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**TENDER DOCUMENT**

**FOR**

**PROVISION OF STAFF MEDICAL INSURANCE COVER**

**TENDER NO. KTNA/OT/02/2019-2020**

**September 2019**

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## INTRODUCTION

- 1.1 This Standard Tender Document has been prepared for use by The Kenya Trade Network Agency for the Procurement of Staff Medical Insurance Cover.
- 1.2 The document includes detailed requirement specifications for the provision of the Staff Medical Cover.
- 1.3 The document also includes a letter of Invitation, Instructions to Tenderers and various forms for the tenderer to apply.
- 1.4 KENTRADE has undertaken to ensure that the evaluation criterion is clear and explicit and that it refers to the needs and characteristics of this specific procurement.
- 1.5 **The bidders must quote for insurance cover for inpatient, outpatient, dental, optical and maternity for the bids to be considered complete.**

## 2.0 Summary of Requirements

The Agency intends to procure a medical insurance cover for its employees and their legal dependents to cater for both outpatient and inpatient medical services (including optical and dental). The insurance cover will meet the medical expenses for the employee, the spouse and a maximum of four children. The extent of cover will however be dependent on the prevailing terms and conditions as agreed with the Insurance Company.

Medical privileges are intended to assist an officer and his family in maintaining good health and peace of mind, since a healthy employee is an asset to the Agency. To this end, the Agency will strive to procure a comprehensive Medical Insurance Scheme for its employees for in-patient medical treatment while the Out-patient Scheme will be a Fund.

The proposed medical scheme is a comprehensive Group Medical Cover which provides 24-hour worldwide medical coverage to employees and their dependents on a non-contributory basis.

The Agency has had a Medical Insurance Cover for its staff since 2012.

The cover shall be administered through a Smart Card issued to each member of the KenTrade Staff Medical Scheme.

The successful bidder will be awarded the contract for a period of **two years**.

## SECTION I - INVITATION TO TENDER

September 11, 2019

**TENDER NO. KTNA/OT/02/2019-2020**

### **PROVISION OF STAFF MEDICAL INSURANCE COVER**

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The Kenya Trade Network Agency invites sealed tenders from eligible candidates for the provision of Insurance covers for a period of two years.

Interested eligible candidates may view and download the document **free of charge** from Government Tenders Portal (IFMIS) or from our website on the following link: - **<http://www.kentrade.go.ke/index.php/procurement/tenders>**, or purchase the documents at a cost of **Kshs. 1000.00** from the KenTrade procurement office at Embankment Plaza (1<sup>st</sup> Floor), Upper Hill.

**Bidders who download the tender document from the Government Portal-<http://supplier.treasury.go.ke/> shall be required to email their detailed contact information to [procurement@kentrade.go.ke](mailto:procurement@kentrade.go.ke) for future communication.**

Further information may also obtain from the Procurement office, Kenya Trade Network Agency, 1<sup>st</sup> floor, Embankment Plaza, in Upper Hill during normal office working hours.

Prices quoted should be net, inclusive of all taxes and must be in Kenya Shillings and shall remain valid for **120 days** from the closing date of the tender.

Tenders must be accompanied by a tender security of **Kenya shillings Three Hundred Thousand only (300,000.00)** in form of a guarantee from a reputable bank or Insurance company approved by the Public Procurement Regulatory Authority (PPRA), and which must be valid for **150 days** from the closing date of the tender.

Completed tender documents (**Original and Copy**) are to be enclosed in plain sealed envelopes, marked with the tender number and name and be deposited in the Tender Box provided at the KenTrade offices on 1<sup>st</sup> floor, Embankment Plaza, Upper Hill or be addressed and posted to:

**The Chief Executive Officer,  
Kenya Trade Network Agency – KENTRADE  
P O Box 36943-00200  
Nairobi.**

to be received on or before **Thursday, September 26, 2019 at 1000 hours**

Tenders will be opened immediately thereafter in the presence of the tenderers' representatives who choose to attend at the KenTrade Board room on 1<sup>st</sup> floor, Embankment plaza.

*There shall be a bidders' conference on Tuesday, September 17, 2019 at the KenTrade Offices on First floor, Embankment Plaza, Longonot Road, Upper hill, Nairobi at 1000hours. All bidders are encouraged to attend.*

**CHIEF EXECUTIVE OFFICER**

## SECTION II - INSTRUCTION TO TENDERERS

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## **SECTION II - INSTRUCTIONS TO TENDERERS**

### **2.1. Eligible Tenderers**

- 2.1.1 This Invitation for Tenders is open to all tenderers eligible as described in the Appendix to Instructions to Tenderers. Successful tenderers shall provide the services for the stipulated duration from the date of commencement (hereinafter referred to as the term) specified in the tender documents.
- 2.1.2 The procuring entity's employees, committee members, board members and their relatives (spouse and children) are not eligible to participate in the tender unless where specially allowed under section 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 sub Tenderers) 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 tender document shall be provided free of charge.
- 2.2.3 The procuring entity shall allow the tenderer to review the tender document free of charge before downloading.

### **2.3 Contents of Tender Document**

- 2.3.1 The tender documents comprise the documents listed below and addenda issued in accordance with clause 2.5 of these instructions to tenderers.
  - (i) Instructions to Tenderers
  - (ii) General Conditions of Contract
  - (iii) Special Conditions of Contract
  - (iv) Schedule of Requirements
  - (v) Details of Insurance Cover
  - (vi) Form of Tender
  - (vii) Price Schedules

- (viii) Contract Form
- (ix) Confidential Business Questionnaire Form
- (x) Tender security Form
- (xi) Anti-corruption affidavit

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, 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 two (2) 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 12 hours of receiving the request to enable the tenderer to make timely submission of its tender.

## **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 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) Confidential Business questionnaire.
  - (e) Anti-corruption affidavit 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 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 not exceed 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 of
- a) A bank guarantee.
  - b) Such insurance guarantee approved by the Authority.
- 2.12.5 Any tender not secured in accordance with paragraph 2.12.1. and 2.12.3 shall be rejected by the Procuring entity as non-responsive, pursuant to paragraph 2.20.5
- 2.12.6 Unsuccessful Tenderer's tender security will be discharged or returned as promptly as possible but not later than thirty (30) days after the expiration of the period of tender validity
- 2.12.7 The successful Tenderer's tender security will be discharged upon the tenderer signing the contract, pursuant to paragraph 2.29, and furnishing the performance security, pursuant to paragraph 2.30
- 2.12.8 The tender security may be forfeited:
- (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. The inner and outer envelopes shall:

- (a) be addressed to the Procuring entity at the address given in the Invitation to Tender.
- (b) bear tender number and name in the invitation to tender and the words, “**DO NOT OPEN BEFORE THURSDAY, SEPTEMBER 26, 2019 at 1000hours**”

2.15.2 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”.

2.15.3 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 **1000hours on Thursday, September 26, 2019.**

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

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

## **2.17. Modification and Withdrawal of Tenders**

2.17.1 The tenderer may modify or withdraw its tender after the tender's submission, provided that written notice of the modification, including substitution or withdrawal of the tenders, is received by the Procuring entity prior to the deadline prescribed for submission of tenders.

2.17.2 The tenderer's modification or withdrawal notice shall be prepared, sealed, marked and dispatched in accordance with the provisions of paragraph 2.15. A withdrawal notice may also be sent by 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, at **1000hours on Thursday, September 26, 2019 at 1000 hours** 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 comparison shall be of the price including all costs as well as duties and taxes payable on all materials to be used in the provision of the services.

2.22.3 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

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

(a) Operational Plan

The Procuring entity requires that the services under the Invitation for Tenders shall be performed at the time specified in the Schedule of Requirements. A tender 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

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.

2.22.5 The tender evaluation committee shall evaluate the tender within 15 days from the date of opening the tender.

2.22.6 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 the 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.

## **2.23. 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 In the absence of pre-qualification, 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's 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 2.22, 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 seven (7) 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 15 days from the date of notification of contract award unless there is an administrative review request.

## **2.29 Performance Security**

- 2.29.1 Within fifteen (15) days of the receipt of notification of award from the procuring entity, the successful tenderer shall furnish the performance security in accordance with the Conditions of Contract, in a form acceptable to the Procuring entity.
- 2.29.2 Failure by the successful tenderer to comply with the requirement of paragraph 2.29 or paragraph 2.30.1 shall constitute sufficient grounds for the annulment of the award and forfeiture of the tender security, in which event the Procuring entity may make the award to the next lowest evaluated tender or call for new tenders.



## **2.30 Corrupt or Fraudulent Practices**

- 2.30.1 The Procuring entity requires that tenderers observe the highest standard of ethics during the procurement process and execution of contracts. A tenderer shall sign a declaration that he has not and will not be involved in corrupt or fraudulent practices.
- 2.30.2 The Procuring entity will reject a proposal for award if it determines that the tenderer recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question
- 2.30.3 Further a tenderer who is found to have indulged in corrupt or fraudulent practices risks being debarred from participating in public Procurement in Kenya.

## APPENDIX TO INSTRUCTIONS TO TENDERERS

The following information for the procurement of insurance services shall complement, supplement, or amend, the provisions on the instructions to tenderers. Wherever there is a conflict between the provisions of the instructions to tenderers and the provisions of the appendix, the provisions of the appendix herein shall prevail over those of the instructions to tenderers.

| Instruction to tenders | Particulars of Appendix to instructions to tenderers                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |
|------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 2.1                    | Insurance underwriting Companies licensed by the Insurance Regulatory Authority to transact Business in Kenya, and registered by the Insurance Regulatory Authority.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |
| 2.2.2                  | The tender document shall be downloaded from the KenTrade website free charge.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |
| 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. In case of a discrepancy between the price quoted on the form of tender and the price quoted in the Price schedule, the price on the form of tender shall prevail.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |
| 2.10                   | Prices shall be quoted in Kenya Shillings and No other currencies shall be allowed.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |
| 2.12.2                 | The tender security shall be <b>Kshs. 300,000</b> valid for an additional thirty (30) days after the expiry of the tender validity period. <b>(i.e. 150 days)</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |
| 2.12.4                 | The Tender Security shall be in the form of a Guarantee from a reputable bank or an insurance company approved by PPRA.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |
| 2.13                   | Tender shall remain valid for 120 days after date of tender opening                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |
| 2.16.1                 | The deadline for submission is <b>Thursday, September 26, 2019 at 1000 hours</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |
| 2.16.3                 | Bulky tenders which do not fit in the tender box shall be delivered to the Procurement Unit.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |
| 2.18.1                 | Opening of tenders will be done on <b>Thursday, September 26, 2019 at 1000 hours</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |
| 2.20.1                 | <b>Mandatory Requirements</b> <ul style="list-style-type: none"> <li>i. Copy of Certificate of Incorporation/Registration.</li> <li>ii. Duly filled, signed and stamped form of tender.</li> <li>iii. Copy of Valid Tax Compliance Certificate from KRA.</li> <li>iv. Copy of AKI membership for the current year 2019.</li> <li>v. Copy of registration certificate from IRA for 2019.</li> <li>vi. A valid Single business permit from County Government for 2019.</li> <li>vii. Submit copies of audited accounts for the latest three (3) financial years <b>(2016, 2017 &amp; 2018).</b></li> <li>viii. Provide Medical Reinsurance slip for the year 2019.</li> <li>ix. Attach recommendation letters in clients' letterhead dully signed and stamped from 10 major hospitals in Nairobi accepting the use of your</li> </ul> |

|      | <p>Insurance Cards to include the following hospitals; Nairobi Hospital, Aga Khan Hospital, MP Shah Hospital, Mater Hospital, Avenue Hospital, Gertrude Hospital, Nairobi West Hospital, Metropolitan Hospital, Coptic Hospital, Nairobi Women Hospital and Mombasa Hospital, dully signed and stamped. (The recommendation letters must be current, issued in the year 2019)</p> <p>x. Anti-corruption affidavit signed and stamped by a Commissioner of Oaths.</p> <p>xi. The document must be paginated</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |                                                                                     |                   |             |                   |    |                         |                                                                               |  |    |                        |                                                                                     |  |    |                       |                                                          |  |    |                        |                    |  |    |                               |                                      |  |
|------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------|-------------------|-------------|-------------------|----|-------------------------|-------------------------------------------------------------------------------|--|----|------------------------|-------------------------------------------------------------------------------------|--|----|-----------------------|----------------------------------------------------------|--|----|------------------------|--------------------|--|----|-------------------------------|--------------------------------------|--|
| 2.22 | <p><b>Technical Evaluation</b></p> <p><b>Part A: MANDATORY TECHNICAL EVALUATION CRITERIA</b></p> <p>The following provisions must be provided for in the cover. <b>(THESE ARE THE BASIC MINIMUM AND MUST BE MET IN FULL)</b>. Each tenderer is therefore expected to provide comprehensive responses in the last column headlined “Bidders comments”. Bidders are expected to respond ‘clause by clause’.</p> <table><tr><th>No</th><th>Item</th><th>Description</th><th>Bidder’s Comments</th></tr><tr><td>1)</td><td>Out Patient Cover Limit</td><td>Category A – 250,000.00<br/>Category B - 250,000.00<br/>Category C - 200,000.00</td><td></td></tr><tr><td>2)</td><td>In Patient Cover Limit</td><td>Category A - 3,000,000.00<br/>Category B - 3,000,000.00<br/>Category C - 2,500,000.00</td><td></td></tr><tr><td>3)</td><td>Claims administration</td><td>Provide Reference letters from at least five (5) clients</td><td></td></tr><tr><td>4)</td><td>Mode of Service Access</td><td>Use of Smart cards</td><td></td></tr><tr><td>5)</td><td>No Co-payment for any service</td><td>Waiver of co-payment for any service</td><td></td></tr></table> | No                                                                                  | Item              | Description | Bidder’s Comments | 1) | Out Patient Cover Limit | Category A – 250,000.00<br>Category B - 250,000.00<br>Category C - 200,000.00 |  | 2) | In Patient Cover Limit | Category A - 3,000,000.00<br>Category B - 3,000,000.00<br>Category C - 2,500,000.00 |  | 3) | Claims administration | Provide Reference letters from at least five (5) clients |  | 4) | Mode of Service Access | Use of Smart cards |  | 5) | No Co-payment for any service | Waiver of co-payment for any service |  |
| No   | Item                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           | Description                                                                         | Bidder’s Comments |             |                   |    |                         |                                                                               |  |    |                        |                                                                                     |  |    |                       |                                                          |  |    |                        |                    |  |    |                               |                                      |  |
| 1)   | Out Patient Cover Limit                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        | Category A – 250,000.00<br>Category B - 250,000.00<br>Category C - 200,000.00       |                   |             |                   |    |                         |                                                                               |  |    |                        |                                                                                     |  |    |                       |                                                          |  |    |                        |                    |  |    |                               |                                      |  |
| 2)   | In Patient Cover Limit                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         | Category A - 3,000,000.00<br>Category B - 3,000,000.00<br>Category C - 2,500,000.00 |                   |             |                   |    |                         |                                                                               |  |    |                        |                                                                                     |  |    |                       |                                                          |  |    |                        |                    |  |    |                               |                                      |  |
| 3)   | Claims administration                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          | Provide Reference letters from at least five (5) clients                            |                   |             |                   |    |                         |                                                                               |  |    |                        |                                                                                     |  |    |                       |                                                          |  |    |                        |                    |  |    |                               |                                      |  |
| 4)   | Mode of Service Access                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         | Use of Smart cards                                                                  |                   |             |                   |    |                         |                                                                               |  |    |                        |                                                                                     |  |    |                       |                                                          |  |    |                        |                    |  |    |                               |                                      |  |
| 5)   | No Co-payment for any service                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  | Waiver of co-payment for any service                                                |                   |             |                   |    |                         |                                                                               |  |    |                        |                                                                                     |  |    |                       |                                                          |  |    |                        |                    |  |    |                               |                                      |  |

|  |     |                                                        |                                                                                                                                                                                                                                                      |  |
|--|-----|--------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|
|  | 6)  | Age limit of members and dependents                    | No age limit for members and spouses                                                                                                                                                                                                                 |  |
|  | 7)  | Hospital accommodation.                                | Category A: Private room for member and dependents.                                                                                                                                                                                                  |  |
|  |     |                                                        | Category B: Private room for member and Standard Ward bed for dependents                                                                                                                                                                             |  |
|  |     |                                                        | Category C: Private room for member and Standard Ward bed for dependents                                                                                                                                                                             |  |
|  | 8)  | Access to specialists.                                 | Direct access to common specialist's e.g dentists. Opticians, pediatricians, Obs/Gynae. No pre-authorization be required for access to specialist services.                                                                                          |  |
|  | 9)  | Chronic illnesses, pre-existing conditions, HIV /Aids. | Covered to the Full Overall Cover limit for outpatient and as the following limits for inpatient<br>Category A - 800,000<br>Category B - 650,000<br>Category C - 500,000<br>Newly diagnosed Chronic conditions must be within the full overall cover |  |
|  | 10) | Treatment of congenital defects.                       | Category A - 800,000<br>Category B - 650,000<br>Category C - 500,000                                                                                                                                                                                 |  |
|  | 11) | Maternity.                                             | For normal child birth including pregnancy related complications (E.g. miscarriage) - Ksh                                                                                                                                                            |  |

|  |     |                                                                                                                                         |                                                                                                                  |  |
|--|-----|-----------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------|--|
|  |     |                                                                                                                                         | 200,000.00per family                                                                                             |  |
|  |     |                                                                                                                                         | <b>ALL</b> caesarian operations (not only the first one) including Ectopic pregnancy - Ksh 200,000.00 per family |  |
|  | 12) | Non-accident ophthalmologic surgery.                                                                                                    | Category A - 250,000<br>Category B - 200,000<br>Category C - 200,000                                             |  |
|  | 13) | Non-accident dental surgery.                                                                                                            | Category A - 250,000<br>Category B - 200,000<br>Category C - 200,000                                             |  |
|  | 14) | Post Hospitalization Benefit for accident and surgical admissions within thirty (30) days after discharge per principal member per year | Category A - 60,000<br>Category B - 50,000<br>Category C - 50,000                                                |  |
|  | 15) | External aids on prescription (Wheel chair, corsets/walking frames, crutches                                                            | Category A - 40,000<br>Category B - 30,000<br>Category C - 30,000                                                |  |
|  | 16) | Last Expense or funeral cover                                                                                                           | For the principal members and their insured dependents (spouses and children) at Ksh.100,000.00 per member.      |  |
|  | 17) | Overseas cover access                                                                                                                   | For a maximum of sixty consecutive days outside Kenya during the period                                          |  |

|  |     |                                                                                                                       |                                                                                   |  |
|--|-----|-----------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------|--|
|  |     |                                                                                                                       | of insurance for emergency illness or injury. As per the full overall cover limit |  |
|  | 18) | Major organ transplant including the cost of organ donor                                                              | Covered to the Full Overall Cover limit.                                          |  |
|  | 19) | Accident caused dental and optical expenses.<br>Non-accident ophthalmologic surgery and non-accident dental surgery   | Covered to the Full Overall Cover limit.                                          |  |
|  | 20) | Emergency road/air evacuation services                                                                                | Covered to the Full Overall Cover limit.                                          |  |
|  | 21) | Professional fees for specialist doctors (Physicians, Surgeons, and anesthetists)                                     | Covered to the Full Overall Cover limit                                           |  |
|  | 22) | Theatre charges - surgical, ICU / HDU charges                                                                         | Covered to the Full Overall Cover limit                                           |  |
|  | 23) | In-patient prescribed drugs/medicines and dressings (including prescription on discharge) for a maximum of two weeks) | Covered to the Full Overall Cover limit                                           |  |
|  | 24) | Internal & external                                                                                                   | Covered to the Full                                                               |  |

|  |     |                                                                                                                                                   |                                                                                                                                                                                                                       |  |
|--|-----|---------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|
|  |     | surgical implants, appliances, joint replacements and prostheses.<br>External aids on prescription (Wheel chair, corsets/walking frames, crutches | Overall Cover limit.                                                                                                                                                                                                  |  |
|  | 25) | Psychiatry and psychotherapy treatment                                                                                                            | As per the limits below<br>Category A – 400,000<br>Category B & C – 300,000                                                                                                                                           |  |
|  | 26) | Annual medical checkups                                                                                                                           | Must provide for General Medical check-ups once a year for employee and spouse subject to a limit of Kshs.20,000 per person                                                                                           |  |
|  | 27) | Excess of Loss Benefit.                                                                                                                           | Kshs 10,000,000 as an umbrella cover for the whole Group.<br>The benefit covers medical expenses in excess of the entitled cover limits and can only be accessed after the overall inpatient cover limit is exhausted |  |
|  | 28) | Terrorism cover                                                                                                                                   | Subject to a maximum of twenty (20) claimants or total loss of Kshs 10,000,000(Ten million) for any one event/incident, with each employee limited to the extent of their individual limit                            |  |

|                                                                                                                                                                                                                                                                                                                                      |              |                                                                                                                                                          |                                                                                                     |                           |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------|----------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------|---------------------------|
|                                                                                                                                                                                                                                                                                                                                      | 29)          | Outpatient Consultation<br>Prescription drugs<br>Prescribed routine laboratory tests,<br>Radiology (X-ray and Ultrasound, CT Scan and MRI)               | To cater for both illness and accident related injuries as per full cover                           |                           |
|                                                                                                                                                                                                                                                                                                                                      | 30)          | Day care surgery                                                                                                                                         | For minor surgical treatment that may not necessarily require hospital admission as per full cover. |                           |
|                                                                                                                                                                                                                                                                                                                                      | 31)          | KEPI and baby friendly vaccines.                                                                                                                         | Covered to the Full outpatient Cover limit                                                          |                           |
|                                                                                                                                                                                                                                                                                                                                      | 32)          | Accommodation/lodger fee.                                                                                                                                | Cater for accommodation/ Lodger fees for those accompanying children below twelve (12) years        |                           |
|                                                                                                                                                                                                                                                                                                                                      | 33)          | Combined Dental and Optical cover                                                                                                                        | Ksh.100, 000.00 per family per year.                                                                |                           |
| <p>Only bidders who meet <b>ALL</b> the requirements in Part A of the technical evaluation shall proceed to Part B of technical evaluation.</p> <p><b>Part B: Technical Evaluation (General Requirements)</b></p> <p>The details given are minimum requirements and bidders need to score 70 to proceed to financial evaluation.</p> |              |                                                                                                                                                          |                                                                                                     |                           |
|                                                                                                                                                                                                                                                                                                                                      | <b>S. No</b> | <b>Item</b>                                                                                                                                              | <b>Description</b>                                                                                  | <b>Maximum Scores (%)</b> |
|                                                                                                                                                                                                                                                                                                                                      | 1.           | Firm experience as shown by number of years in insurance business (Refer to Attached copies of IRA registration certificates for the last five (5)Years) | 1 point for every year's experience to a maximum of five (5) years                                  | 5                         |



|  |    |                                                                                                                                                                                                           |                                                                                                                 |    |
|--|----|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------|----|
|  | 2. | List of five (5) current Corporate Clients Attach copy of LSO/ Contract document                                                                                                                          | (2 marks for each)                                                                                              | 10 |
|  | 3. | Recommendation letters from five (5) Public Institutions on client letter head which MUST be signed within the three (3) year period.                                                                     | (4 marks each)                                                                                                  | 20 |
|  | 4. | Professional qualification and experience of the principal officer                                                                                                                                        | ACII/AIHK or equivalent                                                                                         | 2  |
|  |    |                                                                                                                                                                                                           | Relevant degree                                                                                                 | 2  |
|  |    |                                                                                                                                                                                                           | Relevant experience – 1 point for every year's experience in Insurance industry. - max.6 years                  | 6  |
|  | 5. | Professional qualifications and experience of two (2) other technical personnel or other officers                                                                                                         | ACII/AIHK certification – 1 points                                                                              | 3  |
|  |    |                                                                                                                                                                                                           | Relevant degree                                                                                                 | 3  |
|  |    |                                                                                                                                                                                                           | Relevant experience – 1 point for every year's experience in Insurance industry. – (Max. 4 years)               | 8  |
|  | 6. | List at least three (3) other key professional staff and specify portfolio/ tasks. Attach CVs. (One of these MUST be from the disadvantaged groups i.e. Youth, Women or Persons living with disabilities) | (2 marks for each professional up to max of 3)                                                                  | 6  |
|  | 7. | Financial capability for the last three (3) years: Liquidity ratio;                                                                                                                                       | <ul style="list-style-type: none"> <li>▪ 2:1 ratio (2 Marks each year)</li> <li>▪ 1: 1 ratio (1 Mark</li> </ul> | 6  |

|        |                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |                                                                                                                                   |                                                                                                                                                                         |            |
|--------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------|
|        |                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |                                                                                                                                   | each year)<br>▪ Less – 0 point                                                                                                                                          |            |
|        | 8.                                                                                                                                                                                                                                                                                                                                                                                                                                                                | Premium turnover                                                                                                                  | Average premium turnover for the last two years -1 point for every Ksh.100 million handled to a maximum of 1 Billion.                                                   | 10         |
|        | 9.                                                                                                                                                                                                                                                                                                                                                                                                                                                                | Benefits (list the additional benefits to the cover for ease of evaluation)                                                       | 1 marks for each benefit up to a maximum of five (5) benefits                                                                                                           | 5          |
|        | 10.                                                                                                                                                                                                                                                                                                                                                                                                                                                               | List of health providers indicating their locations, contact person and telephone.                                                | <ul style="list-style-type: none"> <li>▪ 2 marks for 40- 60 hospitals</li> <li>▪ marks for 61 - 100 hospital</li> <li>▪ 6 marks for more than 101 hospitals)</li> </ul> | 6          |
|        | 11.                                                                                                                                                                                                                                                                                                                                                                                                                                                               | General spread of indicated health providers presence in majority of the counties (clustered in the former eight (8) provinces) – | 1 mark for each Region                                                                                                                                                  | 8          |
|        | <b>Total</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                      |                                                                                                                                   |                                                                                                                                                                         | <b>100</b> |
|        | The minimum technical score to proceed to financial evaluation is <b>70</b> out of the <b>80</b> marks and only tenderers that secure the minimum technical score will be financially evaluated.                                                                                                                                                                                                                                                                  |                                                                                                                                   |                                                                                                                                                                         |            |
| 2.25.1 | <p><b>Financial Evaluation</b></p> <p>The Financial evaluation shall comprise 20% of the total marks.</p> <p>The formula for determining the financial score (SF) shall be as follows:</p> <p><b>Sf</b> = 100 x Fm/f where<br/> Where: <b>Sf</b> is the financial score<br/> <b>Fm</b> is the lowest fees quoted and<br/> <b>F</b> is the fees of the quotation under consideration.</p> <p>The lowest fees quoted will be allocated the maximum score of 100</p> |                                                                                                                                   |                                                                                                                                                                         |            |

|  |                                                                                                 |
|--|-------------------------------------------------------------------------------------------------|
|  | The bidder with the highest combined technical and financial score shall be awarded the tender. |
|--|-------------------------------------------------------------------------------------------------|

### **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 Tenderer” means the organization or firm providing the services under this Contract.
- (f) “GCC” means the General Conditions of Contract contained in this section.
- (g) “SCC” means the Special Conditions of Contract
- (h) “Day” means calendar day

### **3.2. Application**

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

### **3.3. Standards**

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

### **3.4. Patent Rights**

3.4.1 The Tenderer 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.

### **3.5 Performance Security**

- 3.5.1 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
- 3.5.2 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.
- 3.5.3 The performance security shall be denominated in the currency of the Contract, or in a freely convertible currency acceptable to the Procuring entity and shall be in the form of:
- a) A bank guarantee.
  - b) Such insurance guarantee approved by the Authority.
- 3.5.4 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 tenderer's performance of obligations under the Contract, including any warranty obligations, under the Contract.

### **3.6 Delivery of services and Documents**

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

### **3.7 Payment**

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

### **3.8 Prices**

- 3.8.1 Prices charged by the Tenderer for Services performed under the Contract shall not, with the exception of any price adjustments authorized in SCC vary from the prices quoted by the tenderer in its tender or in the procuring entity's request for tender validity extension as the case may be. No variation in or modification to the terms of the contract shall be made except by written amendments signed by the parties.

### **3.9 Assignment**

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

### **3.10. Termination for Default**

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

- (a) if the Tenderer 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 Tenderer 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

3.10.2 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 Tenderer shall be liable to the Procuring entity for any excess costs for such similar services.

### **3.11. Termination for Insolvency**

3.11.1 The Procuring entity may at any time terminate the contract by giving written notice to the Tenderer if the Tenderer becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the Tenderer, 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.

### **3.12. Termination for Convenience**

3.12.1 The Procuring entity by written notice sent to the Tenderer, 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 Tenderer of the contract is terminated and the date on which such termination becomes effective.

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

### **3.13 Resolution of Disputes**

3.13.1 The procuring entity and the Tenderer 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

3.13.2 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.

### **3.14. Governing Language**

3.14.1. 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.

### **3.15. Applicable Law**

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

### **3.16 Force Majeure**

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

### **3.17 Notices**

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

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



## SECTION IV - SPECIAL CONDITIONS OF CONTRACT

4.1 Special conditions of contract shall supplement the General conditions of contract. Wherever there is a conflict between the GCC and the SCC, the provisions of the SCC herein shall prevail over those in the GCC.

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

| Reference of general conditions of contract | Special condition of contract                                                                                                     |
|---------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------|
| 3.5 Performance security                    | <b>7.5%</b> of the contract amount to be submitted before signing the contract.                                                   |
| 3.7 Payment                                 | Payment shall be made as per the terms and agreements in the signed contract                                                      |
| 3.9 Price adjustment                        | None allowed                                                                                                                      |
| 3.15 Applicable law                         | Laws of Kenya                                                                                                                     |
| 3.17 Notices                                | Client:<br><br><b>The Chief Executive Officer,<br/>Kenya Trade Network Agency – KENTRADE<br/>P O Box 36943-00200<br/>Nairobi.</b> |
|                                             |                                                                                                                                   |

## **SECTION V - SCHEDULE OF REQUIREMENTS**

### **5.0 TERMS OF REFERENCE FOR PROVISION OF STAFF MEDICAL SCHEME**

#### **5.1 BRIEF ON KENYA TRADE NETWORK AGENCY (KENTRADE)**

##### **5.1.1 INTRODUCTION**

The Kenya Trade Network Agency (KenTrade) is a State Corporation under the National Treasury whose mandate is to implement, operationalize and manage the Kenya National Electronic Single Window System (KNESWS), as well as Trade Facilitation.

The key functions of the Agency are to:

- a) Implement policies relating to the National Electronic Single Window System;
- b) Integrate electronic systems of public and private entities involved in receipting, processing and approving documents relating to international trade transactions;
- c) Develop, manage, and promote interchange of electronic data for facilitation of trade;
- d) Undertake and co-ordinate research and surveys in electronic commerce aimed at simplifying and harmonizing trade documentation;
- e) Maintain an electronic database of all imported and exported goods and services and the levies, fees, duties and taxes charged on imported or exported goods and services;
- f) Collect trade statistics;
- g) Plan, develop, monitor and evaluate training programmes for all stakeholders to ensure conformity with international best practices; and
- h) Perform such other functions related to trade facilitation and other such duties as the Minister may, from time to time, assign to the Agency.

##### **5.1.2 Vision**

“To be a global leader in trade facilitation through innovative e-commerce solutions.”

##### **5.1.3 Mission**

“To facilitate trade by simplifying and harmonizing business processes through effective and efficient management of the TradeNet System and provision of

related services for Kenya's global competitiveness.”

#### **5.1.4 Core Values**

As a public sector institution, we are dedicated to excellence and provision of high quality professional services to our customers. The values that will guide us in achieving our vision and mission are:

- i. Customer focus;
- ii. Efficiency;
- iii. Integrity;
- iv. Accountability;
- v. Team work;
- vi. Equity; and
- vii. Creativity and Innovation.

#### **5.1.5 Branches**

KenTrade’s Head Office is in Nairobi. The Agency also has staff in branch offices in the following towns;

- i. Mombasa;
- ii. Isebania;
- iii. Busia;
- iv. Malaba; and
- v. Namanga.

### **5.2 PROBLEM STATEMENT**

The Agency intends to procure a medical insurance cover for its employees and their legal dependents to cater for both outpatient and inpatient medical services (including optical and dental). The insurance cover will meet the medical expenses for the employee, the spouse and a maximum of four children. The extent of cover will however be dependent on the prevailing terms and conditions as agreed with the Insurance Company.

Medical privileges are intended to assist an officer and his family in maintaining good health and peace of mind, since a healthy employee is an asset to the Agency. To this end, the Agency will strive to procure a comprehensive Medical Insurance Scheme for its employees for in-patient medical treatment while the Out-patient Scheme will be a

Fund.

The proposed medical scheme is a comprehensive Group Medical Cover which provides 24-hour worldwide medical coverage to employees and their dependents on a non-contributory basis.

The Agency has had a Medical Insurance Cover for its staff since 2012.

### **5.3 OUT PATIENT COVER**

#### **a) Type of Cover**

The Outpatient cover is expected to be a **Fund Administered Cover**. The Agency shall establish an Outpatient Medical Scheme Fund by depositing a certain amount of money with the Underwriter (Insurance Company). The underwriter is expected to provide administration services to the Scheme at a fee.

Periodic (quarterly) expenditure reports shall be forwarded to the Agency and the Fund shall be topped up whenever the amount there in reaches a certain level.

#### **b) Proposed Outpatient Benefits**

This shall be the cover for medical services that do not require overnight hospitalization and Includes outpatient services which include but not limited to:

- i. Outpatient consultations
- ii. Diagnostic examinations
- iii. Injections and procedures performed at a primary care level in a doctor's consultation room
- iv. Prescribed drugs for one month and dressings
- v. X-rays, pathology, scans and MRI
- vi. ECG exams
- vii. Post and antenatal care
- viii. Minor trauma treatment
- ix. Prescribed physiotherapy
- x. Day surgeries (theatre and bed charges)
- xi. Psychiatric and Counseling services
- xii. Well baby clinics
- xiii. KEPI and 'baby friendly' Immunization Programmes
- xiv. Critical Illness, Congenital and pre-existing conditions

- xv. HIV services (Adherence and nutritional counseling, Follow-up every 3months, Prevention of mother to child Transmission (PMTCT), ARV's and Monitoring, Opportunistic infections etc.)
- xvi. STIs
- xvii. Emergency ambulance services
- xviii. Direct specialist visits for gynecologists and pediatrician
- xix. Specialist opinion on referral basis
- xx. Supplements prescribed by medical practitioner
- xxi. Prescribed soaps and oils e.g. oilatum for eczema
- xxii. Health Education Programmes (Wellness Programme) including VCT.

### c) Cover limits

- a) Category A - CEO
- b) Category B – Management staff (KTNA 2-4): Ksh 250,000 per family per year
- c) Category C - Other staff (KTNA 5-12): Ksh 200,000 per family per year

## 5.4 INPATIENT COVER

### a) Type of Cover

The Inpatient Cover is an **Insurance Cover**. The cover is expected to cater for all inpatient services on insurance basis subject to the cover limits outlined below.

### b) Proposed Inpatient Benefits

The inpatient cover is expected to provide medical services when hospitalized and the services shall include but are not limited to the following:

- i. Accidental and illness hospitalization to include accommodation, doctors' fees, operating theatre, ICU charges, physiotherapy, prescribed drugs, dressings, scans, ECG, MRI, laboratory tests etc.
- ii. In patient surgery.
- iii. Day admissions for all cases including local and general anesthesia to be considered as inpatient.
- iv. First non – elective, emergency caesarean and consecutive caesarean deliveries.
- v. Hospitalization due to dental and optical cases.
- vi. Gynecological illnesses.

- vii. Post hospitalization benefit.
- viii. Ambulance rescue both air and road.
- ix. Guardian's bed for hospitalized children who are below the age of eight (8) years.
- x. Critical Illness, Congenital conditions and pre-existing conditions.
- xi. Hospital accommodation for inpatient.

### c) In Patient cover limits

The cover limits are;

- i. Category A – CEO
- ii. Category B (KTNA 2 - 4): **Ksh 3,000,000** per family per year
- iii. Category C (KTNA 5 -12): **Ksh 2,500,000** per family per year

## 5.5 OTHER BENEFITS OF THE COVER

The medical insurance cover should also provide for the following additional benefits as per the limits.

- i. Dental cover
- ii. Optical
- iii. Maternity (normal & Caesarian)
- iv. Pre-existing & congenital conditions, critical illness, HIV/AIDS related care
- v. Last expense
- vi. Excess of Loss
- vii. Emergency evacuation and ambulance services
- viii. International emergency cover
- ix. Overseas evacuation and treatment
- x. Rehabilitation after hospitalization of at least 15 days

## 5.6 MEDICAL COVER DETAILS

|    |                                |                                                                                                                                                                                                                                                                              |
|----|--------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 1. | Description and scope of cover | The policy will pay for hospitalization and outpatient medical expenses incurred during the period of insurance as a direct result of an insured person falling ill or sustaining accidental bodily injury subject to the general terms, conditions and exclusions of policy |
| 2. | Description of insured         | Employees and their eligible dependents (spouse and                                                                                                                                                                                                                          |

|    |                         |                                                                                                           |
|----|-------------------------|-----------------------------------------------------------------------------------------------------------|
|    | persons                 | children)                                                                                                 |
| 3. | Age of child dependents | Child dependents are covered from birth up to 23 years (or up to 25 years if they are still school going) |
| 4. | Waiting period          | There shall be <b>no</b> waiting period for entry into the KenTrade scheme                                |
| 5. | Service Access          | Use of Smart cards                                                                                        |
| 6. | Geographical coverage   | Within and outside Kenya (worldwide cover) subject to provisions of the actual policy                     |

## 5.7 Summary of Key Benefits and Proposed Limits

|           | Benefit description                                                        | Category A<br>CEO (KTNA<br>1)<br>(Kshs)           | Category B<br>KTNA 2-4<br>(Kshs)                                                                                                                                      | Category C<br>KTNA 5-12<br>(Kshs)                                                                                                                                            |
|-----------|----------------------------------------------------------------------------|---------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>a.</b> | <b>Inpatient cover details/limits</b>                                      |                                                   |                                                                                                                                                                       |                                                                                                                                                                              |
| 1)        | Overall cover limit per family (combined for illness and accident)         | 3,000,000                                         | 3,000,000                                                                                                                                                             | 2,500,000                                                                                                                                                                    |
| 2)        | Hospital accommodation - Bed limit entitlement net of NHIF rebate per day. | Standard private room for employee and dependents | Standard private room for employee only. General ward bed for dependents. The room may be upgraded where the condition demands as prescribed by the attending medical | Standard private room for employee only. General ward bed for dependents. The room may be upgraded where the condition demands as prescribed by the attending medical doctor |

|     | <b>Benefit description</b>                                                                                                                                                    | <b>Category A<br/>CEO (KTNA<br/>1)<br/>(Kshs)</b> | <b>Category B<br/>KTNA 2-4<br/>(Kshs)</b> | <b>Category C<br/>KTNA 5-12<br/>(Kshs)</b> |
|-----|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------|-------------------------------------------|--------------------------------------------|
|     |                                                                                                                                                                               |                                                   | doctor                                    |                                            |
| 3)  | Chronic and Pre-existing conditions                                                                                                                                           | 800,000                                           | 650,000                                   | 500,000                                    |
| 4)  | Newly diagnosed Chronic conditions and HIV/AIDS related illnesses (in the cover period of diagnosis only)                                                                     | Full Overall Cover                                | Full Overall Cover                        | Full Overall Cover                         |
| 5)  | Maternity cover for normal delivery and pregnancy related complications (E.g. miscarriage)                                                                                    | 200,000                                           | 200,000                                   | 200,000                                    |
| 6)  | First Emergency caesarean operation including Ectopic pregnancy and consequents Caesarean deliveries                                                                          | 200,000                                           | 200,000                                   | 200,000                                    |
| 7)  | Psychiatry and psychotherapy treatment                                                                                                                                        | 400,000                                           | 300,000                                   | 300,000                                    |
| 8)  | Emergency Air evacuation within East Africa, subject to pre-authorization                                                                                                     | Full Overall Cover                                | Full Overall Cover                        | Full Overall Cover                         |
| 9)  | Emergency local road ambulance services leading to admission                                                                                                                  | Full Overall Cover                                | Full Overall Cover                        | Full Overall Cover                         |
| 10) | Overseas cover - for a maximum of sixty consecutive days outside Kenya while on holiday or business visit during any one period of insurance, for emergency illness or injury | Full Overall Cover                                | Full Overall Cover                        | Full Overall Cover                         |



|     | <b>Benefit description</b>                                                                                                         | <b>Category A<br/>CEO (KTNA<br/>1)<br/>(Kshs)</b> | <b>Category B<br/>KTNA 2-4<br/>(Kshs)</b> | <b>Category C<br/>KTNA 5-12<br/>(Kshs)</b> |
|-----|------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------|-------------------------------------------|--------------------------------------------|
| 11) | Accident caused dental and optical expenses                                                                                        | Full Overall<br>Cover                             | Full Overall<br>Cover                     | Full Overall<br>Cover                      |
| 12) | Non-accident ophthalmologic surgery                                                                                                | 250,000                                           | 200,000                                   | 200,000                                    |
| 13) | Non-accident dental surgery                                                                                                        | 250,000                                           | 200,000                                   | 200,000                                    |
| 14) | Post Hospitalization Benefit for accident and surgical admissions within thirty days after discharge per principal member per year | 60,000                                            | 50,000                                    | 50,000                                     |
| 15) | Professional fee for specialist doctors (Physicians, Surgeons, and anesthetists)                                                   | Full Overall<br>Cover                             | Full Overall<br>Cover                     | Full Overall<br>Cover                      |
| 16) | Theatre charges - surgical, ICU / HDU charges                                                                                      | Full Overall<br>Cover                             | Full Overall<br>Cover                     | Full Overall<br>Cover                      |
| 17) | In-patient prescribed drugs/medicines and dressings (including prescription on discharge for a maximum of two weeks)               | Full Overall<br>Cover                             | Full Overall<br>Cover                     | Full Overall<br>Cover                      |
| 18) | Internal & external surgical implants, appliances, joint replacements and prostheses                                               | Full Overall<br>Cover                             | Full Overall<br>Cover                     | Full Overall<br>Cover                      |
| 19) | External aids on prescription (Wheel chair, corsets/walking frames, crutches)                                                      | 40,000                                            | 30,000                                    | 30,000                                     |
| 20) | Inpatient diagnostic tests for therapeutic purposes (X-rays, pathology, ECGs, MRI                                                  | Full Overall<br>Cover                             | Full Overall<br>Cover                     | Full Overall<br>Cover                      |

|     | <b>Benefit description</b>                                                                                                                                                                                                                                      | <b>Category A<br/>CEO (KTNA<br/>1)<br/>(Kshs)</b> | <b>Category B<br/>KTNA 2-4<br/>(Kshs)</b> | <b>Category C<br/>KTNA 5-12<br/>(Kshs)</b> |
|-----|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------|-------------------------------------------|--------------------------------------------|
|     | scans)                                                                                                                                                                                                                                                          |                                                   |                                           |                                            |
| 21) | Day care surgery for minor surgical treatment that may not necessarily require admission, subject to pre-authorization                                                                                                                                          | Full Overall<br>Cover                             | Full Overall<br>Cover                     | Full Overall<br>Cover                      |
| 22) | Major organ transplant including the cost of organ donor                                                                                                                                                                                                        | Full Overall<br>Cover                             | Full Overall<br>Cover                     | Full Overall<br>Cover                      |
| 23) | Basic accommodation cost for one resident mother or guardian during admission of children less than 12 years of age                                                                                                                                             | Full Overall<br>Cover                             | Full Overall<br>Cover                     | Full Overall<br>Cover                      |
| 24) | Congenital defects/genetic disorders for children under 7 years of age, and Neonatal complications for new born babies and their insured mothers, except those declared at the inception of the cover                                                           | 800,000                                           | 650,000                                   | 500,000                                    |
| 25) | Last Expense or funeral cover for the principal members and their insured dependents (spouses and children)                                                                                                                                                     | 100,000                                           | 100,000                                   | 100,000                                    |
| 26) | Excess of Loss Benefit of Kshs 10,000,000 as an umbrella cover for the whole Group.<br>The benefit covers medical expenses in excess of the entitled cover limits and can only be accessed after the overall cover limit is exhausted due to a covered illness. |                                                   |                                           |                                            |

|           | <b>Benefit description</b>                                                                                                                                                                               | <b>Category A<br/>CEO (KTNA<br/>1)<br/>(Kshs)</b> | <b>Category B<br/>KTNA 2-4<br/>(Kshs)</b> | <b>Category C<br/>KTNA 5-12<br/>(Kshs)</b> |
|-----------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------|-------------------------------------------|--------------------------------------------|
| 27)       | Terrorism cover subject to a maximum of ten (10) claimants or total loss of Kshs 10,000,000(Ten million) for any one event/incident, with each employee limited to the extent of their individual limit. |                                                   |                                           |                                            |
| <b>b.</b> | <b>Outpatient Cover Details</b>                                                                                                                                                                          |                                                   |                                           |                                            |
| 1)        | Overall outpatient cover limit per family (combined for both illness and accident)                                                                                                                       | 250,000                                           | 250,000                                   | 200,000                                    |
| 2)        | Outpatient Consultation                                                                                                                                                                                  | Full cover                                        | Full cover                                | Full cover                                 |
| 3)        | Prescription drugs                                                                                                                                                                                       | Full cover                                        | Full cover                                | Full cover                                 |
| 4)        | Prescribed routine laboratory tests                                                                                                                                                                      | Full cover                                        | Full cover                                | Full cover                                 |
| 5)        | Radiology (X-ray and Ultrasound, CT Scan and MRI)                                                                                                                                                        | Full cover                                        | Full cover                                | Full cover                                 |
|           | Pre-existing, chronic conditions and Critical illness including cancer                                                                                                                                   | Full cover                                        | Full cover                                | Full cover                                 |
| 6)        | Newly diagnosed chronic conditions                                                                                                                                                                       | Full cover                                        | Full cover                                | Full cover                                 |
| 7)        | HIV/AIDS and related opportunistic conditions                                                                                                                                                            | Full cover                                        | Full cover                                | Full cover                                 |
| 8)        | Maternity cover– ANC & PNC only (up to 6 weeks post-partum)                                                                                                                                              | Full cover                                        | Full cover                                | Full cover                                 |
| 9)        | Psychiatry and psychotherapy                                                                                                                                                                             | Full cover                                        | Full cover                                | Full cover                                 |
| 10)       | Outpatient Oncology/Cancer diagnostics                                                                                                                                                                   | Full cover                                        | Full cover                                | Full cover                                 |
| 11)       | Immunizations (Both KEPI and ‘Baby Friendly’)                                                                                                                                                            | Full cover                                        | Full cover                                | Full cover                                 |
| 12)       | Combined Dental and Optical cover per family as a                                                                                                                                                        | 100,000                                           | 100,000                                   | 100,000                                    |

|     | <b>Benefit description</b>                                                                                                                                                                                     | <b>Category A<br/>CEO (KTNA<br/>1)<br/>(Kshs)</b> | <b>Category B<br/>KTNA 2-4<br/>(Kshs)</b> | <b>Category C<br/>KTNA 5-12<br/>(Kshs)</b> |
|-----|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------|-------------------------------------------|--------------------------------------------|
|     | separate benefit                                                                                                                                                                                               |                                                   |                                           |                                            |
| 13) | Day care surgery for minor surgical treatment that may not necessarily require admission                                                                                                                       | Full overall cover                                | Full overall cover                        | Full overall cover                         |
| 14) | Basic Medical Check-ups <b>for principal members only</b> , period (including Prostate Antigen Test for male employees and Pap Smear for female employees, among others.) once per person during any one cover | 20,000                                            | 20,000                                    | 20,000                                     |

## 5.8 Scheme Members

| <b>S/No</b> | <b>Category</b>                                                                         | <b>Principals</b> | <b>Dependents</b> |
|-------------|-----------------------------------------------------------------------------------------|-------------------|-------------------|
| 1)          | <b>Category A (CEO)</b><br>Outpatient - Ksh 250,000<br>Inpatient - Ksh 3,000,000        | 1                 | 4                 |
| 2)          | <b>Category B: (KTNA 2-4)</b><br>Outpatient - Ksh 250,000<br>Inpatient - Ksh 3,000,000  | 15                | 46                |
| 3)          | <b>Category C: (KTNA 5-12)</b><br>Outpatient - Ksh 200,000<br>Inpatient - Ksh 2,500,000 | 59                | 113               |
|             | <b>Totals</b>                                                                           | <b>75</b>         | <b>163</b>        |
|             | <b>grand Total</b>                                                                      | <b>238 Member</b> |                   |

## 5.9 EVALUATION CRITERIA

An evaluation criterion with a total of 100 marks will be used as per the following three (3) key areas:

- (i) Preliminary Evaluation (Mandatory requirements)
- (ii) Technical Evaluation; Part A (Mandatory) and Part B (80%)
- (iii) Financial Evaluation (20%)

### **5.9.1 Preliminary Evaluation**

No marks shall be allocated for the preliminary evaluation. However, bidders who do not meet **any** of the mandatory requirements under this criterion shall be disqualified from proceeding to the Technical Evaluation.

The criterion for Preliminary Evaluation is:

- i. Copy of Certificate of Incorporation/Registration.
- ii. Duly filled, signed and stamped form of tender.
- iii. Copy of Valid Tax Compliance Certificate from KRA.
- iv. Copy of AKI membership for the current year 2019.
- v. Copy of registration certificate from IRA for 2019.
- vi. A valid Single business permit from County Government for 2019.
- vii. Submit copies of audited accounts for the latest three (3) financial years (2016, 2017 & 2018).
- viii. Provide Medical Reinsurance slip for the year 2019.
- ix. Attach recommendation letters on clients' letterhead duly signed and stamped from 10 major hospitals in Nairobi accepting the use of your Insurance Cards to include the following hospitals; Nairobi Hospital, Aga Khan Hospital, MP Shah Hospital, Mater Hospital, Avenue Hospital, Gertrude Hospital, Nairobi West Hospital, Metropolitan Hospital, Coptic Hospital, Nairobi Women Hospital and Mombasa Hospital duly signed and stamped. (The recommendation letters must be current, issued in the year 2019)
- x. Anti-corruption affidavit signed and stamped by a Commissioner of Oaths.
- xi. The document must be paginated

### **5.9.2 Technical Evaluation**

#### **Part A: Mandatory Technical evaluation criteria**

The following provisions **must be provided** for in the cover. **(These are the basic minimum and must be met in full)**. Each tenderer is therefore expected to provide

comprehensive responses in the last column headlined “**Bidders comments**”. Bidders are expected to respond ‘clause by clause’.

| No | Item                                                   | Description                                                                                                                                                 | Bidder's Comments |
|----|--------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------|
| 1) | Out Patient Cover Limit                                | Category A – 250,000.00<br>Category B - 250,000.00<br>Category C - 200,000.00                                                                               |                   |
| 2) | In Patient Cover Limit                                 | Category A - 3,000,000.00<br>Category B - 3,000,000.00<br>Category C - 2,500,000.00                                                                         |                   |
| 3) | Claims administration                                  | Provide Reference letters from at least five (5) clients                                                                                                    |                   |
| 4) | Mode of Service Access                                 | Use of Smart cards                                                                                                                                          |                   |
| 5) | No Co-payment for any service                          | Waiver of co-payment for any service                                                                                                                        |                   |
| 6) | Age limit of members and dependents                    | No age limit for members and spouses                                                                                                                        |                   |
| 7) | Hospital accommodation.                                | Category A: Private room for member and dependents.                                                                                                         |                   |
|    |                                                        | Category B: Private room for member and Standard Ward bed for dependents                                                                                    |                   |
|    |                                                        | Category C: Private room for member and Standard Ward bed for dependents                                                                                    |                   |
| 8) | Access to specialists.                                 | Direct access to common specialist's e.g dentists. Opticians, pediatricians, Obs/Gynae. No pre-authorization be required for access to specialist services. |                   |
| 9) | Chronic illnesses, pre-existing conditions, HIV /Aids. | Covered to the Full Overall Cover limit for outpatient and as the following limits for inpatient<br>Category A - 800,000                                    |                   |

| No  | Item                                                                                                                                    | Description                                                                                                              | Bidder's Comments |
|-----|-----------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------|-------------------|
|     |                                                                                                                                         | Category B - 650,000<br>Category C - 500,000<br>Newly diagnosed Chronic conditions must be within the full overall cover |                   |
| 10) | Treatment of congenital defects.                                                                                                        | Category A - 800,000<br>Category B - 650,000<br>Category C - 500,000                                                     |                   |
| 11) | Maternity.                                                                                                                              | For normal child birth including pregnancy related complications (E.g. miscarriage) - Ksh 200,000.00per family           |                   |
|     |                                                                                                                                         | <b>ALL</b> caesarian operations (not only the first one) including Ectopic pregnancy - Ksh 200,000.00 per family         |                   |
| 12) | Non-accident ophthalmologic surgery.                                                                                                    | Category A - 250,000<br>Category B - 200,000<br>Category C - 200,000                                                     |                   |
| 13) | Non-accident dental surgery.                                                                                                            | Category A - 250,000<br>Category B - 200,000<br>Category C - 200,000                                                     |                   |
| 14) | Post Hospitalization Benefit for accident and surgical admissions within thirty (30) days after discharge per principal member per year | Category A - 60,000<br>Category B - 50,000<br>Category C - 50,000                                                        |                   |
| 15) | External aids on prescription (Wheel chair, corsets/walking frames, crutches                                                            | Category A - 40,000<br>Category B - 30,000<br>Category C - 30,000                                                        |                   |

| No  | Item                                                                                                                | Description                                                                                                                                               | Bidder's Comments |
|-----|---------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------|
| 16) | Last Expense or funeral cover                                                                                       | For the principal members and their insured dependents (spouses and children) at Ksh.100,000 .00 per member.                                              |                   |
| 17) | Overseas cover access                                                                                               | For a maximum of sixty consecutive days outside Kenya during the period of insurance for emergency illness or injury. As per the full overall cover limit |                   |
| 18) | Major organ transplant including the cost of organ donor                                                            | Covered to the Full Overall Cover limit.                                                                                                                  |                   |
| 19) | Accident caused dental and optical expenses.<br>Non-accident ophthalmologic surgery and non-accident dental surgery | Covered to the Full Overall Cover limit.                                                                                                                  |                   |
| 20) | Emergency road/air evacuation services                                                                              | Covered to the Full Overall Cover limit.                                                                                                                  |                   |
| 21) | Professional fees for specialist doctors (Physicians, Surgeons, and anesthetists)                                   | Covered to the Full Overall Cover limit                                                                                                                   |                   |
| 22) | Theatre charges - surgical, ICU / HDU charges                                                                       | Covered to the Full Overall Cover limit                                                                                                                   |                   |
| 23) | In-patient prescribed drugs/medicines and dressings (including prescription on                                      | Covered to the Full Overall Cover limit                                                                                                                   |                   |



| No  | Item                                                                                                                                                                  | Description                                                                                                                                                                                                           | Bidder's Comments |
|-----|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------|
|     | discharge) for a maximum of two weeks)                                                                                                                                |                                                                                                                                                                                                                       |                   |
| 24) | Internal & external surgical implants, appliances, joint replacements and prostheses.<br>External aids on prescription (Wheel chair, corsets/walking frames, crutches | Covered to the Full Overall Cover limit.                                                                                                                                                                              |                   |
| 25) | Psychiatry and psychotherapy treatment                                                                                                                                | As per the limits below<br>Category A – 400,000<br>Category B & C – 300,000                                                                                                                                           |                   |
| 26) | Annual medical checkups                                                                                                                                               | Must provide for General Medical check-ups once a year for employee and spouse subject to a limit of Kshs.20,000 per person                                                                                           |                   |
| 27) | Excess of Loss Benefit.                                                                                                                                               | Kshs 10,000,000 as an umbrella cover for the whole Group.<br>The benefit covers medical expenses in excess of the entitled cover limits and can only be accessed after the overall inpatient cover limit is exhausted |                   |
| 28) | Terrorism cover                                                                                                                                                       | Subject to a maximum of twenty (20) claimants or total loss of Kshs 10,000,000(Ten million) for any one event/incident, with each employee limited to the extent of their individual limit                            |                   |
| 29) | Outpatient Consultation                                                                                                                                               | To cater for both illness and accident related injuries as per                                                                                                                                                        |                   |

| No  | Item                                                                                                                     | Description                                                                                                  | Bidder's Comments |
|-----|--------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------|-------------------|
|     | Prescription drugs<br>Prescribed routine<br>laboratory tests,<br>Radiology (X-ray and<br>Ultrasound, CT Scan<br>and MRI) | full cover                                                                                                   |                   |
| 30) | Day care surgery                                                                                                         | For minor surgical treatment<br>that may not necessarily require<br>hospital admission as per full<br>cover. |                   |
| 31) | KEPI and baby<br>friendly vaccines.                                                                                      | Covered to the Full outpatient<br>Cover limit                                                                |                   |
| 32) | Accommodation/lodger<br>fee.                                                                                             | Cater for accommodation/<br>Lodger fees for those<br>accompanying children below<br>twelve (12) years        |                   |
| 33) | Combined Dental and<br>Optical cover                                                                                     | Ksh.100, 000.00 per family per<br>year.                                                                      |                   |

Only bidders who meet **ALL** the requirements in Part A of the technical evaluation shall proceed to Part B of technical evaluation.

### **Part B: Technical Evaluation (General Requirements)**

The details given are minimum requirements and bidders need to score 70 to proceed to financial evaluation.

| S. No | Item                                                                                                                                                     | Description                                                        | Maximum Scores (%) |
|-------|----------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------|--------------------|
| 1.    | Firm experience as shown by number of years in insurance business (Refer to Attached copies of IRA registration certificates for the last five (5)Years) | 1 point for every year's experience to a maximum of five (5) years | 5                  |
| 2.    | List of five (5) current                                                                                                                                 | (2 marks for each)                                                 | 10                 |

| S. No | Item                                                                                                                                                                                                      | Description                                                                                                                                          | Maximum Scores (%) |
|-------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------|
|       | Corporate Clients Attach copy of LSO/ Contract document                                                                                                                                                   |                                                                                                                                                      |                    |
| 3.    | Recommendation letters from five (5) Public Institutions on client letter head which MUST be signed within the three (3) year period.                                                                     | (4 marks each)                                                                                                                                       | 20                 |
| 4.    | Professional qualification and experience of the principal officer                                                                                                                                        | ACII/AIHK or equivalent                                                                                                                              | 2                  |
|       |                                                                                                                                                                                                           | Relevant degree                                                                                                                                      | 2                  |
|       |                                                                                                                                                                                                           | Relevant experience – 1 point for every year's experience in Insurance industry. - max.6 years                                                       | 6                  |
| 5.    | Professional qualifications and experience of two (2) other technical personnel or other officers                                                                                                         | ACII/AIHK certification – 1 points                                                                                                                   | 3                  |
|       |                                                                                                                                                                                                           | Relevant degree                                                                                                                                      | 3                  |
|       |                                                                                                                                                                                                           | Relevant experience – 1 point for every year's experience in Insurance industry. – (Max.4 years)                                                     | 8                  |
| 6.    | List at least three (3) other key professional staff and specify portfolio/ tasks. Attach CVs. (One of these MUST be from the disadvantaged groups i.e. Youth, Women or Persons living with disabilities) | (2 marks for each professional up to max of 3)                                                                                                       | 6                  |
| 7.    | Financial capability for the last three (3) years: Liquidity ratio;                                                                                                                                       | <ul style="list-style-type: none"> <li>▪ 2:1 ratio (2 Marks each year)</li> <li>▪ 1: 1 ratio (1 Mark each year)</li> <li>▪ Less – 0 point</li> </ul> | 6                  |

| S. No        | Item                                                                                                                              | Description                                                                                                                                                               | Maximum Scores (%) |
|--------------|-----------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------|
| 8.           | Premium turnover                                                                                                                  | Average premium turnover for the last two years -1 point for every Ksh.100 million handled to a maximum of 1 Billion.                                                     | 10                 |
| 9.           | Benefits (list the additional benefits to the cover for ease of evaluation)                                                       | 1 marks for each benefit up to a maximum of five (5) benefits                                                                                                             | 5                  |
| 10.          | List of health providers indicating their locations, contact person and telephone.                                                | <ul style="list-style-type: none"> <li>▪ 2 marks for 40- 60 hospitals</li> <li>▪ 4 marks for 61 - 100 hospital</li> <li>▪ 6 marks for more than 101 hospitals)</li> </ul> | 6                  |
| 11.          | General spread of indicated health providers presence in majority of the counties (clustered in the former eight (8) provinces) – | 1 mark for each Region                                                                                                                                                    | 8                  |
| <b>Total</b> |                                                                                                                                   |                                                                                                                                                                           | <b>100</b>         |

The minimum technical score to proceed to financial evaluation is **70** out of the **80** marks and only tenderers who secure the minimum technical score will be financially evaluated.

### 5.9.3 Financial Evaluation

The Financial evaluation shall comprise 20% of the total marks.

The formula for determining the financial score (SF) shall be as follows:

$$\mathbf{Sf} = 100 \times \mathbf{Fm}/\mathbf{f} \text{ where}$$

Where: **Sf** is the financial score

**Fm** is the lowest fees quoted and

**F** is the fees of the quotation under consideration.

The lowest fees quoted will be allocated the maximum score of 100

The bidder with the highest combined technical and financial score shall be awarded the tender.

**The successful bidder will be awarded the contract for a period of two years.**

## **6.0 ADDITIONAL NOTES**

1. The scheme members shall access the medical services through use of smartcards which shall be presented to the service providers at the point of service.
2. The combined optical and dental benefit is a separate cover which shall be used for both optical and dental services.
3. The Maternity cover should include: Inpatient cost incurred for normal and caesarean deliveries, Labour and recovery wards, Professional fees, Pregnancy & Maternity related hospitalization, other related ailments and complications including ectopic pregnancies and miscarriages.
4. This cover should include cover during international travel both for inpatient and outpatient.
5. Excess of Loss is to be provided in situations where the family exhausts the allocated in patient cover and still requires additional medical services during the year. This will cater for '*ex-gratia*' cases.
6. New members shall be included in the scheme upon joining the Agency as new employees or as new dependents due to marriage or birth by the Agency employee.
7. New members shall join on pro-rata basis depending and when members leave the scheme, what remains after they exit will be carried forward.

## **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.

## 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 \_\_\_\_\_ 2015

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

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

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

## PRICE SCHEDULE FORM

Financial quotes should be broken down (as necessary) and presented in a table format as below;

| S.no        | Description | Quote in Ksh. Per year* |
|-------------|-------------|-------------------------|
| 1.          |             |                         |
| 2.          |             |                         |
| 3.          |             |                         |
| 4.          |             |                         |
| GRAND TOTAL |             |                         |

\*should include all relevant taxes and levies



## 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 Staff Medical, GPA, GL and WIBA  
covers 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 covers 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) Whichever 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 .....

Plot No. .... Street/Road .....

Postal Address ..... Tel. No. .... 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)*



**KENYA TRADE NETWORK AGENCY (KENTRADE)  
ANTI CORRUPTION AFFIDAVIT FORM  
REPUBLIC OF KENYA**

**IN THE MATTER OF THE PUBLIC PROCUREMENT AND DISPOSAL ACT, NO. 33  
OF 2015.**

I, ..... of P.O. Box ..... being a resident of ..... In the Republic of Kenya do hereby make oath and state as follows:-

1. THAT I am the .....;  
(Chief Executive/Managing Director/Principal Officer/Director) of ..... (Name of the Business) which is a Candidate in respect of Tender Number ..... to supply goods, render services and/ or carry out works for Kenya Trade Network Agency and duly authorized and competent to make this Affidavit.
2. THAT the aforesaid candidate has not been requested to pay any inducement to any member of the Board, Management, Staff and/or employees and /or agents of Kenya Trade Network Agency, which is the procuring entity.
3. THAT the aforesaid Candidate , its servant(s) and/or agent(s) have not been offered and will not offer any inducement to any member of the Board, Management, Staff and/or employees and /or agents of Kenya Trade Network Agency.
4. THAT the aforesaid Candidate, its servant(s) and agent(s) have not been debarred from any procurement process.
5. THAT what is deponed to hereinabove is true to the best of my knowledge, information and belief.

SWORN at ..... by the said}

..... }

On this ..... day of ..... 20.....}

}

}

\_\_\_\_\_  
DEPONENT

Before me  
Commissioner for Oaths

}

}