



**East African Portland
Cement PLC**

Holding life Together

TENDER DOCUMENT

FOR

PROVISION OF MEDICAL INSURANCE FOR EAPC PLC STAFF

TENDER NO.EAPC PLC/OT/261/2022

CLOSING DATE: TUESDAY 16TH MARCH, 2022

CLOSING TIME: 12.00 NOON

East African Portland Cement Plc
Athi River, Off Namanga Road,
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[Www.Eastafricanportland.Com](http://www.Eastafricanportland.Com)

FEBRUARY 2022

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SECTION I - INVITATION FOR TENDERS

TENDER REF: EAPC PLC/OT/261/2022

TENDER NAME: PROVISION FOR MEDICAL INSURANCE COVER FOR EAPCC PLC STAFF.

1.1 EAST AFRICAN PORTLAND CEMENT PLC invites sealed tenders from eligible candidates for the Provision of Medical Insurance Services for EAPC PLC Staff (*Medical Insurance Cover*).

1.2 Interested eligible candidates may obtain further information from the website (<https://www.eastafricanportland.com>).

1.3 A complete tender document may be downloaded free of charge from <https://www.eastafricanportland.com>. Those who download the tender need to notify the procuring entity on email: quotations@eapcc.co.ke and Clarifications if any may be obtained moses.sudi@eapcc.co.ke and esther.wachira@eapcc.co.ke

1.4 Prices quoted should be net inclusive of all taxes, and delivery costs, must be in Kenya Shillings and shall remain valid for (180) days from the closing date of the tender. Bids must be accompanied by a Bid Security of Ksh.1, 000,000 in form of a bank guarantee or Insurance Company Approved by PPRA.

1.5 Complete tender documents in “**ORIGINAL TENDER** and “**COPY OF TENDER** fully serialized and marked with the tender number and name and should be deposited in the Tender Box at Customer Care Desk Situated at the Entrance of EAST AFRICAN PORTLAND CEMENT PLC Office at Athi River; Off Namanga Road marked and addressed to **THE MANAGING DIRECTOR, P.O Box 20-00204 ATHI RIVER** so as to be received on or before **TUESDAY 16TH MARCH, 2022 at 12.00 NOON**

1.6 Tenders will be opened immediately thereafter in the presence of the candidates representatives who choose to attend at The Customer Care Desk At East African Portland Cement Plc Office at Athi River; Off Namanga Road after 12:00 Noon. LATE tenders shall be rejected.

1.7 EAPC PLC reserves the right to reject any tender application in whole or part. Canvassing will lead to automatic disqualification.

Moses Sudi
Head of Supply Chain

SECTION IINSTRUCTION TO TENDERERS

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SECTION II INSTRUCTIONS TO TENDERERS

2.1. Eligible Tenderers

- 2.1.1 This Invitation for Tenders is open to all tenderers eligible as described in the Appendix to Instructions to Tenderers. Successful tenderers shall provide the services for the stipulated duration from the date of commencement (hereinafter referred to as the term) specified in the tender documents.
- 2.1.2 The procuring entity's employees, committee members, board members and their relatives (spouse and children) are not eligible to participate in the tender unless where specially allowed under section 66 of the Act.
- 2.1.3 Tenderers shall provide the qualification information statement that the tenderer (including all members of a joint venture and subcontractors) is not associated, or have been associated in the past, directly or indirectly, with a firm or any of its affiliates which have been engaged by the Procuring entity to provide consulting services for the preparation of the design, specifications, and other documents to be used for the procurement of the services under this Invitation for tenders.
- 2.1.4 Tenderers involved in the corrupt or fraudulent practices or debarred from participating in public procurement shall not be eligible.

2.2 Cost of Tendering

- 2.2.1 The Tenderer shall bear all costs associated with the preparation and submission of its tender, and the procuring entity, will in no case be responsible or liable for those costs. Regardless of the conduct or outcome of the tendering process
- 2.2.2 The price to be charged for the tender document shall not exceed Kshs.1000/=only for documents collected from EAPC Plc offices.
- 2.2.3 The procuring entity 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 Insurance 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) Insurance Company's Authorization Form
- (xiii) Declaration Form

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

2.4 Clarification of Tender Documents

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

2.4.2 The procuring entity shall reply to any clarifications sought by the tenderer within 3 days of receiving the request to enable the tenderer to make timely submission of its tender.

2.4.3 Preference where allowed in the evaluation of tenders shall not exceed 15%

2.5 Amendment of Tender Documents

2.5.1 At any time prior to the deadline for submission of tenders, the Procuring entity, for any reason, whether at its own initiative or in response to a clarification requested by a prospective tenderer, may modify the tender documents by issuing and addendum.

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

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

2.6 Language of Tenders

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

2.7. Documents Comprising the Tender

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

- (a) A Tender Form and a Price Schedule completed in accordance with paragraph 2.8, 2.9 and 2.12 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 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

2.9.4 Rejected, pursuant to paragraph 2.20.5

2.12. Tender Currencies

2.12.1 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 it's tender is accepted.

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

2.12. 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.

2.12.2 The tender security shall be of Ksh.200, 000 in form of a bank guarantee or Insurance Company Approved by PPRA. .

2.12.3 The tender security is required to protect the Procuring entity 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 denominated in Kenya Shillings or in another freely convertible currency, and shall be in the form

- a) A bank guarantee.
- b) Performance Indemnity
- c) Such insurance guarantee approved by the EAPC Plc

2.12.5 Any tender not secured in accordance with paragraph 2.12.1. and 2.12.3 shall be rejected by the Procuring entity as non-responsive, pursuant to paragraph 2.20.5

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

2.12.7 The successful 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

2.12.8 The tender security may be forfeited:

- (i) if a tenderer withdraws its tender during the period of tender validity.
 - (a) in the case of a successful tenderer, if the tenderer fails:

- (i) to sign the contract in accordance with paragraph 2.29 or
- (ii) to furnish performance security in accordance with paragraph 2.30.

(b) If the tenderer reject correction of an arithmetic error in the tender.

2.13. Validity of Tenders

2.13.1 Tenders shall remain valid for 180 days after date of tender opening pursuant to paragraph 2.24. A tender valid for a shorter period shall be rejected by the Procuring entity as non-responsive.

2.13.2 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. 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 tenderer shall prepare an original and a copy of the tender, clearly marking each "ORIGINAL TENDER" and "COPY OF TENDER," as appropriate. In the event of any discrepancy between them, the original shall govern.

2.14.2 The original and all copies of the tender shall be typed or written in indelible ink and shall be signed by the tenderer or a person or persons duly authorized to bind the tenderer to the contract. All pages of the tender, except for unamended 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 tenderer shall seal the original and the copy of the tender in separate envelopes, duly marking the envelopes as "**ORIGINAL TENDER**" and "**COPY OF TENDER**". The envelopes shall then be sealed in an outer envelope.

2.15.2 The inner and outer envelopes shall:

- (a) be addressed to the Procuring entity 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 TUESDAY 16TH MARCH,2022 at 12.00 Noon

2.15.3 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”.

2.15.4 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.

2.16. Deadline for Submission of Tenders

Tenders must be received by the Procuring entity at the address specified under paragraph 2.15.2 not later than **TUESDAY 16TH MARCH,2022 at 12.00 noon**

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

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

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 the Procuring entity 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.

2.24. Opening of Tenders

The Procuring entity will open all tenders in the presence of tenderers’ representatives who choose to attend on **TUESDAY 16TH MARCH,2022 at 12.00 Noon**

2.24.1 And in the location specified in the invitation for tenders. The tenderers’ representatives who are present shall sign a register evidencing their attendance.

- 2.24.2 The tenderer's 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.
- 2.24.3 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.

2.19 Clarification of Tenders

- 2.19.1 To assist in the examination, evaluation and comparison of tenders the Procuring entity may, at its discretion, ask the tenderer for a clarification of its tender. The request for clarification and the response shall be in writing, and no change in the prices or substance of the tender shall be sought, offered, or permitted.
- 2.19.2 Any effort by the tenderer to influence the Procuring entity in the Procuring entity's tender evaluation, tender comparison or contract award decisions may result in the rejection of the tenderer's tender.

2.20 Preliminary Examination and Responsiveness

- 2.20.1 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.
- 2.20.2 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 The Procuring entity may waive any minor informality or non-conformity or irregularity in a tender which does not constitute a material deviation provided such waiver does not prejudice or affect the relative ranking of any tenderer.
- 2.20.4 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.
- 2.20.5 If a tender is not substantially responsive, it will be rejected by the procuring entity and may not subsequently be made responsive by the tenderer by correction of the nonconformity.

2.21. Conversion to single currency

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

2.22. Evaluation and Comparison of Tenders

2.22.1 The Procuring entity will evaluate and compare the tenders which have been determined to be substantially responsive, pursuant to paragraph 2.20

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

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

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

- (a) Operational Plan
 - (i) The Procuring entity requires that the services under the Invitation for Tenders shall be performed at the time specified in the Schedule of Requirements. Tenders offering to perform longer than the procuring entity's required delivery time will be treated as non-responsive and rejected.
- (b) Deviation in payment schedule
 - (i) Tenderers shall state their tender price for the payment on schedule outlined in the special conditions of contract. Tenders will be evaluated on the basis of this base price. Tenderers are, however, permitted to state an alternative payment schedule and indicate the reduction in tender price they wish to offer for such alternative payment schedule. The Procuring entity may consider the alternative payment schedule offered by the selected tenderer.

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

2.23. Contacting the Procuring entity

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

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

2.24 Post-qualification

2.26.1 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 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

2.24.3 An affirmative determination will be a prerequisite for award of the contract to the tenderer. A negative determination will result in rejection of the 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.

2.25 Award Criteria

2.25.1 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.

2.25.2 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 of legal proceedings relating to the foregoing.
- (d) Shall not be debarred from participating in public procurement.

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

2.26.1 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.

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

2.26.3 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.

2.27 Notification of Award

2.27.1 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.

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

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

2.28 Signing of Contract

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

2.28.2 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.

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

2.28.4 The parties to the contract shall have it signed within 30 days from the date of notification of contract award unless there is an administrative review request.

2.29 Performance Security

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

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 the Procuring entity may make the award to the next lowest evaluated tender or call for new tenders.

2.30 Corrupt or Fraudulent Practices

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

2.30.2 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

2.30.3 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 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.

Instruction to tenderers reference	<i>Particulars of Appendix to instructions to tenderers</i>
2.1	<i>OPEN TO MEDICAL INSURANCE PROVIDERS</i>
2.15.2 (b)	<i>TUESDAY 16TH MARCH,2022 at 12.00 noon</i>
2.16.1	<i>As 2.15.2 (b) above</i>
2.24.1	<i>As 2.15.2 (b) above</i>
2.25 (a)	Mandatory Requirements
2.25 (b)	Technical Evaluation Only firms scoring 80 points or more will be considered for Financial Evaluation. The responsive firm that offers the lowest evaluated price will be considered for contract award
2.15.2 (b)	Closing Date of The Tender Is, <i>TUESDAY 16TH MARCH,2022 at 12.00 noon</i>

SECTION III - GENERAL CONDITIONS OF CONTRACT

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SECTION III GENERAL CONDITIONS OF CONTRACT

3.1. Definitions

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

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

3.2. Application

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

3.3. Standards

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

3.4. Use of Contract Documents and Information

- 3.4.1 The Contractor shall not, without the Procuring entity's prior written consent, disclose the Contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the Procuring entity in connection therewith, to any person other than a person employed by the contractor in the performance of the Contract.
- 3.4.2 The Contractor shall not, without the Procuring entity's prior written consent, make use of any document or information enumerated in paragraph 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 Contractor shall indemnify the Procuring entity against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the services under the contract or any part thereof.

3.6 Performance Security

- 3.4.1 Within thirty (30) 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) A bank guarantee.
- b) Such insurance guarantee approved by the EAPC Plc.

- 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 Contractor's performance of obligations under the Contract, including any warranty obligations, under the Contract.

3.7. Delivery of services and Documents

- 3.7.1 Delivery of the services shall be made by the 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

3.81. The method and conditions of payment to be made to the contractor under this Contract shall be specified in SCC and as per EAPC PLC standard 45 days after Invoice.

3.82. Payment shall be made promptly by the Procuring entity, but in no case later than ninety (90) days after submission of an invoice or claim by the contractor

3.9. Prices

3.9.1 Prices charges by the contractor for Services performed under the Contract shall not, with the exception of any price adjustments authorized in SCC vary from the prices quoted by the tenderer in its tender or in the procuring entity's request for tender validity extension 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 15% of the original contract price

3.9.4 Price variation requests if approved by relevant authority shall be processed by the procuring entity within 30 days of receiving the request.

3.12. Assignment

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

3.11. Termination for Default

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

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

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

(c) If the 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 undelivered and the Contractor shall be liable to the Procuring entity for any excess costs for such similar services. However the contractor shall continue performance of the contract to extent not terminated.

3.12. Termination for Insolvency

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

3.13. Termination for Convenience

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

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

3.14 Resolution of Disputes

3.14.1 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

3.14.2 If after thirty (30) days from the commencement of such informal negotiations both parties have been unable to resolve amicably a contract dispute either party may require that the dispute be referred for resolution to the formal mechanisms specified in the SCC.

3.15. Governing Language

3.15.1. The contract shall be written in the English language. All correspondence and other documents pertaining to the contract, which are exchanged by the parties shall be written in the same language.

3.16. Applicable Law

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

3.17 Force Majeure

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

3.24 Notices

3.24.1 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.

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

SECTION IV - SPECIAL CONDITIONS OF CONTRACT

Notes on Special Conditions of Contract

1. The clauses in this section are intended to assist the procuring entity in providing contract-specific information in relation to corresponding clauses in the General Conditions of Contract
2. The Provisions of Section IV complement the General Conditions of Contract included in Section III, specifying contractual requirements linked to the special circumstances of the procuring entity and the insurance cover required. In preparing Section IV, the following aspects should be taken into consideration.
 - (a) Information that complement provisions of Section III must be incorporated; and
 - (b) Amendments and/or supplements to provisions of Section III, as necessitated by the circumstances of the specific insurance cover required must also be incorporated.
3. Where there is a conflict between the provisions of the special conditions of contract and the provisions of the general conditions of contract, the provisions of the special conditions of contract shall prevail over the provisions of the general conditions of contract.
4. Any clause to be included in this section must be consistent with the applicable public procurement law and regulations.

4.1 SECTION IV – SPECIAL CONDITIONS OF CONTRACT

MANDATORY REQUIREMENTS

1. Must submit two (2) copies of the Tender Document, clearly marked original and copy
Properly filled, signed and stamped Tender Eligibility – confidential business questionnaire in the prescribed manner in tender document
2. Presentation of a well bound and properly paginated tender document including the attachments
3. Attach a duly filled, signed and stamped Form of Tender in the format provided:
(The Tenderer must prepare this Form of Tender on stationery with its letter head clearly showing the Tenderer's complete name and business address – Instructions to the tenderer in italic to be deleted)
The Form of Tender shall include the following Forms duly completed, signed and stamped by the Tenderer Authorized Person. Certificate of Independent Tender Determination Self-Declaration of the Tenderer - Form SD1 and Form SD2 Tenderer's Eligibility-Confidential Business Questionnaire .
4. Attach a duly filled, signed and stamped Declaration and Commitment to the Code of Ethics.
5. Must be registered with the Insurance Regulatory Authority(IRA) – (MEDICAL CATEGORY) a copy of the current license for year 2021 must be submitted
6. Must be a current member of the Association of Kenya Insurers (AKI) - Attach Copy of current membership certificates.
7. Must be a current member of the Association of Insurance brokers of Kenya (AIBK) - Attach Copy of current membership certificates.
8. Must Submit a Tender Security of at least kshs.1, 000,000 from a reputable Kenyan Registered commercial bank valid for 212 days from the tender closing date -In the Format Provided.
9. Must fill, stamped and sign the schedule of prices form in the format provided Must Provide proof of Paid-up Capital of Kshs. 1 Billion
10. Must submit a duly filled, stamped and signed Tender Declaration Form
11. Must provide COVID 19 Cover (attach policy)
12. Underwriters Must submit written evidence that the firm is making all social security contributions as required NSSF and NHIF which must be valid at the time of evaluation.
13. Brokers Must submit written evidence that the firm is making all social security contributions as required NSSF and NHIF which must be valid at the time of evaluation

14. Confirm that there shall be no co-payment
15. Must provide evidence of 24hr call center.
16. Must submit Reinsurance slip/cover notes for policy businesses for year 2021
17. Brokers must submit their underwriters authorization with copy of current Reinsurance slip
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18. Must submit evidence of use of Biometric Identification System
19. Brokers Must have done annual gross premiums in the previous financial year 2020 of at least Kshs.1 Billion on medical services only
20. Underwriters Must have done annual gross premiums in the previous financial year 2020 of at least Kshs.800 million on medical services only.
21. Must give at least a list of three (3) corporate entities with premiums of totaling Ksh. 450,000,000 in the previous year. Attach copies of award and recommendation letters.
22. Must have countrywide coverage with proof of business permits. The coverage must include major towns: Nairobi, & all other major towns in Kenya .
23. Underwriters must submit a copy of the audited accounts for the last three years i.e. 2018, 2019 and 2020.
24. Brokers must submit a copy of the audited accounts for the last three years i.e 2018, 2019 and 2020. Must attach proof from IRA extracts of the audited books and must have done a positive profit in the last (2) two years 2019/2020
25. Provide a written declaration of any pending litigation issues either for or against the company

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	Idemnity of Ksh 10% of the contract value
3.7 Delivery of Services	As per bidding document
3.8 Payment Terms	As per agreement with EAPC PLC
3.9 Price adjustment	NOT allowed
3.16 Applicable law	Kenyan Law
3.17 Duration	Two (2) year, from Contract sign date, may be renewed for further to a maximum period of one (1) years subject to satisfactory performance.
3.24 Notices	EAST AFRICAN PORTLAND CEMENT PLC P.O. BOX 20-00204 ATHI RIVER ; OFF NAMANGA ROAD

	MANDATORY REQUIREMENTS COMPLIANCE CHECKLIST	MANDATORY YES/NO
1	Must submit two (2) copies of the Tender Document, clearly marked original and copy	YES
2	Properly filled, signed and stamped Tender Eligibility – confidential business questionnaire in the prescribed manner in tender document	YES
3	Presentation of a well bound and properly paginated tender document including the attachment	YES
4	Attach a duly filled, signed and stamped Form of Tender in the format provided (The Tenderer must prepare this Form of Tender on stationery with its letter head clearly showing the Tenderer's complete name and business address – Instructions to the tenderer in italic to be deleted) The Form of Tender shall include the following Forms duly completed, Signed and stamped by the Tenderer Authorized Person. <ul style="list-style-type: none"> • Certificate of Independent Tender Determination • Self-Declaration of the Tenderer - Form SD1 and Form SD2 • Tenderer's Eligibility-Confidential Business Questionnaire 	YES
5	Attach a duly filled, signed and stamped Declaration and Commitment to the Code of Ethics	YES
6	Must be registered with the Insurance Regulatory Authority(IRA) – (MEDICAL CATEGORY) a copy of the current license for year 2021 must be submitted	YES
7	Must be a current member of the Association of Kenya Insurers (AKI) – Attach Copy of current membership certificates	YES
8	Must be a current member of the Association of Insurance Brokers of Kenya (AIBK)- Attach Copy of current membership certificates.	YES
9	Must fill, stamped and sign the schedule of prices form in the format provided	YES
10	Must Submit a Tender Security of at least kshs.1, 000,000 from a reputable Kenyan Registered commercial bank valid for 212 days from the tender Closing date -In the Format Provided.	YES
11	Must Provide proof of Paid-up Capital of Kshs. 1 billion	YES
12	Must submit a duly filled, stamped and signed Tender Declaration Form	YES
13	Must provide COVID 19 Cover (attach policy)	YES
14	Underwriters Must submit written evidence that the firm is making all social security contributions as required NSSF and NHIF which must be valid at the time of evaluation	YES
15	Brokers Must submit written evidence that the firm is making all social security contributions as required NSSF and NHIF which must be valid at the time of evaluation.	YES
16	Confirm that there shall be no co-payment.	YES

17	Must provide evidence of 24hr call center.	YES
18	Must submit Reinsurance slip/cover notes for policy businesses for year 2021	YES
19	Brokers must submit their underwriters authorization with copy of current Reinsurance slip	YES
20	Must submit evidence of use of Biometric Identification System	YES
21	Brokers Must have done annual gross premiums in the previous financial year 2020 of at least Kshs.1 Billion on medical services only	YES
22	Must give at least a list of three (3) Corporate entities with premiums of totaling Ksh. 450,000,000 in the previous year. Attach copies of award and recommendation letters.	YES
23	Must have countrywide coverage with proof of business permits. The coverage must include major towns: Nairobi & all other Major Towns.	YES
24	Underwriters Must submit a copy of the audited accounts for the last three years i.e 2018, 2019 and 2020.	YES
25	Brokers Must submit a copy of the audited accounts for the last three years i.e 2018, 2019 and 2020. Must attach proof from IRA extracts of the audited books and must have done a positive profit in the last (2) two years 2019/2020	YES
26	Provide a written declaration of any pending litigation issues either for or against the company.	YES
27	Paid up capital of Ksh.1 Billion	YES

TECHNICAL EVALUATION CRITERIA UNDERWRITERS INSURANCE COMPANIES

TECHNICAL EVALUATION CRITERIA GUIDING NOTES		SCORE
		Points
Specific experience of the bidder related to the assignment		
General Experience	Submission of a detailed company profile showing directorship ship and years of experience in medical Insurance province	5
Qualification of proposed staff	Clear list of staff and CVs of Key management staff (attach CV)	5
Recommendation letters	From at least 3 clients; indicating the report correspondence where applicable.	
Adequate scheme management work plan and execution	<ul style="list-style-type: none"> • Technical approach and methodology 2.5Mark • Work plan or schedule of activities 2.5 mark 	5
Adequate scheme management work plan and execution	Clear provision of various procedures Of the case management issues from 8.0 a-q	10
Clear cover of staff with clarity of the age brackets and member numbers; employee, spouse and four dependent's per family per year except for cases where only the principal member is covered	Clear statement of cover up to 60 years for staff and seventy years for the board members. Staff children from birth (whether preterm or full term) to and 25 years. Score 4mark Children with disabilities and proof of the same from the disability council to be covered beyond 25 years so long as the principal member is still in employment; No waiting period or initial medical checkup prior to uptake	6
Service level agreement	Care management procedures with SLA	10
List of service providers	Medical Facilities country wide ;	4
Riders	The last expense and wellness workplace programs/ health talks offered as a rider 5 marks;	5
Inpatient which includes Pre-existing, congenital conditions, COVID 19 treatment, PPEs (hospital) and SCD (part of chronic) within the overall cover limit. • Admission of parent/guardian • Referral overseas where applicable	100 % of the cover limit for chronic / pre-existing award	10
The cover should be quoted	include all cover benefits indicated; Clearly	10

independently in terms of: a) Inpatient b) Outpatient c) Dental d) Optical e) Maternity	indication of use of the biometric access i.e. smart card	
The outpatient services should include minimum of	No limit for outpatient; to cover all aspects of outpatient presentations i.e. physiotherapy, drugs, treatment, x-ray, prescribed supplements medically indicated and Supplements recommended by the Doctor for use in combination with other prescribed medications.	5
Excess of loss	Clear indication of the excess of loss	5
Emergency rescue	Evidence of a current Road and air rescue existing contract	
Must submit Current credit rating by an accredited rating facility	Current	
Day care admissions for surgery both local and general anesthesia , reconstructive surgery following accidents or injury and eligible medical conditions such as dialysis, chemotherapy etc	Clearly indicated to the full inpatient cover limit award 10 marks if not indicated award 0 marks	10
Audited accounts	Provide Audited Annual Financial statements for 2018, 2019 & 2020. Current ratio above 2:1 (5marks) Current ratio between 1:5: to 1:1 (5 marks)	10
Grand total		
	TOTAL	100
Pass mark 80 out of 100% at Technical Stage will proceed to financial evaluation		

There will be no medical examination of staff prior to the cover

NB: To qualify for financial evaluation the bidder must score a minimum technical score of 80%. Bidders who scoreless than 80%atthe technical evaluation stage will be disqualified from further evaluation.

TECHNICAL EVALUATION CRITERIA FOR BROKERS

TECHNICAL EVALUATION CRITERIA FOR BROKERS	GUIDING NOTES	SCORE
Specific experience of the bidder related to the assignment Specific experience of the bidder related to the assignment		Points
General Experience	Submission of a detailed company profile showing directorship ship and years of experience in medical Insurance province	5
Qualification of proposed staff	At least three key staff must be qualified ACII / Diploma from the college of insurance. Attach CV and certificates	15
Specific experience	Provide a list of five corporate clients with at 100 million and attach letters recommendation addressed to the EAPC PLC Managing Director (each 5 marks)	25
Provide Service level agreement	Technical approach and methodology <ul style="list-style-type: none"> • Work plan or schedule of activities • Care management • Call Centre 24 hrs. • Submission of reports 	10
Financial capacity	The Proposed underwriters must have made profits for the last three years i.e. 2018, 2019 and 2020. Attach insurance industry annual report for 2018 , 2019 ,2020 from IRA	20
Audited Accounts	Provide Audited Annual Financial statements for 2018, 2019 & 2020. Current ratio above 2:1 (10marks) Current ratio between 1:5: to 1:1 (5 marks)	10
GRAND TOTAL		100
PASS MARK 80/100 to proceed to financial evaluation. The lowest evaluated bidder will considered		

There will be no medical examination of staff prior to the cover NB: To qualify for financial evaluation the bidder must score a minimum technical score of 80%. Bidders who score less than 80% at the technical evaluation stage will be disqualified from further evaluation.

FINANCIAL EVALUATION

For those Bidders who pass the technical evaluation stage, a financial comparison shall be undertaken for purposes of identifying the Bidder with the lowest evaluated price.

POST QUALIFICATION

Pursuant to Section 83 of PPADA,2015, EAPC may **conduct post qualification (Due diligence)** to determine to its satisfaction whether the tenderer that is selected as having submitted the lowest responsive tender is qualified to perform the contract.

2.3 AWARD CRITERIA

a) Award of Contract

The bidder quoting the lowest total premiums and having attained the pass mark of 80% shall be recommended for contract award.

b) Competitive Negotiation

EAPC PLC may conduct competitive negotiations where;

- There is a tie in the lowest evaluated price by two or more tenderers;
- The lowest evaluated price in excess of available budget; or
- Where change of scope is envisaged

a) History of non-performing contracts:

Tenderer and each member of JV in case the Tenderer is a JV, shall demonstrate that Non-performance of a contract did not occur because of the default of the Tenderer, or the member of a JV in the last two years. The required information shall be furnished in the appropriate form.

b) Pending Litigation

Financial position and prospective long-term profitability of the Single Tenderer, and in the case the Tenderer is a JV, of each member of the JV, shall remain sound according to criteria established with respect to Financial Capability under Paragraph (i) above i fall pending litigation will be resolved against the Tenderer. Tenderer shall provide information on pending litigations in the appropriate form.

c) Litigation History

There shall be no consistent history of court/arbitral award decisions against the Tenderer, in the last one year. All parties to the contract shall furnish the information in the appropriate form about any litigation or arbitration resulting from contracts completed or ongoing under its execution over the years specified. A consistent history of awards against the Tenderer or any member of a JV may result in rejection of the tender

SECTION V – SCHEDULE OF REQUIREMENTS

Notes for preparing Schedule of Requirements.

The schedule of Requirements shall be included in the tender documents by the procuring entity and shall cover, at the minimum, a description of the insurance cover to be provided and full particulars of the same.

2. The objectives of the schedule of requirements is to provide sufficient information to enable tenderers to prepare their tenders comprehensively, efficiently and accurately. In particular the price schedule for which a form is provided in Section VI must be carefully completed.
3. In addition, the schedule of requirements together with the price schedule should serve as a basis in the event of services variation at the time of award of contract pursuant to instruction to tenderers paragraph 2.26

SECTION V – SCHEDULE OF REQUIREMENTS

TERMS OF REFERENCE FOR INSURANCE SERVICES FOR MEDICAL SCHEME (DESCRIPTION OF SERVICES)

East African Portland Cement Plc intends to procure an inpatient and outpatient medical cover to provide medical services to its staff members and their dependents (spouses and 4 unmarried children below 25 years of age up to and including 25 years with a proof of being in college).

Total number of EAPC PLC Staff Members anticipated to be covered is as below

Family Size	No.
M	56
M+1	20
M+2	45
M+3	139
M+4	151
M+5	89

This Scheme caters for illnesses requiring hospitalization, treatment of pre-existing cases, optical and dental, maternity congenital, chronic and recurrent conditions, HIV/Aids management plus any other related conditions, *Corona virus infection and its complications (both outpatient and inpatient)* and any other illness that may be declared a pandemic and is established to ensure that the beneficiaries receive quality health services.

The Scheme shall deal with:

A. IN-PATIENT

1. Administration of Hospital Admission process.
2. Hospital accommodation (from standard, private room to en-suite).
3. Surgical operations and procedures
4. Doctor's Fees (physician, surgeon & Anesthetist and any other consultancy fees).
5. HDU and ICU charges.
6. Theatre charges.
7. Drugs/Medicines, Dressings and Internal Surgical appliances.
8. Medical appliances (Hearing Aids, Glucometer, Insulin delivery devices, Urine Catheters & Accessories e.t.c).
9. Radiology X-ray, ultrasound, ECG and computerized Tomography, MRI and CT Scans.
10. Radiotherapy and Chemotherapy.
11. Pathology (laboratory) fees.
12. Access to medical specialists while admitted
13. Inpatient physiotherapy.

14. Emergency road ambulance services and air evacuation subject to the overall cover limit.
15. Overseas evacuation and treatment for conditions whose treatment is not locally available subject to the overall cover limit.
16. Pre-existing, chronic ailments & HIV/AIDS illness coverage up to a limit of Kshs. 1,500,000/- within the inpatient limit.
17. Congenital/neonatal & prematurity coverage up to a limit of Kshs. 750,000/- within the inpatient limit
18. Maternity related complications Kshs. 200,000/- within inpatient
19. Gynaecological treatment.
20. Circumcision Covered up to Kshs. 50,000 per family
21. Therapies - Occupational therapy, speech therapy and delayed milestones within inpatient limit
22. Inpatient Ophthalmic cover.
23. Accommodation of adults having children in Hospital within the inpatient cover (set age limits for children/qualify invalids). Preferably up to the age of 12 years.
24. Day Care surgery.
25. Internal prostheses
26. Organ transplant within the overall cover limit
27. In-Patient dental cover.
28. Mental and other related illness.
29. Treatment for alcoholism and drug addictions (employee only and acquired during employment term) up to a limit of Kshs. 120,000/-
30. In-patient Psychiatric Treatment.
31. Palliative Care
32. Cancer treatment
33. Provision of Maternity benefits including Caesarian section. (Kshs. 300,000)
34. Antenatal & Postnatal care Covered within outpatient cover. Maximum of 2 U/S scans. Any more scans will need to be pre-authorized and medically necessary.
35. Optical expenses arising from disease or accidents.
36. Treatment of elective surgery i.e. pre-arranged.
37. Cost of Medical circumcision.
38. Accident hospitalization and purchase of wheelchair, in case of disability resulting from the accident, of up to Kshs. 250,000/-
39. Maxillofacial surgery: trauma
40. Congenital and pre-existing disease management
41. Cost of doctor home visits after discharge up to a maximum of five visits.
- 42. COVID 19 cover to cater for all necessary medical treatment and services which includes nursing care, Intensive care, diagnostic, laboratory or other medically necessary facilities and services, doctor's bills, anesthetist's bills, operating theatre fees, pharmacy, drugs, laboratory and investigations within the overall cover limit.**
- 43. To cover any disease/illness declared a pandemic.**

44. Funeral expenses cover – Kshs 150,000 per death (All covered beneficiaries)
45. Any other services not included in the list of exclusions in above that may be proposed by East African Portland Cement Plc (EAPC Plc) from time to time.

NB: East African Portland Cement Plc shall be not be responsible for the delivery of NHIF Rebate.

B. OUT-PATIENT.

Routine outpatient treatment including consultations (GPs and Specialists, laboratory and radiology services).

1. Physiotherapy treatment
2. Emergency evacuation and ambulance services.
3. Diagnostic X-ray and Laboratory tests.
4. Radiology X-ray, ultrasound, ECG and computerized Tomography, MRI and CT scans.
5. Prescribed drugs/medicines.
6. Dental services (Kshs.60,000/-) x-ray, consultation, extractions, fillings, dentures, root canal, scaling, polishing and crowning.
7. Optical services (Frames, lenses (ophthalmologist, prescription only), contact lenses, bi-focal lenses, visual examination. Referrals to specialists (Kshs. 30,000 for frames and kshs.30,000/- for lenses).
8. Specialist/Consultants e.g Pediatricians, Orthopedic doctors, dermatologists, E.N.T. doctors etc.)
9. Counseling services. (Psychologist, Psychiatrist and Psychiatric treatment).
10. Post Hospitalization care for a period of no more than 21days.
11. Soaps, creams & lotions Will be covered for skin conditions that are necessitated by a medical condition and as part of medical treatment
12. Vaccines Routine Immunizations (KEPI) and Baby Friendly and Private Vaccines will be covered within the outpatient limit for children up to 5 years to the full outpatient limit
13. Private Vaccinations Kshs. 20,000 per family and will include cervical cancer vaccines, flu vaccines, yellow fever, hepatitis, cholera, private baby vaccines, travel vaccines etc
14. Family planning services.
15. Maternity services i.e. Ante and Postal Natal.
16. Pre-existing, chronic ailments & HIV/AIDS illness coverage up to full outpatient limit.
17. HIV/AIDS cover (Voluntary counseling and testing and other related treatment.
18. Chiropractor upon referral and approval.
19. Oncology test, treatment and management
20. Travel vaccines covered for employee's only .e.g. Yellow fever and swine flu
21. Hearing aids covered upon referral.
22. Direct visits to specialists without referrals by the Hospital/General Practitioners
23. Wellness check up to Kshs. 50,000/- within the outpatient limit.
24. Conduct regular health sensitization and talks.
25. Outpatient testing for COVID 19 for members covered to Kshs 15,000/- and pharmacy drugs

26. Any disease/illness declared a pandemic.

27. Any other services not included above that may be proposed by EAPC Plc from time to time.

C MATERNITY COVER

1. Maternity cover Kshs.200, 000 cost of normal and caesarian deliveries while hospitalized
2. Labour and recovery wards
3. Professional fees
4. Maternity related illness and complications

D. LIMITS

The following are the limits:-

Table i

Grade	Inpatient(Kshs)	Outpatient(Kshs)	Dental(per dependent) (Kshs)	Optical (per dependent)(Kshs)
EAPC PLC STAFF	1.5M**	M: 100,000 M+1: 150,000 M+2: 200,000 M+3 & above: 300,000 Per family.	60,000	60,000

** Member only*

*** Member plus spouse and four children*

C. PROPOSAL

- i. Give a proposal for the outpatient cover to be a managed fund at a rate of Kshs.2.5 Million deposit every quarter. EAPC Plc to top up the amount on a quarterly basis and pay the difference in excess of the deposited amount upon receipt of a reconciled statement of expenditure.
- ii. Give a **proposal** for the outpatient to be fully insured.
- iii. For the inpatient, EAPC Plc to pay the premium.
- iv. Service provider to provide individualized statements on a quarterly basis and an annual statement at the end of the year.
- v. Inpatient accommodation en-suite for MD & standard private for others.
- vi. Children up-to the age of 25 only are covered but if the child is a special needs child (living with disability), then there is no limit.
- vii. The proposal should have an option for ‘topping up’ the cover where member has more than the number of dependents provided by the cover or would like to enhance the cover limit.

- viii. The insurer to provide Biometric Card which must have the ability to be synched to employees’ phone numbers/email addresses such that any incurred expenditure by employees and beneficiaries is sent to the employee’s phone/email address in real-time.
- ix. Refund of any cash claims for treatment from registered doctors not in the insurer’s panel be made within 14 working days upon submission of complete documentation or as per agreement by EAPC PLC .

2. PRICE SCHEDULE

NAME OF TENDER:

PROVISION OF GROUP MEDICAL INSURANCE SERVICES FOR EAPC PLC STAFF MEMBERS

TENDER NUMBER: EAPC PLC/OT/261/2021

ITEM NUMBER	DESCRIPTION OF INSURANCE COVER	TOTAL PREMIUM (KSHS)
--------------------	---------------------------------------	-----------------------------

1.	PROVISION OF EDICAL INSURANCE FOR EAST AFRICAN PORTLAND CEMENT PLC (EAPC PLC STAFF	
2.	GRAND TOTAL PREMIUM FOR THE YEAR TO BE CARRIED TO THE FORM OF TENDER(KSHS)	

PLEASE NOTE AND COMPLY WITH THE FOLLOWING:

- i. All prices to be reflected as follows - Unit Price , VAT Amount and Total inclusive VAT & other applicable taxes.
- ii. In case of discrepancy between unit price and total, the unit price shall prevail.
- iii. Contract period is for Two (2) years from date of award and contract signing and subject to renewing the contract for another one (1) years subject to annual review on satisfactory performance after every 1 year.

Name of tenderer's representative authorized to sign:

_____ Name
Signature & date Official Stamp

SECTION VI - STANDARD FORMS

Notes on the standard Forms

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.

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

2. **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.

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

4. **Tender Security Form** - When required by the tender document the tenderer shall provide the tender security either in the form included hereinafter or in another format acceptable to the procuring entity.

5. **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 the procuring entity.

Form of Tender

To:

Name and address of procuring entity

Date

Tender No.

Tender Name

Gentlemen and/or Ladies:-

Having examined the Tender documents including Addenda No. (Insert numbers)
the receipt of which is hereby duly acknowledged, 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 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[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.

Dated this _____ day of _____ 2005

[Signature]

[In the capacity of]

Duly authorized to sign tender for and on behalf of _____

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:-

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

1. 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 Procuring entity’s Notification of Award

2. 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 MEDICAL INSURANCE cover and to remedy defects therein in conformity in all respects with the provisions of the Contract.
3. 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 _____

CONFIDENTIAL BUSINESS QUESTIONNAIRE

You are requested to give the particular indicated in Part 1 and either Part 2(a), 2(b), or 2(c) Which ever applies to your type of business

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

Part _____ General:

Business of business premises Plot No. Street/Road Postal Address Tel.No. Fax Email Nature of business Registration Certificate No.	Name Location
--	------------------

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.....

Party 2(b) – Partnership

Give details of partners as follows

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

..... 4.
.....
5.

Part 2© – 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 of Tenderer

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

TENDER SECURITY FORM

Whereas [*name of Bidder*] (hereinafter called <the tenderer> has submitted its bid dated [*date of submission of bid*] for the provision of insurance services (hereinafter called <the tender?>

KNOW ALL PEOPLE by these presents that WE [*name of bank*] of [*name of country*], having our registered office at [*name of procuring entity*] (hereinafter called <the procuring entity> in the sum of [*state the amount*] for which payment well and truly to be made to the said procuring entity, the Bank binds itself, its successors, and

assigns by these presents. Sealed with the Common Seal of the said Bank this _____
_____ day of _____ 20 _____

35. THE CONDITIONS of this obligation are:1. If the tenderer withdraws its tender during the period of tender validity specified by the procuring entity on the Form; or

2. If the tender, having been notified of the acceptance of its tender by the procuring entity during the period of tender validity
- (a) fails or refuses to execute the Contract Form, if required; or
 - (b) fails or refuses to furnish the performance security, in accordance with the Instructions to tenders.

We undertake to pay to the procuring entity up to the above amount upon receipt of its first written demand, without the procuring entity having to substantiate its demand, provided that in its demand the procuring entity will note that the amount claimed by it is due to it, owing to the occurrence of one or both of the conditions, specifying the occurred condition(s)

This tender guarantee will remain in force up to and including thirty (30) days after the period of tender validity, and any demand in respect thereof should reach the Bank not later than the above stated date.

[Authorized Signatories and official stamp of the Bank]

(Amend accordingly if provided by Insurance Company)

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 _____ 20__ to supply

[description of insurance services] (Hereinafter called “the Contract”)

AND WHEREAS it has been stipulated by you in the said Contract that the tenderer shall furnish you with a bank guarantee by a reputable bank for a sum specified therein as security for compliance with the Tenderer’s performance obligations in accordance with 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*], 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

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. _____

This ~~Tender Name~~ ~~the contract/s stated~~ below under the above mentioned tender have been awarded to you.

_____ Please acknowledge receipt of this letter of notification signifying your acceptance.

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

1. 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 DIRECTOR-GENERAL

SELF DECLARATION FORM

REPUBLIC OF KENYA

PUBLIC PROCUREMENT REGULATORY AUTHORITY (PPRA)

**SELF DECLARATION THAT THE PERSON/TENDERER IS NOT DEBARRED IN THE
MATTER OF THE PUBLIC PROCUREMENT AND ASSET DISPOSAL ACT 2015.**

I,of P.O. Box.....being a resident of.....in the republic of.....do hereby make a statement as follows:-

1. THAT I am the Company Secretary/ Chief Executive/ Managing Director/ Principal Officer/ Director of..... (insert name of the Company) who is a Bidder in respect of **Tender No.** for.....(insert tender title/description) for..... (insert name of Procuring entity) and duly authorized and competent to make this statement.
2. THAT the aforesaid Bidder, its Directors and subcontractors have not been debarred from participating in procurement proceeding under Part IV of the Act.
3. THAT what is deposed to hereinabove is true to the best of my knowledge, information and belief.

.....
.....
.....
(Title) (Signature) (Date)
Bidder Official Stamp

PUBLIC PROCUREMENT REGULATORY AUTHORITY (PPRA)

SELF DECLARATION THAT THE PERSON/TENDERER WILL NOT ENGAGE IN ANY CORRUPT OR FRAUDULENT PRACTICE

I,.....of P.O. Box.....being a resident of.....in the Republic of.....do hereby make a statement as follows:-

1. THAT I am the Company Secretary/ Chief Executive/ Managing Director/ Principal Officer/ Director of..... (insert name of the Company) who is a Bidder in respect of **Tender No.** for.....(insert tender title/description) for..... (insert name of Procuring entity) and duly authorized and competent to make this statement.

THAT the aforesaid Bidder, its servants and/or agents / subcontractors will not engage in any corrupt or fraudulent practice and has not been requested to pay any inducement to any member of the Board, Management, Staff and/or employees and/or agents of..... (insert name of the Procuring entity) which is the Procuring entity.

2. THAT the aforesaid Bidder, its servants and/or agents / subcontractors have not offered any inducement to any member of the Board, Management, Staff and/or employees and/or agents of..... (insert name of the Procuring entity).

3. THAT the aforesaid Bidder will not engage / has not engaged in any corrosive practice with other bidders participating in the subject tender.

THAT what is deposed to hereinabove is true to the best of my knowledge, information and belief.

.....
.....
.....
(Title) (Signature) (Date)
Bidder Official Stamp

REPUBLIC OF KENYA

PUBLIC PROCUREMENT ADMINISTRATIVE REVIEW BOARD

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

BETWEEN

.....APPLICANT

AND

.....RESPONDENT (*Procuring Entity*)

Request for review of the decision of the..... (*Name of the Procuring Entity*) of
.....dated the...day of20.....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 an order/orders that: -

1.

2. etc

SIGNED(Applicant)

Dated on.....day of/...20...

FOR OFFICIAL USE ONLY

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

SIGNED

Board Secretary