 3							
NBA 4							
NBA 5							
NBA 6							
NBA 7							
NBA 8							
NBA 9							
NBA 10							
NBA 12							
NBA 14							
TOTAL							

Name of Firm: …… Signature of Authorized Official: ……..……. Date: ……

Key

Cover Option (i) -Inpatient Cover

Cover Option (ii) -Outpatient Cover

Cover Option (iii) -Last Expenses

SECTION VI - STANDARD FORMS

Notes on the standard Forms

1. **Form of TENDER** - The form of Tender must be completed by the tenderer and submitted with the tender documents. It must also be duly signed by duly authorized representatives of the tenderer.

2. **Price Schedule Form** - The price schedule form must similarly be completed and submitted with the tender.

3. **Contract Form -** The contract form shall not be completed by the tenderer at the time of submitting the tender. The contract form shall be completed after contract award and should incorporate the accepted contract price.

4. **Confidential Business Questionnaire Form -** This form must be completed by the tenderer and submitted with the tender documents.

5. **Letter of Notification of Award** – this is to be issued to the successful bidder either in the form included hereinafter or in another format acceptable to the procuring entity.

6. **Summary of Premium/Price Schedule-** detailed price schedule Bidders to enter their bids in this document and ensure it include all levies, taxes etc.

FORM OF TENDER

To: Date……

Chief Executive Officer,
National BiosafetyAuthority

Gentlemen and/or Ladies:-

1. Having examined the Tender documents including, we the undersigned, offer to provide Insurance Services under this tender in conformity with the said Tender document for the sum of ……
……[*Total Tender amount in words and figures*]
or such other sums as may be ascertained in accordance with the Schedule of Prices/Premium attached herewith and made part of this Tender.

2. We undertake, if our Tender is accepted, to provide the Insurance Cover Services in accordance with the conditions of the tender.

3. We agree to abide by this Tender for a period of ……120 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 _____ 2015

_____ _____

[Signature] [In the capacity of]

Duly authorized to sign tender for and on behalf of _____

PRICE SCHEDULE FORM

ITEM NO DESCRIPTION OF INSURANCE COVER TOTAL PREMIUM (KSHS.)

1.

2.

3.

4.

5.

NATIONAL BIOSAFETY AUTHORITY

CONFIDENTIAL BUSINESS QUESTIONNAIRE FORM

You are requested to give the particulars indicated in Part 1 and either Part 2(a), 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) – Sole Proprietor
	Your name in full …….. Age ……..
	Nationality …… Country of origin ……
	Citizenship details

	…….
	Part 2 (b) Partnership Given details of partners as follows: Name Nationality Citizenship Details Shares …… …… …….. ……..
	Part 2 (c) – Registered Company Private or Public ……. State the nominal and issued capital of company- Nominal Kshs. …… Issued Kshs. …… Given details of all directors as follows Name Nationality Citizenship Details Shares 1…… 2. …… 3. …… 4.…… 5 ……
Date …….. Signature of Candidate ……..	

If a Kenya Citizen, indicate under "Citizenship Details" whether by Birth, Naturalization or registration.

CONTRACT FORM

(The contract form shall not be completed by the tenderer at the time of submitting the tender.

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 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:

1. the Tender Form and the Price Schedule submitted by the tenderer;
2. the Schedule of Requirements
3. the Details of cover
4. the General Conditions of Contract
5. the Special Conditions of Contract; and
6. the Procuring entity's Notification of Award

3. In consideration of the payments to be made by the Procuring entity to the tenderer as hereinafter mentioned, the tenderer hereby covenants with the Procuring entity to provide the 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 _

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.

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)

……..
SIGNED FOR ACCOUNTING OFFICER