



**KENYA BUREAU OF STANDARDS**

**PROVISION OF STAFF MEDICAL INSURANCE COVER FOR 2019/2020  
TENDER NO. KEBS/002/2019/2020**

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NAIROBI

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## **INVITATION FOR TENDER**

### **TENDER NO. KEBS/T002/2019/2020 PROVISION OF STAFF MEDICAL INSURANCE COVER**

Kenya Bureau of Standards (KEBS) invites tenders for Provision of STAFF MEDICAL INSURANCE COVER for the year 2019/2020

Tender Documents with details may be obtained from **KEBS Centre Nairobi, Supplies Office** between **9.00 a.m.** and **4.00 p.m.** on working days upon payment of a **non-refundable fee of Ksh. 1000** per set, payable at the cash office in cash or bankers cheque.

Completed tender documents in plain sealed envelopes clearly marked "**KEBS/T002/2019/2020 PROVISION OF STAFF MEDICAL INSURANCE COVER**" should be addressed and delivered to:

**THE MANAGING DIRECTOR,  
KENYA BUREAU OF STANDARDS,  
P.O. BOX 54974 - 00200  
NAIROBI.**

Or be deposited in the Tender Box at the **Main Reception** marked "**TENDER BOX**" so as to be received on or before **10.00 a.m.** on, **27<sup>TH</sup> AUGUST 2019 East Africa time.**

Tender opening will be carried out immediately thereafter **at** KEBS Centre Conference Room, Adm. Block, Ground Floor.

**Tenderers or their representatives are free to attend the tender opening.**

Tenders must be accompanied by Bid Security of **2% of the Tender price**, in form of a **Bank Guarantee** from a reputable bank.

**KEBS is not bound to accept the lowest or any tender or give reasons for its decisions.**

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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 131 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. 1,000/=
- 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 addendum 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 an addendum.
- 2.5.2 All prospective tenderers who have obtained the tender documents will be notified of the amendment by post, fax or email and such amendment will be binding on them.
- 2.5.3 In order to allow prospective tenderers reasonable time in which to take the amendment into account in preparing their tenders, 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 2.10 below
  - (b) Documentary evidence established in accordance with paragraph 2.1.2 that the tenderer is eligible to tender and is qualified to perform the contract if its tender is accepted;
  - (c) Tender security furnished in accordance with paragraph 2.12 (if applicable)
  - (d) Declaration Form.

## **2.8 Form of Tender**

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

## **2.9 Tender Prices**

- 2.9.1 The tenderer shall indicate on the form of tender and the appropriate Price Schedule the unit prices and total tender price of the services it proposes to provide under the contract.
- 2.9.2 Prices indicated on the Price Schedule shall be the cost of the services quoted including all customs duties and VAT and other taxes payable.

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

## **2.10. Tender Currencies**

2.10.1 Prices shall be quoted in Kenya Shillings

## **2.11. Tenderers Eligibility and Qualifications**

2.11.1 Pursuant to paragraph 2.1 the tenderer shall furnish, as part of its tender, documents establishing the tenderers eligibility to tender and its qualifications to perform the contract if 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 2 per cent of the tender price.

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

2.12.5

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

2.12.6 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

2.12.7 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

2.12.8 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



2.12.9 The tender security may be forfeited:

- (a) If a tenderer withdraws its tender during the period of tender validity.
- (b) 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.
- (c) 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 **120 days** after date of tender opening pursuant to paragraph 2.18. A tender valid for a shorter period shall be rejected by the Procuring entity as non-responsive.

2.13.2 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 un-amended printed literature, shall be initialed by the person or persons signing the tender.

2.14.3 The tender shall have no interlineations, erasures, or overwriting except as necessary to correct errors made by the tenderer, in which case such corrections shall be initialed by the person or persons signing the tender.

### **2.15 Sealing and Marking of Tenders**

2.15.1 The 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 and delivered to the Procuring entity at the following address:  
**Managing Director**  
**Kenya Bureau of Standards**

**P.O. Box 54974-00200  
Off Mombasa Road  
Behind Bellevue Cinema  
Nairobi.**

**Bear tender No. KEBS/T002/2019/2020 -PROVISION OF STAFF MEDICAL INSURANCE COVER and the words: “DO NOT OPEN BEFORE 27<sup>TH</sup> AUGUST 2019 at 10.00 a.m.**

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**

2.16.1 Tenders must be received by the Procuring entity at the address specified under paragraph 2.15.2 not later than **27<sup>TH</sup> AUGUST 2019 at 10.00 a.m.**

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

2.16.3 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.

## **2.18. Opening of Tenders**

**2.18.1** The Procuring entity will open all tenders in the presence of tenderers' representatives who choose to attend on **27<sup>TH</sup> AUGUST 2019 at 10.00 a.m.** and in the location specified in the invitation for tenders. The tenderers' representatives who are present shall sign a register evidencing their attendance

2.18.2 The tenderers' names, tender modifications or withdrawals, tender prices, discounts, and the presence or absence of requisite tender security and such other details as the Procuring entity, at its discretion, may consider appropriate, will be announced at the opening.

2.18.3 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 tenderers' 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**

2.24.1 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.

## **SECTION II: INSTRUCTIONS TO TENDERERS**

### **Notes on the Appendix to the Instruction to Tenderers**

1. The Appendix to instructions to tenderers is intended to assist the procuring entity in providing specific information in relation to corresponding clause in the instructions to Tenderers included in Section II and has to be prepared for each specific procurement.
2. The procuring entity should specify in the appendix information and requirements specific to the circumstances of the procuring entity, the procuring of the procurement, and the tender evaluation criteria that will apply to the tenders.
3. In preparing the Appendix the following aspects should be taken into consideration;
  - (a) The information that specifies and complements provisions of Section II to be incorporated.
  - (b) Amendments and/or supplements if any, to provisions of Section II as necessitated by the circumstances of the specific procurement to be also incorporated.
4. Section II should remain unchanged and can only be amended through the Appendix to instructions to tenders.
5. Any clause to be included in the appendix to instructions to tenderers must be consistent with the applicable public procurement law and regulations.

### **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 tender reference	<i>instructions to tenderers</i>
2.1	As in 2.1.1
2.15.2 (b)	2019 at 10.00am.
2.16.1	2019 at 10.00am.
2.18.1	2019 at 10.00am.

**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 super ceded 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**

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

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

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

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

3.6.4 The performance security will be discharged by the Procuring entity and returned to the Candidate not later than thirty (30) days following the date of completion of the 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

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

### **3.9. Prices**

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 10% of the original contract price

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

### **3.10. Assignment**

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

### **3.11. Termination for Default**

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

- (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 un-delivered and the Contractor shall be liable to the Procuring

entity for any excess costs for such similar services. However, the contractor shall continue performance of the contract to extent not terminated.

### **3.12. Termination for Insolvency**

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.

### **3.18 Notices**

3.18.1 Any notices given by one party to the other pursuant to this contract shall be sent to the other party by post or by Fax or Email and confirmed in writing to the other party's address specified in the SCC.

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

## **SECTION 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.

**SECTION IV – SPECIAL CONDITIONS OF CONTRACT**

**4.1. CONDITIONS TO BE MET BY THE INSURANCE COMPANY**

- 4.1.1 Must be registered with the Commissioner of Insurance (IRA) for the year 2019 and a copy of the current license be submitted.
- 4.1.2 Must have done annual gross premiums in the previous financial year 2018 of at least Kshs.2.0 billion on medical services.
- 4.1.3 Must give at least a list of 10 (Ten) state corporate entities and the total clients premiums of at least Ksh.300 million for the previous year.
- 4.1.4 Must submit a copy of the audited accounts for the last three years.
- 4.1.5 Must submit Current credit rating by an accredited rating facility.
- 4.1.6 Must have a total number of management staff of at least twenty (15) with practice specialties and gender/national outlook.
- 4.1.7 Must submit copies of the following documents;
  - (a) PIN Certificate
  - (b) Dully filled, signed and stamped tender confidential questionnaire
  - (c) Tax Compliance Certificate to be verified.
  - (d) Certificate of Registration/Incorporation
  - (e) Written evidence that the firm is making all Social Security Contributions as required for NSSF and NHIF. Must be valid as the time of evaluation.
- 4.1.8 Must be a member of the Association of Kenya Insurance (AKI)
- 4.1.9 Must submit Reinsurance slip/cover notes for policy businesses for year 2019.
- 4.1.10 Must submit evidence of use of smart cards service.
- 4.1.11 Provide evidence that the company has been registered and in operation for at least five (5 years).
- 4.1.12 Must provide Evidence to provide country wide network coverage including border points.
- 4.1.13 Duly Filled, Signed and Stamped Form of Tender
- 4.1.14 Bids are required to be submitted in two (2) copies. i.e. one original and one copy. All pages of the bid submitted must be serialized.
- 4.1.15 Reference letter from bank.

**4.2 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	Shall be 10% of the contract price of the successful bidder.
3.7 Delivery of Services	As in 3.7.1
3.8 Payment	As in 3.8
3.9 Price adjustment	No price changes shall be allowed.
3.16 Applicable law	Laws of Kenya.
3.18 Notices	Managing Director Kenya Bureau of Standards P.O. Box 54974-00200 Off Mombasa Road Behind Bellevue Cinema Nairobi. Email:procurement@kebs.org

## SECTION V - SCHEDULE OF REQUIREMENTS

### Notes for preparing Schedule of Requirements.

1. 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

### 5.1 BACKGROUND

The Kenya Bureau of Standards (KEBS) currently has a workforce of 1015 employees distributed in the following stations across the country; Pepe-Athi River, Busia, Eldoret,, Garissa, ICDN-Embakasi, Isebania, JKIA Airport, Kisii, Lamu, Liboi, Lunga lunga, Malaba,Mandera, Meru, , Mombasa, Moyale, Nairobi, Nakuru, Namanga, Nyeri,Kisumu ,Taita Taveta, and Wajir.

Kebs intends to have a comprehensive medical scheme as follows;

- i) Medical Insurance Cover for outpatient
- ii) Medical Insurance Cover for Inpatient

#### 5.1.1 EXTERNAL MANAGED OUTPATIENT MEDICAL SERVICES

KEBS intends to provide out-patient medical services to its employees and their dependants through an approved network of **MEDICAL SERVICE PROVIDERS** spread across Kenya. The medical scheme will cover outpatient treatment for employees and their eligible dependants as per their entitlement.

**NOTE:** KEBS shall meet the cost of hearing aids, crutches, wheel chairs and prosthetics for principal member.

Scheme beneficiaries are limited to one spouse and four children up to the age of 24 years.

H o w e v e r , NSC Members are entitled to individual cover and not their families.

#### 5.1.2 Services to be offered

- a) Management of the entire employee medical claims and service processes
- b) Pre-negotiated rates with providers i.e. hospitals, claims, doctors.
- c) Clear evidence of credit worthiness from providers
- d) **Claims Management**

- (i) Receiving of claims
- (ii) Claims processing
- (iii) Records reconciliation

e) **Care Management**

- (i) Proper and timely managing of pre-authorization for treatment.
- (ii) Coordinating hospitalization of beneficiaries.
- (iii) Undertaking clinical follow ups
- (iv) Carrying out patient visits
- (v) Outpatient treatment follow up especially following admission (post hospitalization)
- (vi) Ensure all facilities are aware of exclusions
- (vii) Newly diagnosed chronic conditions to be treated to full cover
- (viii) Known Chronic condition with cover limit of kes. 1,200,000

f) **Clinical Data Management**

- (i) Carrying out analysis and preparing reports on disease prevalence.
- (ii) Reviewing and analyzing data on disease prevalence and patterns.
- (iii) Preparing and submitting reports on disease prevalence and patterns with appropriate recommendations.

g) **Outpatient Services**

Provide quality outpatient medical services. The outpatient scheme should encompass the following benefits:

The bidder shall confirm as indicated.

- ◆ Routine and specialized outpatient consultation/second opinion;
  - ◆ Diagnostic Laboratory and Radiology services;
  - ◆ Prescribed Physiotherapy including hydrotherapy where prescribed;
  - ◆ Prescribed drugs for one month and dressings;
- Incorporate the KEBS clinic for first line treatment and referrals
- ◆ Stock the clinic with basic drugs or allow KEBS clinic to be used to treat and prescribe.

- ◆ HIV/AIDS related conditions and prescribed ARV's
- ◆ Routine Immunization (KEPI- 15 months) – to include baby friendly vaccines
- ◆ Routine Antenatal checkups (Max 1 U/S exam)



- ◆ Postnatal care up to six weeks post-delivery;
- ◆ Chronic and recurring conditions;
- ◆ Outpatient Emergency Ambulance Services;
- ◆ Dental services included in the outpatient upto 40%;
- ◆ Optical services included in the outpatient upto 40%;
- ◆ Counseling services;
- ◆ Specialist opinion on referral basis
- ◆ Direct access for pediatrician and gynecologists
- ◆ Health checkups and Education (wellness programmes)
- ◆ Any additional benefits or and exclusion should be specified by the bidder

## 5.2 SCOPE/DETAILS OF THE INPATIENT INSURANCE COVER

KEBS intends to procure a comprehensive inpatient medical insurance cover

### Particulars of cover

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

One must also provide: -

- Full details of what the cover provides
- Eligible expenses included in the in-patient cover
- Eligible expenses included in the out-patient cover
- Full details of what the cover excludes
- Dependents' eligibility

All bidders are required to fully provide information on whether the inpatient medical cover incorporates any other additional benefit be shown separately.

If YES on any of the above, enumerate on a separate cover the following

- Full details of what the cover provides
- Full details of what the cover excludes

### 5.2.1 Network coverage

The tenderer is required to provide the following: -

- (i) Full details of towns where the insurance underwriting company is represented.
- (ii) The appointed Hospitals (Mombasa and Kenyatta hospitals a must have), Clinics and Doctors all over the country that can be accessed by KEBS employees and their dependants.
- (iii) Full details of the medical cover outside Kenya and all exclusions that are applicable. This is taking into consideration that KEBS employees are situated in all over the country but:-
  - Their family members do not necessarily stay with them, some may be staying up country, and
  - KEBS members of staff frequently travel out of the country on official duties.

### **5.2.2 Case Management**

1. Give a detailed report on how the cover is going to be administered.
2. Give an analysis on how the service provider intends to address the following issues/procedures: -
  - (a) Admission of members into the cover
  - (b) Procedure to be followed for admission of members with ALL pre-existing conditions into the cover
  - (c) Procedure to be followed for overseas cover
  - (d) Procedure to be followed to procure last expense (if any in your package).
  - (e) Procedure to be followed in hospital to hospital transfer
  - (f) Procedure to settle over limit/ ceiling expenditure
  - g) Procedure for handling staff admitted to hospital
  - h) Procedure for handling staff who have exhausted or are about to exhaust the medical allocation for both in and out patient.

Note the details above shall be used to evaluate the most effective tenderer

### **5.2.4 Claims Settlement Turnaround Time**

Give details of the claims settlement turnaround time. Note the time indicated will be used to review the performance of the Tenderer and the underwriter for any future renewal of contract.

### **5.2.5 Financial Stability**

Bidders should provide documentary prove that they are financially sound. The tender documents must be accompanied with Audited Accounts for the last three years.

### **5.2.6 Scope of Services:**

The medical scheme will be expected to provide:

**(a) Inpatient Services:**

The In-patient cover benefit will be fully enhanced with pre-existing illnesses, chronic and HIV/aids conditions and include but not limited to the following benefits:

- Chronic / preexisting (including Sickle Cell Disease) infection cover without a waiting period.
- Accidental and illness hospitalization (accommodation, doctor(s)' fees, operating theatre, ICU charges, physiotherapy, prescribed drugs, dressings surgical appliances, X-rays)
- In-patient surgery
- Admission in isolation ward, ward bed, private and semi-private as per specifications.
- Day admissions for all cases including local and general anesthesia, radio and chemotherapy, dialysis and eye operations will be considered as inpatient;
- All caesarean section deliver.
- Hospitalization due to dental and optical cases
- Gynecological illnesses
- Post hospitalization benefit

- Overseas treatment to include cost of travel and accommodation anyone accompanying the member
- Sickle cell
- Pre term births
- Hospital accommodation for accompanying parents/guardian
- Ambulance rescue/evacuation (both road and air)
- Any other benefits.

(c) **Service Providers**

The medical service Provider identified should have an extensive and reputable network of Hospitals, Clinics, Pharmacies and Laboratories within easy reach of KEBS Staff and their dependents.

(d) **Out of station**

Once in a while KEBS staff may be required to perform their duties out of station or travel within the country or overseas to attend training, seminars or workshops. Provision for such cases should be included in the proposal.

(e) **Special Treatment**

There are cases, which may require special treatment owing to medical history of a few members of staff. This issue will be discussed with the selected bidders.

(f) **Group excess of loss**

This shall be incorporated into the scheme provision.

### 5.2.7 Medical Limits Defined

i. Inpatient Limits and tentative population

Grade	Cover Limit	Number of staff	Sum of Dependants no.
NSC	KES.2,500000	12	N/A
MD-KS1	KES.2,500000	1	N/A
KS2-KS4	KES. 2,000000	68	215
KS5-KS11	KES. 1,500000	984	2342
<b>Grand Total</b>		<b>1052</b>	<b>2557</b>

The numbers above are subject to change and premiums are adjustable accordingly.

ii. **Outpatient Limits**

Grade	Cover Limit	Number of staff	Sum of Dependants no.
NSC	KES.300,000	12	N/A
MD-KS1	KES.300,000	1	N/A
KS2-KS4	KES.200,000	68	215
KS5-KS11	KES.150,000	984	2342

<b>Grand Total</b>		<b>1052</b>	<b>2557</b>
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**NB:** The numbers above are subject to change and premiums are adjustable accordingly.

### **iii. Maternity**

The Maternity cover to be within the cover and should provide for the normal deliveries and caesarian cases inclusive of elective (with limits of KES 300,000).

### **iv. Dental/ Optical (interchangeable) benefit for staff and dependants**

#### **Dental Cover Limit mainstreamed within the outpatient and up to 40% of the amount**

The cover should cater for non-accidental dental and extractions and premiums based on benefits:

#### **Optical Cover Limit mainstreamed within the outpatient and up to 40% of the amount**

The cover should cater for treatment/ lenses replacements as advised by optician and premiums based on benefits:

#### **11) The Medical Scheme Provider**

KEBS shall consider medical Insurance Health Providers who specialize in underwriting the medical expenses on payment of premiums.

#### **12) Cost of the Proposed Staff Medical Scheme**

Costing should be based on the following:

The total employees **1052** employees plus **12** board members and **2557** dependants

## **PRELIMINARY EVALUATION CRITERIA**

### **MANDATORY REQUIREMENTS**

#### **4.1. CONDITIONS TO BE MET BY THE INSURANCE COMPANY**

- 4.1.16 Must be registered with the Commissioner of Insurance (IRA) for the year 2019 and a copy of the current license be submitted.
- 4.1.17 Must have done annual gross premiums in the previous financial year 2018 of at least Kshs.2.0 billion on medical services.
- 4.1.18 Must give at least a list of 10 (Ten) state corporate entities and the total clients premiums of at least Ksh.300 million for the previous year.
- 4.1.19 Must submit a copy of the audited accounts for the last three years.
- 4.1.20 Must submit Current credit rating by an accredited rating facility.
- 4.1.21 Must have a total number of management staff of at least twenty (15) with practice specialties and gender/national outlook.
- 4.1.22 Must submit copies of the following documents;
  - (f) PIN Certificate
  - (g) Dully filled, signed and stamped tender confidential questionnaire
  - (h) Tax Compliance Certificate to be verified.
  - (i) Certificate of Registration/Incorporation
  - (j) Written evidence that the firm is making all Social Security Contributions as required for NSSF and NHIF. Must be valid as the time of evaluation.
- 4.1.23 Must be a member of the Association of Kenya Insurance (AKI)
- 4.1.24 Must submit Reinsurance slip/cover notes for policy businesses for year 2019.
- 4.1.25 Must submit evidence of use of smart cards service.
- 4.1.26 Provide evidence that the company has been registered and in operation for at least five (5 years).
- 4.1.27 Must provide Evidence to provide country wide network coverage including border points.
- 4.1.28 Duly Filled, Signed and Stamped Form of Tender
- 4.1.29 Bids are required to be submitted in two (2) copies. i.e. one original and one copy.  
All pages of the bid submitted must be serialized.
- 4.1.30 Reference Letter from Bank

## TECHNICAL EVALUATION CRITERIA

### a) Tender Responsiveness Criteria

The submission of the following items will be required in the determination of the completeness of the Bid. Bids that do not contain the following information required will be declared non responsive and shall not be evaluated further.

TECHNICAL EVALUATION CRITERIA GROUP MEDICAL INSURANCE COVER	GUIDANCE NOTES	MAX. SCORE
The cover to cater for employee, spouse and up to four children (M+4) per family per year except for Category A where only the principal members are covered during their tenure.	<i>Clear statement of the cover up to 60 years for staff and seventy years for the board members; Staff children from birth to and 24 years. Score 1mark</i>	1
List of service providers (KEBS clinic to be mainstreamed)	<i>There should be no waiting period at all otherwise award nil.</i>  <i>If the proposal limits staff to particular clinics and as such the member cannot access any other hospital ; this should be flagged and marked nil; if it allows for extra providers and is country wide with all specialists award 2mark.</i>	1  2
Last expense caters for the principal member and depend ants.	<i>The last expense offered as a rider 2 marks;</i> <i>And if at a cost award 0 mark</i>	2
The cover should be quoted in terms of a) Insurance cover for inpatient separately b) Insurance cover for outpatient separately	<i>For financial proposals:</i> <i>i) The proposal should indicate if there are deductions; excess or deposits. 1mark</i> <i>ii) The administration fee per person should be indicated 1mark</i> <i>ii) Clearly indicate the mode and cost of access i.e. national ID , smart card 1 mark</i>	3
<b>Total Marks</b>		<b>9</b>

TECHNICAL EVALUATION CRITERIA GROUP MEDICAL INSURANCE COVER	GUIDANCE NOTES	MAX. SCORE
<b>THE OUTPATIENT SERVICES</b> should include a minimum of:		
<ul style="list-style-type: none"> <li>Routine outpatient consultation &amp; Post hospitalization benefits after discharge(should be part of in-patient cost and payable by the provider and not on reimbursement)</li> </ul>	<i>clearly specified and amount indicated award 1 mark</i>	1
<ul style="list-style-type: none"> <li>Diagnostic laboratory and radiology services, [including radiotherapy, chemotherapy, Magnetic Resonance Imaging (MRI), Computerized Tomography (CT) scans, ultra sounds and X-rays]</li> </ul>	<i>clearly specified and amount indicated award 1 mark</i>	1
<ul style="list-style-type: none"> <li>Prescribed physiotherapy on referral by a medical practitioner, consultant or specialist.</li> </ul>	<i>clearly specified and amount indicated award 1 mark</i>	1
<ul style="list-style-type: none"> <li>Optical care &amp; services subject to annual sub-limits [including all prescribed lenses, contact lenses, anti-glare lenses, prescribed indicated photo chromatic lenses and frames subject to the set limit per family]</li> </ul>	<i>If within limits award 1 mark</i>	1
<ul style="list-style-type: none"> <li>Prescribed full dosage of drugs or dressing.</li> </ul>	<i>Given for a month award 1mark</i> <i>Given for less award nil</i>	1
<ul style="list-style-type: none"> <li>Dental care &amp; services subject to annual sub-limits per family including accidental damage to teeth, simple and difficult extractions, fillings (temporary and permanent), dentures, gum surgery, root canal treatment, pulpotomy, minor oral surgery, basic prescribed dentures, braces, crowns and bridges)</li> </ul>	<i>If within limits award 1 mark</i>	1
<ul style="list-style-type: none"> <li>Immunizations.</li> </ul>	<i>(Attach list) Baby and adult vaccinations e.g. yellow fever award 2 marks;</i> <i>If KEPI alone award 0</i>	2
<ul style="list-style-type: none"> <li>Routine antenatal care</li> </ul>	<i>If not part of maternity award 1</i>	1

TECHNICAL EVALUATION CRITERIA	GUIDANCE NOTES	MAX. SCORE
GROUP MEDICAL INSURANCE COVER		
including ultrasound scan	<i>mark, if part of maternity award nil.</i>	
<ul style="list-style-type: none"> <li>Routine post-natal care up to Six (6) weeks of cover including premature delivery benefits.</li> </ul>	<i>If not part of maternity award 1 mark, if part of maternity award nil.</i>	1
<ul style="list-style-type: none"> <li>Professional fees including primary consultations, diagnostic examinations, injections and procedures performed at a primary care level in a doctor's consultation casualty or OPD</li> </ul>	<i>Clearly indicated award 1 mark</i>	1
<ul style="list-style-type: none"> <li>Outpatient surgical operations./minor</li> </ul>	<i>clearly specified and amount indicated award 1 mark</i>	1
<ul style="list-style-type: none"> <li>Minor trauma treatment and counseling services</li> </ul>		1
<b>Total Marks</b>		<b>13</b>
<b>THE INPATIENT:</b> Services should include a minimum of:		
<ul style="list-style-type: none"> <li>Illness and accident hospitalization, hospital accommodation charges. Babies at birth irrespective gestation.</li> </ul>	<i>Should indicate the ward/bed type. If not differentiated (i.e. ensuite, private room or general ward bed) award 1 if differentiated award 2 marks.</i>	3
<ul style="list-style-type: none"> <li>Quarantine and isolation where indicated by the Doctor to be fully covered.</li> </ul>	<i>Clearly indicated award 2 marks if not indicated award 0 marks</i>	2
<ul style="list-style-type: none"> <li>Pre-existing conditions, including congenital conditions and SCD within the overall cover limit.</li> </ul>	<i>Full cover limit, if clearly specified and amount indicated award 2 mark. if not indicated award 0 marks</i>	2
<ul style="list-style-type: none"> <li>Chronic and recurring conditions.</li> </ul>	<i>Where covered up to full inpatient cover limit award 1 marks, if not indicated award nil, if below the full inpatient cover limit award 0 mark.</i>	1
<ul style="list-style-type: none"> <li>Hospital accommodation for accompanying parent and/or guardian for hospitalized children.</li> </ul>	<i>If offered to children up to the age of 9 award 2 marks if not offered award 0 marks</i>	2
<ul style="list-style-type: none"> <li>Home nursing care to be included as part of inpatient benefit to up to 30days per year</li> </ul>	<i>If offered award 2 marks if not offered award 0</i>	2
<ul style="list-style-type: none"> <li>Accompaniment of a patient travelling with payment of air</li> </ul>	<i>If offered award 2 marks if not offered award 0</i>	2



TECHNICAL EVALUATION CRITERIA GROUP MEDICAL INSURANCE COVER	GUIDANCE NOTES	MAX. SCORE
ticket for the partner/aid and basic accommodation		
<ul style="list-style-type: none"> <li>Surgical operations and procedures including doctor's fees {physician fees, surgeon fees, anesthetist fees, Intensive Care Unit/High Dependency Unit (ICU/HDU) charges, theatre charges} and anesthesia for surgery.</li> </ul>	<i>Fully covered award 3 marks; not if not indicated award 0</i>	3
<ul style="list-style-type: none"> <li>Professional fees including visits and consultation by a general practitioner and /or specialist</li> </ul>	<i>If indicated 3 marks if not nil</i>	2
<ul style="list-style-type: none"> <li>Pharmacy i.e. drugs/medicines dispensed and used in hospital as well as medicine received on discharge from hospital, dressings and internal surgical appliances/internal prostheses.</li> </ul>	<i>If indicated 3 marks if not nil</i>	3
<ul style="list-style-type: none"> <li>Pathology, blood transfusion, hemodialysis, X-ray, ultrasound, Electrocardiography (ECG) and computerized tomography, MRI Scans, (while hospitalized).</li> </ul>	<i>If covered 2 marks if not nil.</i>	2
<ul style="list-style-type: none"> <li>Radiotherapy, radiology, chemotherapy, laboratory investigation fees including oncology tests.</li> </ul>	<i>As part of in patient</i>	2
<ul style="list-style-type: none"> <li>In-patient physiotherapy, inpatient ophthalmologic &amp; in-patient dental.</li> </ul>	<i>Clearly indicated award 2 marks if not indicated award 0 marks</i>	2
<ul style="list-style-type: none"> <li>benefits related to Psychiatry and psychotherapy of kes.500,000</li> </ul>	<i>Benefit part of the overall limit up 1 mark; if not indicated ward nil</i>	1
<ul style="list-style-type: none"> <li>Day care surgery, local or general anesthesia reconstructive surgery following an accident or following surgery for an eligible medical condition, such as dialysis, chemotherapy ,etc</li> </ul>	<i>Clearly indicated award 3 marks if not indicated award 0 marks</i>	3

TECHNICAL EVALUATION CRITERIA GROUP MEDICAL INSURANCE COVER	GUIDANCE NOTES	MAX. SCORE
<ul style="list-style-type: none"> <li>• Terrorism shall be part of the full cover benefit</li> </ul>	<i>Clearly indicated and fully covered award 2 marks</i> <i>If not indicated award 0 marks</i>	2
All exclusions and riders e.g. last expense and health talks	<i>If favorable free riders award 2 marks;</i> <i>Clear indication of exclusions award 1 marks e.g. infertility, cosmetic surgery, designer lenses, supplements, aphrodisiacs, suicide;</i>	2  1
<ul style="list-style-type: none"> <li>• Emergency road and air evacuations shall be part of inpatient (local and abroad)</li> <li>• Overseas referral;</li> </ul>	<i>Clearly indicated and provider identified award 1 marks;</i>  <i>Not clearly indicated and provider award 0 mark;</i>  <i>Where overseas referral is clearly indicated award 1 mark if not award 0;</i>	1   1
Staff coverage locally and outside the country,	<i>If offered free award 4 marks if at a cost award 1 mark.</i>	4
Post hospitalization benefits, up to six weeks for medical/surgical conditions that require immediate follow-up treatment after discharge from hospital. (not as reimbursement)	<i>If offered free award 2 marks if at a cost award 1 mark</i>	2
Mode of staff & dependents identification for accessing services & billing method.	<i>If smart card is offered free award 2 marks;</i> <i>If offered at a cost 0 marks</i>	2
Provision for accreditation of additional providers upon request.	<i>If offered award 1 mark</i>	1
Quarterly review meetings & member education in all counties.	<i>If offered at no cost award 1 mark if offered at cost award 0 mark</i>	1
Provision for twenty four (24) hour contacts, call center survey	<i>Clearly indicated award 2 mark, if less 0 mark.</i>	2
<ul style="list-style-type: none"> <li>• Excess of loss;</li> </ul>	<i>To be clearly indicated and covering per person; 2 marks</i>  <i>If not clearly indicated and covering per person -0 marks</i>	2
<ul style="list-style-type: none"> <li>• The newly diagnosed chronic infection</li> </ul>	<i>This shall be covered up to the full in-patient limit award 2 marks.</i>	2

TECHNICAL EVALUATION CRITERIA GROUP MEDICAL INSURANCE COVER	GUIDANCE NOTES	MAX. SCORE
	<i>This is not covered up to the full inpatient limit award 0 marks.</i>	
<ul style="list-style-type: none"> <li>Radioactivity in the overall cover benefit</li> </ul>	<i>Cover clearly indicated award 1 marks No indication of cover 0 marks</i>	1
Should provide proof of corporate credit rating indicating the rating by an accredited rating agency	<i>A credit rating indicating the rating should be attached. From Moody's, Standard &amp; Poor's, Metropol, CRB Africa, Fitch Ratings etc. see attached for grades. The rating methods are standard &amp; do not change from one agency to another. If missing or not indicating the rating award nil,</i>	1
SLA's with major hospitals, attach a list of contact.	<i>If provided award 1mark, if not attached award 0 marks.</i>	1
<b>Total Marks</b>		<b>58</b>
<b>Grand Total</b>		<b>80</b>
<b>Pass mark 65% out of 80% at Technical Stage</b>		

**Financial evaluation 20% of the lowest bidder.**

The evaluation of the responsive bids will take into account technical factors, in addition to cost factors. An Evaluated Bid Score (B) will be calculated for each responsive bid using the following formula, which permits a comprehensive assessment of the bid price and the technical merits of each bid:

Clow

$$C = X + T$$

$C$  = Evaluated Bid Price

$C_{low}$  = the lowest of all Evaluated Bid Prices among responsive bids

$T$  = the total Technical Score awarded to the bid

$X$  = weight for the Price as specified in the BDS (i.e. 0.2)

## SECTION VI STANDARD FORMS

### Notes on the standard Forms

1. **Form of TENDER** - The form of Tender must be completed by the tenderer and submitted with the tender documents. It must also be duly signed by duly authorized representatives of the tenderer.
2. **Price Schedule Form**- The price schedule form must similarly be completed and submitted with the tender.
3. **Contract Form** - The contract form shall not be completed by the tenderer at the time of submitting the tender. The contract form shall be completed after contract award and should incorporate the accepted contract price.
4. **Confidential Business Questionnaire Form** - This form must be completed by the tenderer and submitted with the tender documents.
5. **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.
6. **Performance security Form** - The performance security form should not be completed by the tenderer at the time of tender preparation. Only the successful tenderer will be required to provide performance security in the form provided herein or in another form acceptable to the procuring entity.

**Form of Tender**

To: \_\_\_\_\_  
Name and address of procuring entity

Date \_\_\_\_\_  
Tender No. \_\_\_\_\_  
Tender Name \_\_\_\_\_

Gentlemen and/or Ladies: -

1. Having examined the Tender documents including Addenda No. (Insert numbers) ..... the receipt of which is hereby duly acknowledged, we the undersigned, offer to provide 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.
4. This Tender, together with your written acceptance thereof and your notification of award, shall constitute a Contract between us subject to the signing of the contract by both parties.
5. We understand that you are not bound to accept the lowest or any tender you may receive.

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 2019

\_\_\_\_\_  
[Signature]

\_\_\_\_\_  
[In the capacity of]

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

**Price Schedule Form**

ITEM NO.	DESCRIPTION OF INSURANCE COVER	TOTAL PREMIUM (KSHS.)
1.		
2.		
3.		
4.		
5.		
6.		
7.		
8.		
9.		
10		
11		
12		
13		
14		
15		

**Contract Form**

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

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

NOW THIS AGREEMENT WITNESSTH AS FOLLOWS: -

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

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

Signed, sealed, delivered by \_\_\_\_\_ the \_\_\_\_\_ (for the Procuring entity)

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

**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 Name .....  
 Location of business premises (Building).....  
 Plot No. .... Street/Road .....  
 Postal Address ..... Tel. No. .... Fax ..... Email .....  
 Nature of business .....  
 Registration Certificate No. ....

Maximum value of business which you can handle at any one time Kshs. ....

Name of your bankers ..... Branch .....

Part 2(a) – Sole Proprietor:

Your name in full ..... Age .....  
 Nationality ..... Country of origin .....  
 Citizenship details.....

Party 2(b) – Partnership

Give details of partners as follows

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

Part 2(c) – Registered Company:

Private or public .....

State the nominal and issued capital of the company –

Nominal Kshs... ..

Issued Kshs.....

Give details of all directors as follows

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

Date..... Signature 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 \_\_\_\_\_

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. \_\_\_\_\_

Tender Name \_\_\_\_\_

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

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

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

*(FULL PARTICULARS)* \_\_\_\_\_  
\_\_\_\_\_

SIGNED FOR ACCOUNTING OFFICER