

Request for Proposal (RFP)- Insurance services



1. Invitation to Tender

Tender Name: PROVISION OF INSURANCE SERVICES – BROKERAGE FIRMS ONLY (MEDICAL, GPA/WIBA AND MOTOR VEHICLES)	Tender No: MCK/NBO/008/2020
Location: Nairobi, Kenya	Correspondence Language(s): English
<p>Brief Summary Description:</p> <p>The purpose of this tender is to secure competitive proposals to select a bidder(s) for provision of insurance covers through brokerage firms for all its staff and dependents based in Kenya.</p> <p>Interested, qualified, technically competent and eligible brokerage firms are hereby invited to apply for provision of insurance services for the year 2021.</p> <p>The insurance services are categorized into three;</p> <ul style="list-style-type: none">i) Medical cover insuranceii) Motor Vehicleiii) Group life and GPA/WIBA <p>Offerers are open to apply for any or all the categories.</p> <p>The offerors shall seal the original and copy of tender in separate envelopes, duly marking the envelopes as “Technical” and “Financial”. The envelopes shall then be sealed in an outer envelope. The bidders whose technical proposal shall meet the minimum scores during the evaluation, shall proceed to financial evaluation where their financial envelope will be opened.</p> <p>Tenderers are to obtain quotations from any Insurance Company that meets mandatory conditions listed below section 3.3. The tenderer must ensure that the proposed Underwriter also submits the mandatory requirements as attachment to the brokerage firm tender package before the closing of the tender.</p> <p>All bidding instructions and information about this tender are detailed in the following sections.</p>	

Tender Package Available from: 15th October, 2020	Tender Package Pickup Location: https://www.mercycorps.org/tenders
Deadline for Offer Submission: 30th October, 2020 at 10.00 AM EAT.	Submit Offers to: Hard copy submissions; <i>tender box at MercyCorps Nairobi Offices located at Almont Park, 3rd Floor, Behind Medanta Hospital and Opposite Toyota Westlands.</i> Electronic submissions; tenders@mercycorps.org

Mercy Corps reserves the right to accept or reject any late offers

Request for Proposal (RFP)- Insurance services



Questions and Answers (Q&A)

If any, Submit Questions in writing to: [Email address; ke-pr@mercy Corps.org](mailto:ke-pr@mercy Corps.org)

Last Day for Questions;
21st October, 2020 at 5.00 PM EAT.
No more questions will be accepted after this date.

Questions will be answered by:
[23rd October, 2020 at 5.00 PM EAT](#)

Questions will be answered through: [All questions received will be consolidated and responses uploaded on the website <https://www.mercy Corps.org/tenders> alongside the tender documents by Friday, 23rd October, 2020](#)

Documentation Checklist

These documents are contained within this tender package:	✓	Invitation to Tender
	✓	General Conditions for Tender
	✓	Criteria and Submittals
	✓	Price Offer Sheet
	✓	Supplier Information Form
	✓	Scope of Work
	✓	List of vehicles and employees' details
	✓	Underwriter Authorization form
	✓	Sample Contract

2. General Conditions for Tender

Mercy Corps invites proposals for the services described and summarized in these documents, and in accordance with procedures, conditions and contract terms presented herein. Mercy Corps reserves the right to vary the quantity of work/materials specified in the Tender Package without any changes in unit price or other terms and conditions and to accept or reject any, all, or part of submitted offers.

2.1 Mercy Corps' Anti-Bribery and Anti-Corruption Statement

Mercy Corps strictly prohibits:

- Any form of bribe or kickback in relation to its activities
This prohibition includes any *request* from any Mercy Corps employee, consultant or agent for anything of value from any company or individual in exchange for the employee, consultant or agents taking or not taking any action related to the award of a contract or the contract once awarded. It also applies to any *offer* from any company or individual to provide anything of value to any Mercy Corps employee, consultant or agent in exchange for that person taking or not taking any action related to the award of the contract or the contract.
- Conflicts of interests in the awarding or management of contracts
If a company is owned by, whether directly or indirectly, in whole or in part, any Mercy Corps employee or any person who is related to a Mercy Corps employee, the company must ensure that it and the employee disclose the relationship as part of or prior to submitting the offer.
- The sharing or obtaining of confidential information
Mercy Corps prohibits its employees from sharing, and any offerors from obtaining, confidential information related to this solicitation, including information regarding Mercy Corps' price estimates, competing offerors or competing offers, etc. Any information provided to one offeror must be provided to all other offerors.
- Collusion between/among offerors
Mercy Corps requires fair and open competition for this solicitation. No two (or more) companies submitting proposals can be owned or controlled by the same individual(s). Companies submitting offers cannot share prices or other offer information or take any other action intended to pre-determine which company will win the solicitation and what price will be paid.

Violations of these prohibitions, along with all evidence of such violations, should be reported to:

integrityhotline@mercy Corps.org

Mercy Corps will investigate allegations fully and will take appropriate action. Any company, or individual that participates in any of the above prohibited conduct, will have its actions reported to the appropriate authorities, will be investigated fully, will have its offer rejected and/or contract terminated, and will not be eligible for future contracts with Mercy Corps. Employees participating in such conduct will have his/her employment terminated.

Violations will also be reported to Mercy Corps' donors, who may also choose to investigate and debar or suspend companies and their owners from receiving any contract that is funded in part by the donor, whether the contract is with Mercy Corps or any other entity.

2.2 Tender Basis:

- All offers shall be made in accordance with these instructions, and all documents requested should

be furnished, including any required (but not limited to) supplier-specific information, technical specifications, drawings, bill of quantities, and/or delivery schedule. If any requested document is not furnished, a reason should be given for its omission in an exception sheet.

- No respondent should add, omit or change any item, term or condition herein.
- If suppliers have any additional requests and conditions, these shall be stipulated in an exception sheet.
- Each offeror may make one response only.
- Each offer shall be valid for the period of [180 days] from its date of submission.
- All offers should indicate whether they include taxes, compulsory payments, levies and/or duties, including VAT, if applicable.
- Suppliers should ensure that financial offers are devoid of calculation errors. If errors are identified during the evaluation process, the unit price will prevail. If there is ambiguity on the unit price, the Selection Committee may decide to disqualify the offer.
- Any requests for clarifications regarding the project that are not addressed in written documents must be presented to Mercy Corps in writing. The answer to any question raised in writing by any offeror will be issued to that offeror. In some cases Mercy Corps may choose to issue clarifications to all offerors. It is a condition of this tender that no clarification shall be deemed to supersede, contradict, add to or detract from the conditions hereof, unless made in writing as an Addendum to Tender and signed by Mercy Corps or its designated representative.
- This Tender does not obligate Mercy Corps to execute a contract nor does it commit Mercy Corps to pay any costs incurred in the preparation and submission of proposals. Furthermore, Mercy Corps reserves the right to reject any and all proposals, if such action is considered to be in the best interest of Mercy Corps.

2.3 Supplier Eligibility

Suppliers may not apply, and will be rejected as ineligible, if they :

- Are not registered companies
- Are bankrupt or in the process of going bankrupt
- Have been convicted of illegal/corrupt activities, and/or unprofessional conduct
- Have been guilty of grave professional misconduct
- Have not fulfilled obligations related to payment of social security and taxes
- Are guilty of serious misinterpretation in supplying information
- Are in violation of the policies outlined in Mercy Corps Anti Bribery or Anti Corruption Statement
- Supplier (or supplier's principals) are on any list of sanctioned parties issued by; or are presently excluded or disqualified from participation in this transaction by: the United States Government or United Nations by the United States Government, the United Kingdom, the European Union, the United Nations, other national governments, or public international organizations.

Additional eligibility criteria, if applicable, are stated in section 3.2 of this tender package.

2.4 Response Documents

Offerors can either utilize the response documents contained in this tender package to submit their offer or they can submit an offer in their own format as long as it contains all the required documents and information specified by this tender.

2.5 Acceptance of Successful Response

Documentation submitted by offerors will be verified by Mercy Corps. The winning offeror will be required to sign a contract for the stated, agreed upon amount.

2.6 Certification Regarding Terrorism

It is Mercy Corps' policy to comply with humanitarian principles and the laws and regulations of the United States, the European Union, the United Nations, the United Kingdom, host nations, and other applicable donors concerning transactions with or support to individuals or entities that have engaged in fraud, waste, abuse, human trafficking, corruption, or terrorist activity. These laws and regulations prohibit Mercy Corps from transacting with or providing support to any individuals or entities that are the subject of government sanctions, donor rules, or laws prohibiting transactions or support to such parties.

3. Criteria & Submittals

3.1 Contract Terms

Mercy Corps intends to issue a **Fixed Price** contract to one or several company(ies) or organization(s). The successful offeror(s) shall be required to adhere to the statement of work and terms and conditions of the resulting contract. The anticipated contract is incorporated in [Section 6](#) herein. By submitting an offer, offerors certify that they understand and agree to all of the terms and clauses contained in [Section 6](#).

3.2 Specific Eligibility Criteria

Eligibility criteria must be met and the corresponding supporting documents listed below under “Tender Submittals” **must** be submitted with offers. Offerors who do not submit these documents may be **disqualified** from any further technical or financial evaluation.

Eligibility Criteria:

- The offeror must be legally registered
- The offeror must be in good standing with its governing tax authority
- The offeror must be registered with the regulatory authority

3.3 Tender Submittals

NB: Please note that all documents provided by the broker and underwriter will be verified with the relevant authorities where necessary to establish authenticity. Issuing of fake documents will render the tender submission non-responsive

Documents and required information listed in tender submittals are necessary in order to support the eligibility criteria and to conduct technical evaluations of received offers (and due diligence). While absence of these documents and/or information does not denote mandatory disqualification of suppliers, the lack of these items has the potential to severely and negatively impact the technical evaluation of an offer.

The offerors shall seal the original and copy of tender in separate envelopes, duly marking the envelopes as “**Technical**” and “**Financial**”. The envelopes shall then be sealed in an outer envelope. The bidders whose technical proposal shall meet the minimum scores during the evaluation, shall proceed to financial evaluation where their financial envelope will be opened.

Offers will be marked with the tender number **MCK/NBO/008/2020** and the category/ies they have applied for on top of the envelope or email subject.

Documents supporting the Eligibility Criteria:

1. Submit copy of Certificate of Registration /Incorporation with Registrar of companies
2. Submit copy of Registration certificate with Insurance Regulatory Authority (IRA)for the current year 2020
3. Current registration certificate for the year 2020 with Association of Insurance Brokers of Kenya (AIBK).
4. Submit copy of PIN Certificate

5. Submit Valid tax compliance certificate
6. Provide tender Security of Ksh.500, 000/- (Five hundred thousand only) from a bank NOT from Insurance Company. Tender security will be standard irrespective of the categories applied i.e incase an offeror chooses to apply for all or one category, tender security will be a total of Ksh. 500,000. Tender security may be forfeited if:
 - a. A bidder withdraws its tender during the period of tender validity
 - b. in the case of a successful bidder, fails to sign the contract
7. Duly completed Underwriter Authorization form

Documents to conduct the Technical Evaluation and additional Due Diligence:

MEDICAL INSURANCE COVER.

1. Demonstrate financial capacity to carry out the contract: Attach audited accounts for the last two years (2018/2019)
2. Submit list of five corporate clients and preferably Non-Governmental Organizations with a contract sum of at least Ksh.25 million each for period from 2017 to date (2017-2020) with the exception of Mercy Corps. These contracts should be specifically for medical insurance.
3. Submit five testimonials from the five clients listed in 2 above).
4. Provide detailed company profile showing company location, history, and organizational structure
5. Submit detailed CVs of top management and technical staff.
6. Submit evidence of Professional Indemnity insurance cover for a minimum of Ksh 100 Million.
7. Demonstrate experience of not less than 10 years in Medical Service provision. Attach IRA Medical Insurance Provider (MIP) annual certificate for all the years.
8. Membership of Medical Insurance Provider Association (MIPAK). Submit evidence of this.
9. Must have annual premium turnover of a minimum Ksh. 250 Million in the last period of 2018/2019. Submit evidence of such turnover
10. Must provide a draft Service Level Agreement (SLA) acceptable within the requirements/guidelines of the Insurance Regulatory Authority.
11. Price offer complete with all inclusions, exclusions value adds and any other information as may be applicable.

MOTOR VEHICLE AND GROUP GPA/WIBA

1. Demonstrate financial capacity to carry out the contract: Attach audited accounts for the last two years (2018/2019)
2. Submit list of five corporate clients with a contract sum of at least Ksh.15 million each for period from 2017 to date (2017-2020) with the exception of Mercy Corps.
3. Submit five testimonials from the five clients listed in 2 above).
4. Provide detailed company profile showing company location, history, and organizational structure
5. Submit detailed CVs of top management and technical staff.
6. Submit evidence of Professional Indemnity insurance cover for a minimum of Ksh 100 Million.
7. Price offer complete with all inclusions, exclusions value adds and any other information as may be applicable.
8. Demonstrate experience of not less than 10 years in Motor Vehicle and General Insurance Brokerage Service provision. Attach certified copies of IRA registration certificates for all the years (certified by the issuing authority). Except KRA Pin and tax compliance certificate

Mandatory Requirements – Only firms meeting all that Mandatory Requirements shall proceed for further evaluation. Mercy Corps prefers certified copies of required documents either by the issuing body or firm or commissioner of oaths.

CONDITIONS TO BE MET BY THE INSURANCE COMPANY

1. Must be registered with the Insurance Regulatory Authority for the current year 2020 and a copy of the current license submitted as evidence.
2. Must have annual gross premiums turnover in the previous year (2019) of at least Ksh.2 Billion with minimum 50 % of this being from non- motor policies.
3. Must have paid up capital of at least Kshs.600 million.
4. Must give current recommendation letters (dated between January 2020 – September 2020) from 5 reputable clients wherein they have provided Insurance Services with a contract sum of at least Ksh.50 million each per year within the last three years (2017 to date).
5. Must submit current recommendation letters (dated between January 2020 – March 2020) from 5 reputable service providers (hospitals/medical centers etc.) spread all over the country with keen attention to Samburu, Turkana, Wajir, Marsabit, Garissa and Isiolo counties.
6. Must submit a copy of the audited accounts for two previous years (2018/2019) duly filed with the Registrar of companies. Proof of filing will be required.
7. Must provide a detailed company profile showing company location, history, and organizational structure and geographic spread of the service providers with emphasis on the counties listed in (5) above.
8. Must submit detailed CVs of at least 10 (ten) top and technical staff with evidence of Professional qualifications and membership to professional bodies.
9. Must submit copies of the following documents; PIN Certificate, Valid and current Tax Compliance Certificate, Certificate of Registration/Incorporation.
10. Must be a member of the Association of Kenya Insurers (AKI) and provide a valid certificate for 2020
11. Must have a solvency margin of not less than 150% in 2019 and provide evidence.

Price Offer :

The Price offer is used to determine which offer represents the best value and serves as a basis of negotiation before award of a contract. As a Fixed-Price contract, the price of the contract to be awarded will be an all-inclusive fixed price basis, either in the form of a total fixed price or a per-unit/deliverable fixed price. No profit, fees, taxes, or additional costs can be added after contract signing. Offerors must show unit prices, quantities, and total price, as displayed in the Offer Sheet in Section 4. All items must be clearly labeled and included in the total offered price.

Offerors **must** include VAT and other applicable levies in their offer

3.4 Currency

Offers should be submitted in: Kenya Shillings (KESs.)

Payments will be made in: Kenya Shillings (KESs.)

3.5 Tender Evaluation (Trade-Off Selection Method)

Based on the above submittals, a Mercy Corps Tender Committee will conduct a tender evaluation process. Mercy Corps reserves the right to accept or reject any or all proposals, and to accept the offer(s) deemed to be in the best interest of Mercy Corps. MC will not be responsible for or pay for any expenses or losses which may be incurred by any Offeror in

the preparation of their tender.

Evaluations will be conducted as described in the following subsections:

3.5.1 Scoring Evaluation

Trade-Off Method

Mercy Corps Tender Committee will conduct a technical evaluation which will grade technical criteria on a weighted basis (each criteria is given a percentage, all together equaling 100%). Offeror's proposals should consist of all required technical submittals so a Mercy Corps committee can thoroughly evaluate the technical criteria listed herein and assign points based on the strength of a technical submission.

Award criteria shall be based on the proposal's overall **"value for money"** (quality, cost, delivery time, etc.) while taking into consideration donor and internal requirements and regulations. Each individual criteria has been assigned a weighting prior to the release of this tender based on its importance to Mercy Corps in this process.

Offeror(s) with the best score will be accepted as the winning offeror(s), assuming the price is deemed fair and reasonable and subject to the additional due diligence in [section 3.5.2](#).

When performing the Scoring Evaluation, the Mercy Corps tender committee will assign points for each criteria based on the following scale:

Point	Rationale
0	Not acceptable; has not met any part of the specified criteria
1-4	Has met only some minimum requirements and may not be acceptable
5	Acceptable
6-9	Acceptable; has met all requirements and exceeds some
10	Acceptable; has exceeded all requirements

The evaluation shall be carried out in three stages i.e. Completeness and eligibility to check for mandatory requirements, Technical and Financial evaluation. Technical shall carry 70% while Financial shall carry 30%. Only firms meeting all the mandatory requirements shall proceed for Technical evaluation. Those who score 55 out of 70 will proceed to the financial evaluation.

Evaluation Criteria	Weight (%)	Possible Points (1 to 10)	Weighted Score
	(A)	(B)	(A*B)
An annual premium turnover of at least Ksh. 250 million in the last financial years (2018/2019) (10 %). Below 50M- 0 points 50- 99M... 2 points 100-149M.....4 points	10%	10	1.0

Request for Proposal (RFP)- Insurance services



150 -199M.....6 points 200 -249M..... 8 Points 250M and above...10 points			
Professional Indemnity Insurance cover for minimum of Ksh.100 million (5 %)	5%	10	0.5
Five (5) current reference letters (dated between March 2020 – Sep 2020) from clients with a medical contract sum of at least 25 million each within the last three years i.e. 2017 to date. 2 points per complete letter capturing: date, value, duly stamped and signed by issuing organization.	10%	10	1.0
Financial Position – 2 year audited accounts/ 2018/2019 (10 %) 5 points per year signed by the auditors and indicating a healthy financial position, liquidity and going concern.	10%	10	1.0
Detailed CVs of top technical staff with at least 5 of them having Professional qualifications in Insurance and membership with professional Insurance body. Attach evidence of professional certificates and membership. A complete submission must have: CVs, copies of professional qualification and membership with a professional body and demonstrated experience in the insurance industry. i) Senior technical team. Professional with a degree and a diploma in insurance such as ACII, AIIK up to a max of two/2 professionals (from Chartered Insurance Institute or College of Insurance) (7%). 5 points per each professional with complete testimonials ii) A qualified doctor and at least a Nurse to review /handle claims and diagnosis or prescriptions to our employees. Doctor must have a minimum of 5 years post internship and Nurses 3 years' experience. Attach registration certificates) 5% Marks). Doctor and nurse, 10 points, Doctor only, 7 points and nurse only, 4 points. iii) An in-house fully qualified actuary with specialization in Health, General and Micro Insurance with 5 years' experience post registration. Attach registration certificate from Institute & or Faculty of Actuaries. 4%. Any qualification and experience below this to get ½ marks. iv) Technical/administration team members with a diploma/degree/ certificate in Insurance only. Up to a maximum of 3 professionals (Attach certificate from college of Insurance or equivalent) 4% with degree 10points, diploma 7points and certificates 4 points	20%	10	2.0
Company profile – 15% i) Evidence of providing insurance brokerage services	15%	10	1.5

Request for Proposal (RFP)- Insurance services



<p>for more than 10 years (4%) 10 years and above 10 points, 5 to 9 years, 5 points and below 5 years, 2 points.</p> <p>ii) Geographic coverage. 5%,Samburu (2.5 points), Turkana (2.5 points), Wajir (2 points), Marsabit (1 point), Garissa (1 point) and Isiolo (1 point) counties.</p> <p>iii) <u>Scheme Administration and Case Management</u>. (3%). Demonstrates very strong proposed methodology for the administration of the scheme, 10-6 points Demonstrates moderate to weak proposed methodology for delivery for the administration of the scheme, 5-0</p> <p>iv) Certification by Quality Assurance body (3%). Evidence of ISO certification or its equivalent, 10 points while evidence of being in the process of acquiring certification to get, 5 points</p>			
TOTAL POSSIBLE SCORE:	70%	60	7
FINANCIAL SCORING CRITERIA (ONLY FOR THOSE SCORING 55% AND ABOVE FOR TECHNICAL SCORE)			
The tender will NOT be automatically awarded to the lowest bidder, but the most responsive evaluated bidder.			
Tender Price – Lowest bidder (10points) , 2nd lowest bidder (8points) , 3rd lowest bidder (6points); 4th lowest bidder 4 points); 5th lowest bidder (2 points); any other price – (0).	7.5%	10	0.75
Provided enhancements/riders above the stated risk schedule such as cover for medical health check ups etc. The highest number and value of enhancements/riders attracts the full marks and vice versa. (7.5 %)	7.5%	10	0.75
Provided any other value additions (5 % – each 2 points for each)	5%	10	0.5
Attached copy of quotation from the recommended underwriter that is duly stamped and signed and a completed underwriter authorization form (5 %)	5%	10	0.5
Provided cover details such as policy conditions, exclusions, excess limits and warranties etc. (5 %).	5%	10	0.5
TOTAL FOR FINANCIAL			
TOTAL POSSIBLE SCORE:	100%	110	10
The best vendors will be required to make an oral presentation of their proposal before final determination of tender award.			

SELECTION CRITERIA FOR MOTOR VEHICLE AND GPA/WIBA

Evaluation Criteria	Weight (%)	Possible Points (1 to 10)	Weighted Score
	(A)	(B)	(A*B)
<p>An annual premium turnover of at least Ksh. 250 million in the last financial years (2018/2019) (10 %).</p> <p>Below 50M- 0 points 50- 99M... 2 points 100-149M.....4 points 150 -199M.....6 points 200 -249M..... 8 Points 250M and above...10 points</p>	10%	10	XX
Professional Indemnity Insurance cover for minimum of Ksh.100 million (5 %)	5%	10	XX
Five current (5) reference letters (Dated March 2020 – Sep 2020) from clients with a contract value of at least 20 million each within the last three years i.e. 2017 to date (10%). 2 points per letter that is complete. i.e date, value and duly stamped and signed by issuing organization if value is less, -1 point .	10%	10	XX
Financial Position – 2 year audited accounts/ 2018/2019 (10 %) 5 points per year signed by the auditors and indicating a healthy financial position	10%	10	XX
<p>Detailed CVs of top technical staff with at least 5 of them having Professional qualifications in Insurance and membership with professional Insurance body. Attach evidence of professional certificates and membership. (25 %). A complete submission to have (CV, copies of professional qualification and membership with professional body and experience in the insurance industry)</p> <p>i) Professional with a degree and a diploma in insurance such as ACII, AIK up to a max of two/2 professionals (from Chartered Insurance Institute or College of Insurance) (10%). 5 points for each professional with complete testimonials</p> <p>ii) An in-house fully qualified actuary with 5 years' experience post registration 8%. Attach registration certificate from Institute & or Faculty of Actuaries (10 points). . Any qualification and experience below this to get 5 points.</p>	25%	10	XX

Request for Proposal (RFP)- Insurance services



iii) Professional with a diploma/degree/ certificate in Insurance only. Up to a maximum of 3 professionals (Attach certificate from college of Insurance or equivalent) 7% with degree 10points, dip 7points and cert 4 points			
1. Company profile – 10%			
i) Been in business of insurance brokerage services for more than 10 years (5%).....over 10years, 10points. 5 to 10 years , 5 points, and below 5 years, 2 points.			
ii) Certification by Quality Assurance body(5%) e.g. ISO certification or its equivalent gets 10 points.Evidence of being in the process of acquiring certification to get 5 points	10%	10	1
TOTAL	70	60	7
FINANCIAL SCORING CRITERIA (ONLY FOR THOSE SCORING 55% AND ABOVE FOR TECHNICAL SCORE)			
The tender will NOT be automatically awarded to the lowest bidder, but the most responsive evaluated bidder.			
Tender Price – Lowest bidder (10points) , 2nd lowest bidder (8points) , 3rd lowest bidder (6points); 4th lowest bidder 4 points); 5th lowest bidder (2 points); any other price –(0) .	7.5 %	10	
Motor vehicle insurance. Provided cover enhancements/riders above the stated risk schedule such as windscreen covers, cover for entertainment gadgets etc. (7.5 %). The highest number and value of enhancements/riders attracts the full marks and vice versa. Group Life of GPA/ WIBA. Provided cover enhancements/ riders above stated risk schedule such as critical illness, last expense etc (7.5 %). The highest number and value of enhancements/riders attracts the full marks and vice versa.	7.5 %	10	
Provided any other value additions (5 % – each 2 points for each)	5%	10	
Attached copy of quotation from the recommended underwriter that is duly stamped and signed (5 %)	5%	10	
Provided cover details such as policy conditions, exclusions, excess limits and warranties etc. (5 %).	5%	10	
TOTAL FOR FINANCIAL			
TOTAL POSSIBLE SCORE:	100%	120	10
The best vendors will be required to make an oral presentation of			

their proposal before final determination of tender award.			
--	--	--	--

3.5.2 Additional Due Diligence

Upon completion of both the technical and financial evaluations Mercy Corps may choose to engage in additional due diligence processes with a particular supplier or supplier(s). The purpose of these processes is to ensure that Mercy Corps engages with reputable, ethical, responsible Suppliers with solid financials and the ability to fulfill the contract. Additional due diligence may take the form of the following processes (though it is not limited to):

- Reference Checks by contacting previous and current clients
- Determination of relations and affiliations between offerors
- Internet search
- Check whether the firm has been barred by any organization or is on the gray list embargo
- Other appropriate documented method giving Mercy Corps increased confidence in the supplier's ability to perform

4. Offer Form

Offerors must submit their own independent offer including at least (but not limited to):

- All documents requested in the “Eligibility Criteria” section of this Tender Package
- All documents requested in the “Tender Submittals” section of this Tender Package
- All information listed in the “Documents Comprising the Proposal” section below
- Due completion of the following forms – Price offer form, Supplier Information Form and Underwriters Authorization Form.
- Submission and verification of all documents stated herein and mandatory requirements for the proposed underwriter.

All offers must be duly signed (including position and full name of the signer) and stamped, with the date of completion.

Documents Comprising the Proposal

- Cover Letter** explaining interest to be a contracted vendor or supplier, and the details of the Proposal. The content of the cover letter shall include the following information:
 - A detailed Price offer complete with all inclusions, exclusions value adds and any other information as may be applicable
 - Value adds and any enhancements
 - Cover administrations and case management
 - Price validity date (for this purpose and as stated on the advertisement, quote given shall remain unchanged for 90 days)
- A Price Offer detailing the unit price and total price, using the **Price Offer Sheet** template provided in **section 7** and detailed scope in section five with list of Motor vehicles and staff numbers.
- Completed and signed Mercy Corps **Supplier Information Form** (template provided in **section 7**)
- Underwriter Authorization form template will be provided in section 7.
- Other important documents offeror feels need to be attached to support their proposal

The Financial proposal shall be signed by the offeror or a person or persons duly authorized to bind the offeror to the contract. Financial offer pages of the proposal shall be initialed by the person or persons signing the proposal and stamped with the company seal.

Any interlineations, erasures, or overwriting shall be valid only if they are initialed by the person or persons signing the proposal.

5. Scope of Work/Technical Specifications

5.1 Background

Mercy Corps seeks to procure a medical insurance cover for its employees and their legal dependents from a reputable and a competent medical insurance provider. The cover will be comprehensive group medical insurance cover to cater for both outpatient and inpatient medical services (including optical and dental). The proposed Staff

Medical Scheme shall be a fully enhanced and anticipated to provide all employees and their dependents with quality medical and health care services on 24 hours worldwide medical. The extent of cover will however be dependent on the prevailing terms and conditions as agreed with the Insurance Company.

Motor Vehicle and GPA/WIBA is to cover Mercy Corps Kenya Motor Vehicle and employees against accidents and other perils

5.2 Scope of Work

SCHEDULE OF REQUIREMENTS

A. MEDICAL INSURANCE RISK SCHEDULE 2021

Please note the Risk Specifications:

- 1) Quote **must** be based on Enhanced Benefits coverage.
- 2) Cover **must** be credit based and the mode of identification be use of biometric smart cards.
- 3) Bidder **must** provide relevant cover details (clauses, exclusions, policy conditions, consultation limit etc.
- 4) Confirmation from underwriters that they will facilitate medical treatment not locally available in Kenya on credit basis is required. If possible specify the countries and medical health facilities to be used in such cases.
- 5) Bidders shall be required to quote based on the Summary of cover benefits provided. Bidders who provide offers that is **below** this criteria shall be declared non responsive and will not be evaluated in this category.
- 6) Any other cover enhancements **above** what is given below and value additions will be an added advantage and will be evaluated accordingly.
- 7) Proposal on optional individual/family Excess of Loss (XOL) on the scheme limit will be given due consideration. We are also inviting proposals on optional individual air evacuation schemes for staff and their dependents. These will be considered value add and quote shall not form part of the tender price.
- 8) Claims loss ratio for the past three years is as follows:

YEAR	2018	2019
CLAIMS LOSS RATIO	N/A	71....%

Request for Proposal (RFP)- Insurance services



Scope of the Cover:

1. Inpatient Cover

The In-patient cover benefit shall cater for illnesses requiring hospitalization with the provision of high quality health care in case of hospitalization. The in-patient cover benefits will be fully enhanced with the provision of benefits including but not limited to post hospitalization benefits, pre-existing illnesses, congenital, chronic and HIV/AIDS related conditions, terrorism among other benefits to be specified by the bidder with the respective limits.

1. Outpatient Cover

The Out-patient cover will cover cases of illness not requiring admission into a hospital including examinations, diagnosis at health clinics and/or hospitals with the aim of preventing any ailment or illness from growing into cases that require hospitalization. The Out-patient services should provide quality medical services including but not limited to the following benefits: Routine outpatient consultation; Diagnostic Laboratory and Radiology services; Prescribed Physiotherapy; Prescribed drugs and dressings; Routine Antenatal check-ups and postnatal care, HIV/AIDS related conditions and prescribed ARVs; Routine Immunization (KEPI) / baby vaccines among other benefits to be specified by the bidder with the respective limits.

1. Other benefits:

The medical insurance cover should also provide for the following additional benefits:

- i. Dental cover
- ii. Optical
- iii. Fully insured maternity cover

1. Exclusions and Requirements

The bidder must state clearly requirements, special conditions and/or exclusions applicable to the schemes and provide options on how to deal with the exclusions.

1. Case Management

The bidder is expected to provide details on the following:

- i. A detailed description on how the cover is going to be administered.
- ii. An analysis on how the service provider intends to address the following:
 - a. Eligibility ages for the cover for employees and their dependents;
 - b. Admission of members into the cover;
 - c. Admission of a new born into the cover;
 - d. Procedure to be followed for overseas cover;
 - e. Procedure to be followed to procure last expense (if any in your package);
 - f. Any other areas requiring emphasis
- iii. Claims Settlement Turnaround Time: provide details of the claims settlement turnaround time. Note the time indicated will be included as part of the Service Level Agreement to review the performance of the Tenderer after contracting.

1. Geographical Coverage

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

- i. Full details of towns where the insurance company is represented.
- ii. The appointed hospitals, clinics and doctors all over the country that can be accessed by employees and their dependents.
- iii. Full details of the medical cover outside Kenya and all exclusions that are applicable.

Request for Proposal (RFP)- Insurance services



Medical Cover Details

The Mercy Corps Kenya and AgriFin Accelerate team is constituted of approximately 153 team members.

The breakdown for each family sizes is tabulated below.

No. Members	Family Category	Family No.
<u>1</u>	M	28
<u>2</u>	M+1	13
<u>3</u>	M+2	29
<u>4</u>	M+3	42
<u>5</u>	M+4	28
<u>6</u>	M+5	13
<u>TOTAL</u>		153

Offers should include quotations based on the following details:

Option 1: Provide premium rate and costing for each of the benefits below based on family sizes M to M+5 and the basis for of costing for subsequent additional dependents beyond M+5

- Inpatient limit – KES. 3,000,000
- Outpatient limit – KES. 300,000 per family
- Dental limit – KES. 20,000 per family member
- Optical limits – KES. 20,000 per family member
- Maternity limit – KES 200,000 per family

Option 2:

Provide premium rates for each of the benefits below for family sizes M to M+5. In addition, please provide basis of premium costing for subsequent additional dependents beyond M+5:

- Inpatient limit – KES. 3,000,000
- Outpatient limit – KES. 300,000 per family
- Dental limit – KES. 25,000 per family member
- Optical limits – KES. 25,000 per family member
- Maternity limit – KES 250,000 per family

Request for Proposal (RFP)- Insurance services



B. GENERAL INSURANCE RISK SCHEDULE 2021

Motor Vehicle Insurance and Group Life Assurance and Group Personal Accident & Work Injury Benefit Act (GPA/WIBA) (Combined) Insurance Cover is to cover Mercy Corps Kenya Motor Vehicle and employees against accidents and other perils.

Please note the Risk Specifications:

1. Bidders shall be required to quote based on the General Risk Schedule given below. Bidders who provide offers that is **below** this criteria shall be declared non responsive and will not be evaluated in this category. Any other cover enhancements or riders **above** what is given below and value additions will be an added advantage and will be evaluated accordingly.
2. Bidder **must** provide relevant cover details (clauses, exclusions, policy conditions, warranties, excess limits) etc.
3. Schedule of staff on contract covered under Group Life and GPA/WIBApolicy and Motor asset schedule is as below;
4. Claims loss ratio for the previous two years for General Classes of Insurance with highest claims and combined underwriting loss ratio is follows:

YEAR	2018	2019
MOTOR PRIVATE	N/A	2.03%
GPA/WIBA	N/A	3.69%

i) MOTOR VEHICLES: -

	Reg Number	Make	Location	Current Value	Risks to be covered	Expiry of the current cover
1	KCL 332C	Toyota Land cruiser 2009	WAJIR	2,371,500.00	Comprehensive	31-Jan-21
2	KCR 574V	Toyota Land cruiser 2018	LODWAR	5,850,000.00	Comprehensive	31-Jan-21
3	KCR 005N	Toyota Land cruiser 2017	LODWAR	9,728,836.00	Comprehensive	31-Jan-21
4	KCR 185N	Toyota Land cruiser 2017	MARSABIT	9,728,836.00	Comprehensive	31-Jan-21
5	KAZ 788R	Toyota Prado 2007	ISIOLO	1,494,000.00	Comprehensive	31-Jan-21
6	KBR 098P	Toyota Hilux 4X4 2011	ISIOLO	1,962,000.00	Comprehensive	31-Jan-21
7	KBQ 704U	Toyota Hilux 4X4 2011	WAJIR	1,820,700.00	Comprehensive	31-Jan-21
8	KBR 963K	Toyota Fortuner 2011	GARISSA	2,925,000.00	Comprehensive	31-Jan-21
9	KBR 962K	Toyota Fortuner 2011	KAPENGURIA	2,322,000.00	Comprehensive	31-Jan-21

Request for Proposal (RFP)- Insurance services



10	KBR 961K	Toyota Fortuner 2011	LODWAR	2,524,500.00	Comprehensive	31-Jan-21
11	KBK 505S	Toyota Harrier 2000	NAIROBI	603,000.00	Comprehensive	31-Jan-21
12	KBM 815Y	Toyota Klugger 2003	NAIROBI	720,000.00	Comprehensive	31-Jan-21
13	KCC 532 H	Toyota Hilux 4X4 2015	WAJIR	3,229,824.00	Comprehensive	31-Jan-21
14	KCY 122E	Toyota Land Cruiser 2020	LODWAR	7,100,000.00	Comprehensive	31-Jan-21
15	KCY 123E	Toyota Land Cruiser 2020	NAIROBI	7,100,000.00	Comprehensive	30-Jan-21
16	KCY 124E	Toyota Land Cruiser 2020	NAIROBI	7,100,000.00	Comprehensive	30-Jan-21
17	KCY 125E	Toyota Land Cruiser 2020	NAIROBI	7,100,000.00	Comprehensive	30-Jan-21
18	KCY 126E	Toyota Land Cruiser 2020	NAIROBI	7,100,000.00	Comprehensive	30-Jan-21
19	KCY 127E	Toyota Land Cruiser 2020	SAMBURU	7,100,000.00	Comprehensive	30-Jan-21
20	KCY 128E	Toyota Land Cruiser 2020	NAIROBI	7,100,000.00	Comprehensive	30-Jan-21
21	KCY 218F	Toyota Land Cruiser 2020	MOMBASA	4,850,000.00	Comprehensive	30-Jan-21
22	KCX 037H	Toyota Harrier 2014	NAIROBI	3,747,560.00	Comprehensive	30-Jan-21
23	KCZ 562G	Toyota Land cruiser 2020	LODWAR	7,291,760.00	Comprehensive	30-Jan-21
24	KCZ 561G	Toyota Land cruiser 2020	MARALAL	7,291,760.00	Comprehensive	30-Jan-21

ii) MOTOR CYCLES

	Reg Number	Make	Location	Current Value	Risks to be covered	Expiry of the current cover
1	KMFD 858T	CRUX YD 110	LODWAR	104,000.00	Comprehensive	30-Jan-21
2	KMFD 859T	CRUX YD 110	LODWAR	104,000.00	Comprehensive	30-Jan-21
3	KMFD 860T	CRUX YD 110	LODWAR	104,000.00	Comprehensive	30-Jan-21
4	KMFD 872T	CRUX YD 110	LODWAR	104,000.00	Comprehensive	30-Jan-21

Note: - The successful firm has to conduct independent valuation to determine the actual insurable amount.

iii) **SCOPE OF WORK FOR THE PROVISION OF COMPREHENSIVE GROUP LIFE ASSURANCE AND GROUP PERSON ACCIDENT/WORK INJURY BENEFIT ACT (WIBA) COVER**

Introduction:

Purpose of Cover: Indemnity to the employee in respect of bodily injury by accident or disease arising out of and in the course of employment of an employee including medical expenses and last expense as per policy.

The Insured: Mercy Corps, Kenya and AgriFin staff

Interests and Sums: KES446,971,628 (Annual) and 153 staff

Group Life Assurance Cover:

Group Life Assurance (GLA) is a cover usually obtained by an employer on the lives of the employees as a group. The employer takes out this insurance for the employees with the aim of protecting them against being unable to work due to illness or injury or, in the worst instance of death. Under GLA cover, the employer is able to provide death benefits to the dependents of the employees who die in service. Their families can then be provided with help at a time when it is most needed.

Group Personal Accident/WIBA Cover:

This is a combination of the Workmen Injury Benefit Act (WIBA) and Groups Personal Accident (GPA) covers, intended to address the workplace and off-duty risks. This cover provides compensation to employees if they suffer bodily injury solely and directly caused by accidental, violent, visible and external means.

Mercy Corps seeks proposals from Insurance Brokerage Providers for the provision of a combination of the GLA and GPA/WIBA Insurance cover for its employees.

Proposals must clearly outline the benefits and quotations for GLA and GPA/WIBA covers including but not limited to any additional arrangements and riders providing options cumulative to 8 years.

Under the Group Life Assurance cover, the following benefits and riders must be underscored:

1. Death Benefit and the Free Cover Limit
2. Critical Illness benefit and conditions covered herein
3. Last Expense
4. Total and Permanent Disability benefit

Group Personal Accident/WIBA proposal must underscore the following:

1. Death benefit
2. Total Permanent Disability
3. Temporary Total Disability
4. Medical Reimbursement
5. Confirmation that the policy covers all occupational diseases and confirmed occupational exposures to COVID-19.

Proposals must also articulate the following:

Request for Proposal (RFP)- Insurance services



Comprehensive Scope of the cover including but not limited to geographical scope of the cover and age limit, terrorism etc.; General conditions, Value Added services (where applicable) and Exclusions and/or special clauses.

Any additional benefits not captured herein may also be included.

Request for Proposal (RFP)- Insurance services



6. Sample Contract

This is the anticipated contract. However, if required, additional terms and conditions may be added by Mercy Corps in the final contract.

SERVICE CONTRACT

Contract No. _____

THIS SERVICE CONTRACT entered into as of _____ by and between MERCY CORPS, a State of Washington, U.S.A. nonprofit corporation having its principal office in Portland, Oregon, U.S.A. (“Mercy Corps”) and _____ (“Contractor”) is as follows:

1. Defined Terms. Each of the following terms has the meaning given to such term on Schedule I attached hereto: Authorized Representative, Payment Terms, Services and SOW. “Contract” means this Service Contract as amended, modified or supplemented from time to time taken together with its Schedules. Additional terms may be defined throughout this Contract.

2. Delivery of Services.

a. Contractor will perform the Services, and Mercy Corps will pay for the Services, in accordance with the terms and conditions and within the Performance Period set forth in this Contract and the Statement of Services.

b. Contractor will perform all Services through the services of Contractor’s employees. Contractor will not delegate or subcontract any Services to be provided to Mercy Corps without Mercy Corps’ prior written consent. Contractor agrees that including the specific individuals named (if any) as Key Personnel in Schedule I is a material part of the bargain. Contractor will not change the Key Personnel without prior notice and an amendment to this Contract specifying the change. Mercy Corps may withhold its consent to substitute personnel using its sole discretion.

2. Compliance with SOW and Changes to the SOW. Services will be provided strictly in accordance with the SOW. No deviation, substitution or change is permitted without Mercy Corps’ prior written consent; provided that Mercy Corps may terminate, suspend, increase or decrease the scope of Contractor’s performance under the SOW by written notice to Contractor specifying the changes. Unless mutually agreed, change to the SOW by Mercy Corps does not apply to change Services timely and fully delivered and performed before the date of the change. If any change causes an increase or decrease in the cost of, or the time required for, Contractor’s performance, an equitable adjustment may be made in the SOW or Payment Terms or both, if such adjustment is set forth in an amendment signed by Mercy Corps’ and Contractor’s Authorized Representative.

3. Invoicing and Payment.

a. Contractor will submit invoices to Mercy Corps in accordance with the invoicing schedule and invoicing delivery terms set forth in the Statement of Services (Schedule I). Final invoices must be submitted within 60 days of the end date of the Contract. Contractor recognizes that in many cases Mercy Corps’ donor will not reimburse Mercy Corps for invoices submitted beyond 60 days after the termination of a contract and therefore Mercy Corps will have no obligation to pay any portion of invoices received more than 60 days after the end date of the Contract. Each invoice will include (i) the Contract Number;

Request for Proposal (RFP)- Insurance services



(ii) Contractor's name and address; (iii) a description of the Services performed, (iv) the dates such Services were performed, (v) a pricing calculation based on the payment terms, (vi) properly reimbursable expenses (if any) incurred along with receipt points for such expenses (if applicable) for all individual expenses exceeding \$25 USD, and (vii) such other information as Mercy Corps may reasonably request. Invoices will only be deemed received on the date they are delivered to the Authorized Representative pursuant to the Payment Terms (see Schedule I). If Mercy Corps determines that Services that are the subject of an invoice have not been performed in accordance with the Statement of Services, Mercy Corps may dispute the invoice by sending Contractor notice of such dispute after Mercy Corps' receipt of the invoice. Such notice shall clearly state the specific Services disputed, and Mercy Corps' reason for disputing the performance of the Services. If both parties accept the dispute of the invoice, they shall agree in writing as to the steps required of Contractor to ensure that the performance of the disputed Services is subsequently completed in accordance with the Additional Terms, and the time required of Contractor to complete the Services.

b. Except as otherwise provided in the Statement of Services, Mercy Corps will pay each invoice (or adjusted invoice if the subject of dispute) in accordance with the Payment Terms within 30 days after the later of (i) receipt of the invoice or (ii) resolution of the items set forth in the notice of disputed charges.

c. Mercy Corps may off-set any amount it owes Contractor against any amount Contractor owes Mercy Corps.

2. Taxes, Duties and Expenses.

a. Except as otherwise provided in the Statement of Services, Contractor is responsible for all expenses incurred by it in performing under this Contract and all taxes, duties and other governmental charges with respect to the provision of Services. If the law requires Mercy Corps to withhold taxes from payments to Contractor, Mercy Corps may withhold those taxes and pay them to the appropriate taxing authority. Mercy Corps will deliver to Contractor an official notice for such taxes. Mercy Corps will use reasonable efforts to minimize any taxes withheld to the extent allowed by law.

b. In the event Statement of Services does allow for reimbursement of Contractor expenses, such expenses must be reasonable and included in the scope of allowable expenses stated in Schedule I and fully documented with receipt points and any other documentation reasonably necessary for Mercy Corps to determine the costs were reasonable and properly incurred.

2. Representations, Warranties and Additional Covenants. Contractor represents and warrants to Mercy Corps and covenants with Mercy Corps as follows.

a. Contractor has full rights and authority to enter into and perform its obligations under this Contract. Contractor's performance will not violate any agreement or obligation between Contractor and any third party.

b. Contractor has the requisite skills to perform the Services in accordance with the SOW.

c. Contractor possesses all governmental and other certifications and licenses necessary to perform the Services. Performance by Contractor of its obligations under this Contract will not infringe on any patent, copyright, trademark, trade secret or other proprietary right of any third party.

d. Contractor will comply with all applicable law, regulations and rules in the performance of its obligations under this Contract.

Request for Proposal (RFP)- Insurance services



e. Contractor has not, and will not, engage in transactions with, or provide resources or support to, individuals and organizations associated with terrorism, including those individuals or entities that appear on the Specially Designated Nationals and Blocked Persons List maintained by the U.S. Treasury (<http://www.treasury.gov/resource-center/sanctions/SDN-List/Pages/default.aspx>) or the United Nations Security designation list (http://www.un.org/sc/committees/1267/aq_sanctions_list.shtml).

f. Contractor will comply with and train its employees in all applicable laws against bribery, corruption, inaccurate books and records, inadequate internal controls and money-laundering, including the U.S. Foreign Corrupt Practices Act and the UK Bribery Act. Contractor has not and will not offer or give any employee, agent, or representative of Mercy Corps anything of value to secure any business from Mercy Corps or influence such person to alter the terms, conditions, or performance of any contract with or purchase order from Mercy Corps, including but not limited to this Contract.

g. Contractor, including its owners or employees, does not own, directly or indirectly, any other company that was competing for award of this Contract. Contractor did not seek or obtain confidential information related to the award of this Contract from any Mercy Corps employee, agent or representative. Contractor did not collude or conspire with any other individual or entity to limit competition for the award of this Contract, to set prices being offered or in any other way to interfere with free and open competition.

h. Contractor is not owned in whole or in part, directly or indirectly, by any immediate or extended family member of any Mercy Corps employee, agent or representative, or, if so owned, Contractor fully disclosed such relationship and any potential conflict of interest has been waived, in writing, by Mercy Corps.

i. Contractor has not engaged in, and will not engage in, any of the following conduct: (A) trafficking in persons (as defined in the Protocol to Prevent, Suppress, and Punish Trafficking in Persons, especially Women and Children, supplementing the UN Convention against Transnational Organized Crime); (B) procuring a commercial sex act; or (C) using forced labor.

j. Contractor is not the subject of any governmental or donor investigation and has not been debarred or suspended by any government, governmental agency or donor.

2. Independent Contractor. The parties intend to be independent Contractors. Contractor will be solely responsible for and have control over the means, methods, techniques, personnel and procedures for performing the Services. Neither party will be deemed an agent or partner of the other party.

3. Work Product and Intellectual Property Rights.

a. “Work Product” means any and all (1) intellectual property, intellectual property rights, materials, tangible personal property and other work product that Contractor creates (or has created), alone or jointly with one or more other persons, (a) that relates to any SOW under this Contract, (b) that results from or arises out of any services performed by Contractor for Mercy Corps, (c) for which Contractor used equipment, supplies, facilities or trade secret information of Mercy Corps in creating such work product, or (d) that is derived or otherwise created from any intellectual property, intellectual property rights, materials, tangible personal property, or other assets of Mercy Corps; and (2) materials that contain, embody, disclose, reflect, or refer to any of the foregoing.

b. Mercy Corps will be the sole owner of all Work Product. To the extent allowed by applicable law, all Work Product that consists of subject matter of U.S. or any other country’s copyright laws will constitute “works made for hire” under applicable copyright laws. Contractor will not provide Work Product to any

Request for Proposal (RFP)- Insurance services



person other than employees or agents of Mercy Corps. Contractor will hold all Work Product in trust for Mercy Corps. All Work Product will be deemed to be Confidential Information of Mercy Corps and subject to the provisions of Section 9.

c. Contractor will promptly disclose in writing to Mercy Corps all Work Product that Contractor creates, alone or jointly with others, in the performance of its obligations under this Contract.

d. Contractor hereby irrevocably assigns and transfers to Mercy Corps (i) all rights, title and interest in all Work Product, (ii) all related rights and remedies, and (iii) all claims (for damages or otherwise) and causes of action with respect to any Work Product.

e. Contractor hereby irrevocably waives and agrees never to assert any Moral Rights that may exist anywhere in the world in or with respect to any Work Product, including claims for damages and other remedies. "Moral Rights" means any and all right to claim authorship to or to object to any distortion, mutilation or other modification or other derogatory action in relation to a work, whether or not such action would be prejudicial to the author's reputation, and any similar right, existing under common or statutory law of any country in the world or under any treaty, regardless of whether or not such right is denominated or generally referred to as a "moral right".

2. Confidentiality. Contractor will maintain, and cause each of its employees and others it involves in performing its obligations under this Contract to maintain, the confidentiality of: (i) any information Mercy Corps provides to Contractor that Mercy Corps identifies as confidential; (ii) the terms and conditions of this Contract; and (iii) nonpublic information regarding Mercy Corps' policies and practices. Upon Mercy Corps' request, Contractor will return to Mercy Corps all confidential information provided by Mercy Corps to Contractor.

3. Indemnification. Contractor will indemnify Mercy Corps and each of its officers, directors, employees, representatives and agents (each, an "Indemnatee"), and hold them harmless from, any and all losses, claims, damages, liabilities, any government or donor investigations, fines or penalties and related expenses (including incidental and consequential damages and reasonable attorneys' fees, whether incurred at the investigative, trial or appellate level or otherwise) incurred by any Indemnatee or asserted against any Indemnatee by any third party or by Contractor arising out of, in connection with, or as a result of this Contract, any failure by Contractor to fully perform its obligations under this Contract or any breach by Contractor of any of its representations and warranties under this Contract, provided that such indemnity will not, as to any Indemnatee, be available to the extent that such losses, claims, damages, liabilities or related expenses resulted from the gross negligence or willful misconduct of such Indemnatee.

4. Termination. This Contract may be terminated under the following circumstances:

a. by both Parties on mutual written agreement of the Parties;

b. by either Party for its convenience with written notice and after the Termination Notice Period specified in Schedule I has expired;

c. by Mercy Corps immediately upon written notice in the event Mercy Corps' donor(s) terminates or withdraws funding that Mercy Corps would use to pay Contractor under this Contract;

d. by either Party due to the non-terminating Party's breach of this Contract and failure to correct such breach within 15 days prior notice of such breach;

Request for Proposal (RFP)- Insurance services



e. be either Party upon written notice if a force majeure event, including any not reasonably foreseeable war, insurrection, change in law or government action or inaction, strike, natural disaster or similar event, prevents the terminating Party from being able to fulfill its obligations under this Contract; or

f. by Mercy Corps immediately upon written notice if Mercy Corps using its sole discretion determines that Contractor has or will breach any of its warranties, covenants or representations in this Contract, in which case Mercy Corps may withhold any and all amounts owed to Contractor until such breach is remedied.

In the event of termination due to Contractor's breach of this Contract or by Contractor for Contractor's convenience, Mercy Corps will not be obligated to pay Contractor for any partially completed work. In the event termination is due to Mercy Corps' breach of this Contract, by Mercy Corps for Mercy Corps' convenience, due to force majeure event, or due to loss of funding, Mercy Corps will be obligated to pay Contractor for its reasonable, pro-rated costs of work completed and expenses properly incurred prior to termination. However, Mercy Corps will not be responsible for any expenses incurred in anticipation of termination or suspension.

[ALTERNATIVE CLAUSE IF USING LIQUIDATED DAMAGES -DELETE IF NOT APPLICABLE]: [If Mercy Corps determines that Contractor has or will breach any of its warranties, covenants or representations in this Contract, Mercy Corps may terminate this Contract. Contractor's breach of its obligations under this Contract will result in Mercy Corps incurring damages in an amount that will be difficult to establish and leave Mercy Corps without an adequate remedy. Accordingly, the parties agree that the following liquidated damages are reasonable in light of the anticipated harm caused by any such breach: *[insert dollar amount or other formula for determining the amount of damages]*].

1. Dispute Resolution. Any unresolved dispute or claims will be settled by arbitration administered by the International Centre for Dispute Resolution in accordance with its International Arbitration Rules. The number of arbitrators will be one. The place of arbitration will be Portland, Oregon. The language of the arbitration will be English.

1. Access to Books and Records. Mercy Corps, its donors (including, if applicable, USAID, and the Comptroller General of the United States) and any of their respective representatives will have access to any books, documents, papers and records of Contractor that are directly pertinent to this Contract for the purpose of making audits, examinations, excerpts and transcriptions for a period of seven years following the completion of the Contract.

1. Additional Donor Terms and Conditions. The Donor Terms (if any) are incorporated in this Contract by reference and are fully binding on Contractor and Mercy Corps. In the event of a conflict between the Donor Terms and any other provision of this Contract or any other document between Contractor and Mercy Corps, the Donor Terms will prevail.

1. Miscellaneous.

a. This Contract and the rights and obligations of the parties hereto will be governed by and construed in accordance with the laws of the State of Oregon (exclusive of the United Nations Convention on Contracts for the International Sale of Goods), without regard to the conflict of laws provisions thereof.

b. No right or obligation under this Contract (including the right to receive monies due) will be assigned without the prior written consent of Mercy Corps. Any assignment without such consent will be void. Mercy Corps may assign its rights under this Contract.

Request for Proposal (RFP)- Insurance services



c. All notices provided for herein will be in writing and will be delivered by hand or overnight courier service, email or fax in accordance with each party's contact information set forth on Schedule I. Notices will be deemed to have been given when received, provided that notices sent by email or fax will be deemed received when sent (except that, if not sent during normal business hours for the recipient, will be deemed received at the opening of business on the next business day for the recipient).

d. Time is of the essence of each and every obligation of Contractor under this Contract.

e. If any provision of this Contract is prohibited by or invalid under applicable law, such provision will be ineffective only to the extent of such prohibition or invalidity without invalidating the remainder of such provision or any remaining provisions of this Contract.

f. Except as otherwise provided above, this Contract may be amended or modified only by a written document signed by both parties. This Contract constitutes the entire contract between the parties relating to the subject matter hereof and supersedes any and all previous Contracts and understandings, oral or written, relating to the subject matter hereof.

g. No failure on the part of Mercy Corps to exercise, and no delay in exercising, any right, power, privilege or remedy under this Contract will operate as a waiver thereof; nor will any single or partial exercise of any such right, power, privilege or remedy preclude any other or further exercise thereof or the exercise of any other right, power, privilege or remedy. The rights and remedies under this Contract are cumulative and not exclusive of any rights, powers, privileges and remedies that may otherwise be available to Mercy Corps.

h. The warranty, representations, dispute resolution, confidentiality and indemnification provisions of this Contract will survive the termination, cancellation or expiration of this Contract.

IN WITNESS WHEREOF, this Service Contract has been duly executed as of the date first written above.

MERCY CORPS _____

By: _____

Name: _____

Title: _____

Title: _____

SCHEDULE I: ADDITIONAL TERMS

Statement of Services – Fixed Price

Request for Proposal (RFP)- Insurance services



1. Services and Statement of Work: In accordance with the terms of the Contract, Contractor agrees to perform the following services in the following manner.

- a. Background:
- b. Scope of Work:
- c. Deliverables: The Contractor shall deliver the following deliverables in accordance with the schedule set in Section 2 below:
 - Deliverable 1: Memorandums, budget summaries, schedules, invoices as required
 - Deliverable 2: **Draft and Final Preliminary Design Report**
 - Deliverable 3: Specifications submitted for review, draft, and final documents
 - Deliverable 4: As-built construction photos
 - Deliverable 5: Test reports, training documentation, as-builts, full documentation for all installed equipment, O&M manuals (3 hard copies required and one online version), reports from monitoring system for 2 year period

The term “Services” means all services, including delivery of all deliverables, described in this clause, which is the scope of work (the “SOW”).

2. Performance Period: The start date of this Contract is XXX and, unless earlier terminated in accordance with Section 11, has an end date of XXX. The individual due dates of each deliverable are as follows:

Deliverable #	Deliverable Description	Deliverable Due Date

3. Pricing: This is a firm and fixed price Contract that includes a ceiling amount of XXX for Services rendered under this Contract. Payments will be made according to the deliverables schedule below:

Deliverable #	Deliverable Description	Deliverable Price	Total Contract Price

Request for Proposal (RFP)- Insurance services



--	--	--	--

Invoicing and Payment Terms: *[Upon written acceptance by Mercy Corps of each Services deliverable] [Upon completion of the Contract]* Contractor will submit an Invoice in accordance with pricing as specified in the Contract. Mercy Corps will make payment to Contractor for all sums not in dispute within 30 days of receipt of Contractor's invoice(s) (the "Payment Terms").

Key Personnel: *Not applicable [if applicable, include a list of the Contractor's personnel that are key to the bargain and the project and that the Contractor cannot change without prior written approval. If not applicable, note "Not Applicable" here.] (the "Key Personnel").*

Authorized Representatives and Contact Information:

Mercy Corps: *Only the following Mercy Corps employees are authorized to agree to any amendment of this Contract:*

Contractor: *Contractor's authorized representative for all purposes is:*

Only the following Mercy Corps employees are authorized to receive invoices, accept, or reject Services or sign SCRs.

Termination for Convenience Notice Period: *[include the number of days within which Mercy Corps can terminate for its convenience]* (the "Termination Notice Period")

Request for Proposal (RFP)- Insurance services



7. Attachments to the Tender Package

Attachment 1 -Supplier Information Form template

The information provided will be used to evaluate the Company before contracting with the Mercy Corps.

Please complete all fields.

Supplier Information

Company Name	
Any other names company is operating under (Acronyms, Abbreviations, Aliases)	
Previous names of the company	
Address	
Website	
Phone/Fax Numbers	Phone: _____ Fax: _____
Primary Contact	Name: _____ Phone Number: _____ Email Address: _____
# of Staff	
# of Locations	
Avg. Value of Stock on Hand (USD)	
Government - owned (yes/no)	
Name(s) of Board of Directors	

Request for Proposal (RFP)- Insurance services



Name(s) of Company Owner(s)	
Parent companies, if any	
Subsidiary or affiliate companies, if any	

Financial Information

Bank Name and Address	
Name under which company is registered at bank	
Payment Terms	Payment By: <u>Check</u> Yes No <u>Wire Transfer</u> Yes No
Specify Standard Payment Terms (Net15, 30, etc.)	

Product/Service Information

List Range of Products/Services Offered	
Basis For Pricing (Catalog, List, etc.)	

References

Client Name:	<u>Contact Name, Phone, Email Address:</u>
Client Name:	<u>Contact Name, Phone, Email Address:</u>
Client Name:	<u>Contact Name, Phone, Email Address:</u>

Request for Proposal (RFP)- Insurance services



Supplier Self-Certification of Eligibility

Company certifies that:

1. It, its affiliates and subsidiaries, owners, officers, directors and key employees (to the best of its knowledge) are not the subject of any government's sanctions, designations, donor rules or prohibitions, or laws prohibiting transactions with it/them. It is not the subject of any donor government investigation into its misconduct with any other recipient of that donors funding.
2. It, its affiliates and subsidiaries, owners, officers, directors and key employees have not and do not engage in any form of terrorism or attacks on civilians and do not provide any form of material support or financial resources for individuals or organizations that do engage in any form of terrorism or deliberate attacks on civilians.
3. It, its affiliates and subsidiaries, owners, officers, directors and key employees have not and do not engage in weapons or drugs manufacture, transport, sale or distribution.
4. It is not in default on any material credit agreement, bankrupt or being wound up, are having its affairs administered by the courts, have entered into arrangements with creditors, have suspended business activities, are the subject of proceedings concerning those matters, or are in any analogous situation arising from a similar procedure provided for in national legislation or regulations.
5. It is has not been determined to be in breach of a material contract by any legal body anytime within the past 2 years.
6. It pays taxes as and when due and is not currently the subject of any investigation or proceeding related to back-owed taxes.
7. It provides workers compensation insurance to its workers in accordance with the laws of the countries where it operates.
8. It pays social security obligations as required in the countries where it operates.
9. It, its owners, officers and directors have not been convicted of an offense concerning its professional conduct and has not engaged in grave professional misconduct.
10. It, its affiliates and subsidiaries, owners, officers, directors and key employees have not been the subject of criminal investigation or judgement for fraud, corruption, human trafficking, spying, weapons transport or smuggling, sexual exploitation or abuse, involvement in a criminal organization or any other criminal activity.
11. It treats its employees with dignity and respect and maintains social operating standards, including:: working conditions and social rights: avoidance of child labor, bondage, forced labor, human trafficking or exploitation; assurance of safe and reasonable working conditions; freedom of association; freedom from exploitation, abuse, and discrimination; protection of basic social rights of its employees and Mercy Corps beneficiaries.
12. To the best of its knowledge, no Mercy Corps employee, officer, consultant or other party related to Mercy Corps has a financial interest in the Company's business activities, nor is any Mercy Corps employee related to any owner, officer, director or employee of the company, and, if so, it will ensure that the relationship is disclosed to Mercy Corps and will not used for improper influence. Discovery of an undisclosed Conflict of Interest will result in immediate revocation of the Company's Authorized Supplier status and disqualification of Company from participation in future Mercy Corps procurement.
13. It understands that attempting to or agreeing to provide anything of value to any Mercy Corps employee, agent or representative for the purpose of encouraging that person to award Company a contract or take or not take any action related to any contract will result in immediate termination of any agreement. Company certifies that it does not engage in such conduct..

Request for Proposal (RFP)- Insurance services



14. It understands that Mercy Corps seeks fair and open competition and the fairest price available and that any attempt by company to subvert fair and open competition, including working with other bidders to fix prices, working to exclude competition, seeking confidential information from Mercy Corps or other bidders, using multiple related or controlled companies to give the appearance of competition, or any similar activity, will result in termination of any agreement. Company certifies that it does not engage in such conduct.
15. It understands that Mercy Corps prohibits any of its partners or suppliers from bribing public officials and certifies that it does not do so.
16. It is not conducting business under other names or aliases that have not been declared to Mercy Corps.

If the Company cannot certify to any of the above it should explain why not. Mercy Corps may take the individual circumstances into account for some situations. However, any false certification could be grounds for immediate disqualification and termination of any future agreement.

By signing the Supplier Information Form you certify that your Company is eligible to supply goods and services to major donor funded organizations and that all of the above statements are accurate and factual.

Company Name: _____

Name of Representative: _____

Title: _____

Signature: _____

Date: _____

Attachment 2 -Price Offer Sheet template

A. MEDICAL COVER OFFER

Name of Tenderer _____

Tender Number _____

Premium Rate Structure				
Benefit	Family Sizes	Unit of Measure	Unit/Rack Rate Option 1	Unit/Rack Rate Option 2
Inpatient	M	Per Family		
	M+1	Per Family		
	M+2	Per Family		
	M+3	Per Family		
	M+4	Per Family		
	M+5	Per Family		
Outpatient	M	Per Family		
	M+1	Per Family		
	M+2	Per Family		
	M+3	Per Family		
	M+4	Per Family		
	M+5	Per Family		
Maternity	-	Per Family (either employee or spouse)		
Dental	-	Per Person		
Optical	-	Per Person		

Proposals must also include the following information:

1. Comprehensive details on the scope of the In-patient, Out-patient, dental optical and maternity cover including of the benefits contained therein and the limits/sub-limits where applicable;
2. Products and Complimentary Services E.g. Value added services, Special needs and Chronic disease management programs etc.;
3. Basis for pro-rating insurance premiums for short term covers;
4. List all the exclusions, extensive and special clauses, policy limitations applicable.

Request for Proposal (RFP)- Insurance services



S/N o.	CLASS OF INSURANCE	SUM INSURED (KSHS)	RATE	NET PREMIUM (KSHS)	LEVIES (KSH)	GROSS PREMIUM (KSH)	UNDERWRITE R
1	Medical insurance cover						
GRAND TOTALS							
AMOUNT IN WORDS.							

Company Name:
Name of Representative:
Title:
Signature:
Date:

Tender #:

Request for Proposal (RFP)- Insurance services



B. MOTOR VEHICLE AND WIBA/GPA

Name of Tenderer _____

Tender Number _____

S/N o.	CLASS OF INSURANCE	SUM INSURED (KSHS)	RATE	NET PREMIUM (KSHS)	LEVIES (KSH)	GROSS PREMIUM (KSH)	UNDERWRITE R
1	WIBA/GPA						
2	GPA						
6	Group Life cover for 153 staff						
7	Private Motor Cars 24 Units Comprehensive						
8	Motor cycles 4 Units						
GRAND TOTALS							
AMOUNT IN WORDS.							

Company Name:
Name of Representative:
Title:
Signature:
Date:

Tender #:

Attachment 3 -Price Offer Sheet template

Underwriters Authorization Form

(To be completed on letter head of Underwriter)

To: **Date**

[Name and address of Mercy Corps]

Whereas **[Name of Underwriter]** who are established and reputable underwriters of (Insurance Services quoted for) having offices at **[Location and address of**

Underwriters offices] do hereby authorize **[Name and address of Bidder – Broker]**

to submit a tender and successfully negotiate and sign the contract with you against

Tender for Insurance services provided by us.

We hereby extend our full guarantee and warranty as per the General Conditions of Contract for the Insurance policy (ies) offered for supply by the above firm against this Invitation for Tenders.

Yours faithfully,

[Authorized Signatories and official stamp of the Underwriter]