



**TENDER DOCUMENT**

**FOR**

**PROVISION OF COMPREHENSIVE STAFF MEDICAL COVER SERVICES**

**TENDER NUMBER: KNL/HQ/T001/2018-2019**

**CLOSING DATE: 22<sup>nd</sup> JANUARY, 2019**

**AT 10.00 A.M. EAST AFRICAN TIME**

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## SECTION I - INVITATION FOR TENDERS

Date: 8th January, 2019

### TENDER No. KNL/HQ/T001/2018-2019: PROVISION OF COMPREHENSIVE STAFF MEDICAL COVER SERVICES

1.1 Kenya National Library Service (knls) is a state corporation whose mandate is to promote, establish, equip, manage, maintain and develop libraries in Kenya.

1.2 Kenya National Library Service invites sealed bids from interested and eligible Medical Insurance Underwriters for the Provision of Comprehensive Staff Medical Cover.

1.3 Eligible Tenderers may obtain further information and download the tender documents free of charge from the Public Procurement Information portal/Integrated Financial Management Information System (IFMIS) supplier portal (<http://supplier.treasury.go.ke>.) and/or Kenya National Library Service website (knls): [www.knls.ac.ke](http://www.knls.ac.ke) .

1.4 Upon downloading the document, interested bidders **MUST** immediately forward their particulars (i.e. Name & Contacts of Applicant, tender no.) to email: [tender@knls.ac.ke](mailto:tender@knls.ac.ke) . A complete set of hard copy of bidding documents may be purchased by interested bidders upon payment of a non-refundable fee of Kenya Shillings 1,000/= (One Thousand Shillings Only) in form of a bankers cheque payable to knls or deposited in knls KCB account No. 1103249614, Milimani Branch.

1.5 Prices quoted should be net inclusive of all taxes any other applicable levies and delivery costs, must be in Kenya Shillings and shall remain valid for (120) days from the closing date of the tender.

1.6 Completed tender documents are to be enclosed in plain sealed envelopes, marked with the tender number and name and be deposited in the Tender Box on 3<sup>rd</sup> Floor, Mumias Road/Oldonyo Sabuk Road Junction, Buruburu, Nairobi, on or before 10.00 a.m. local time on 22<sup>nd</sup> January, 2019 and be addressed to;

**Director**

Kenya National Library Service

P.O. Box 30573 -00100

NAIROBI

Tel: +252 20 2725550/1

Email: [knls@knls.ac.ke](mailto:knls@knls.ac.ke)

1.7 Tender documents will be opened immediately thereafter at the Conference Room on Director's Wing Mumias Road/Oldonyo Sabuk Road Junction, Buruburu, Nairobi in the presence of Bidders representatives who choose to attend

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

**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 Knls employees, committee members, board members and their relatives (spouse and children) are not eligible to participate in the tender.
- 2.1.3 Tenderers shall provide the qualification information statement that the tenderer (including all members of a joint venture and subcontractors) is not associated, or have been associated in the past, directly or indirectly, with a firm or any of its affiliates which have been engaged by knls to provide consulting services for the preparation of the design, specifications, and other documents to be used for the procurement of the services under this Invitation for tenders.
- 2.1.4 Tenderers involved in the corrupt or fraudulent practices or debarred from participating in public procurement shall not be eligible.

### **2.2 Cost of Tendering**

- 2.2.1 The Tenderer shall bear all costs associated with the preparation and submission of its tender, and the procuring entity, will in no case be responsible or liable for those costs. Regardless of the conduct or outcome of the tendering process
- 2.2.2 The price to be charged for the tender document is Kshs.1, 000/= but free of charge if downloaded from supplier portal or knls website.
- 2.2.3 Knls shall allow the tenderer to review the tender document free of charge before purchase.

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

- 2.3.1 The tender documents comprise the documents listed below and addenda issued in accordance with clause 2.5 of these instructions to tenderers.

- (i) Instructions to Tenderers
- (ii) General Conditions of Contract
- (iii) Special Conditions of Contract
- (iv) Schedule of Requirements
- (v) Details of Insurance Cover

- (vi) Form of Tender (vii) Price Schedules
- (viii) Contract Form
- (ix) Confidential Business Questionnaire Form
- (x) Tender security Form
- (xi) Performance security Form
- (xii) Insurance Company's Authorization Form
- (xiii) Declaration Forms
- (xiv) Request for Review Form

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

## **2.4 Clarification of Tender Documents**

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

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

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

## **2.5 Amendment of Tender Documents**

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

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

2.5.3 In order to allow prospective tenderers reasonable time in which to take the amendment into account in preparing their tenders, knls, 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 knls, 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
- (d) Declaration Forms.

## **2.8 Form of Tender**

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

## **2.9 Tender Prices**

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

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

2.9.3 Prices quoted by the tenderer shall remain fixed during the Term of the contract unless otherwise agreed by the parties. A tender submitted with an adjustable price quotation will be treated as nonresponsive 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 knls against the risk of Tenderer's conduct which would warrant the security's forfeiture, pursuant to paragraph 2.12.7
- 2.12.4 The tender security shall be denominated in Kenya Shillings or in another freely convertible currency, and shall be in the form
- a) Cash.
  - b) A bank guarantee.
  - c) Such insurance guarantee approved by PPRA.
  - d) Letter of credit.
- 2.12.5 Any tender not secured in accordance with paragraph 2.12.1. and 2.12.3 shall be rejected by knls 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 knls as non-responsive.
- 2.13.2 In exceptional circumstances, knls 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 and 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 separate envelopes **clearly marked technical proposal and financial proposal**. 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**" **Technical and Financial** and "**COPY OF TENDER**" **Technical and Financial** the envelopes shall then be sealed in an outer envelope.
- 2.15.2 The inner and outer envelopes shall:
  - (a) Be addressed to knls at the address given in the Invitation to Tender.
  - (b) bear tender number and name in the invitation to tender and the words, "**DO NOT OPEN BEFORE Tuesday 22nd January, 2019 at 10:00 AM**"

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

2.15.4 If the outer envelope is not sealed and marked as required by paragraph 2.15.2, knls will assume no responsibility for the tender’s misplacement or premature opening.

## **2.16. Deadline for Submission of Tenders**

(c) Tenders must be received by Knls at the address specified therein no later than **Tuesday 22nd January, 2019 at 10:00 AM**

2.16.1 Knls may, at its discretion, extend this deadline for the submission of tenders by amending the tender documents in accordance with paragraph 2.5.3 in which case all rights and obligations of knls 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 knls 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 knls prior to the deadline prescribed for submission of tenders.

2.17.2 The tenderer’s modification or withdrawal notice shall be prepared, sealed, marked and dispatched in accordance with the provisions of paragraph 2.15. A withdrawal notice may also be sent by fax or email but followed by a signed confirmation copy, postmarked not later than the deadline for submission of tenders.

2.17.3 No tender may be modified after the deadline for submission of tenders.

2.17.4 No tender may be withdrawn in the interval between the deadline for submission of tenders and the expiration of the period of tender validity. Withdrawal of a tender during this interval may result in the Tenderer’s forfeiture of its tender security, pursuant to paragraph 2.12.7.

## **2.18. Opening of Tenders**

(d) Knls will open all tenders in the presence of tenderers’ representatives who choose to attend on **Tuesday 22nd January, 2019 at 10:00 AM**

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

2.18.2 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 Knls 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 knls 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 knls in the knls 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 Knls 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 Knls may waive any minor informality or nonconformity or irregularity in a tender which does not constitute a material deviation provided such waiver does not prejudice or affect the relative ranking of any tenderer.

2.20.4 Prior to the detailed evaluation, pursuant to paragraph 2.20, knls 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 knls 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, knls 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 Knls will evaluate and compare the tenders which have been determined to be substantially responsive, pursuant to paragraph 2.20

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

(a) operational plan proposed in the tender;

(b) deviations in payment schedule from that specified in the Special Conditions of Contract

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

### **(a) Operational Plan**

(i) Knls requires that the services under the Invitation for Tenders shall be performed at the time specified in the Schedule of Requirements. Tenders offering to perform longer than the procuring entity's required delivery time will be treated as non-responsive and rejected.

### **(b) Deviation in payment schedule**

(i) Tenderers shall state their tender price for the payment on schedule outlined in the special conditions of contract. Tenders will be evaluated on the basis of this base price. Tenderers are, however, permitted to state an alternative payment schedule and indicate the reduction in tender price they wish to offer for such alternative payment schedule. Knls may consider the alternative payment schedule offered by the selected tenderer.

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

## **2.23. Contacting knls**

- 2.23.1 Subject to paragraph 2.19 no tenderer shall contact knls 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 knls 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 Knls will verify and determine to its satisfaction whether the tenderer that is selected as having submitted the lowest evaluated responsive tender is qualified to perform the contract satisfactorily.
- 2.24.2 The determination will take into account the tenderer financial and technical capabilities. It will be based upon an examination of the documentary evidence of the tenderers qualifications submitted by the tenderer, pursuant to paragraph 2.11.2 , as well as such other information as knls 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 knls will proceed to the next lowest evaluated tender to make a similar determination of that Tenderer's capabilities to perform satisfactorily.

## **2.25 Award Criteria**

- 2.25.1 Subject to paragraph 2.29 knls 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. Knls Right to accept or Reject any or all Tenders**

- 2.26.1 Knls 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 knls determines that none of the tenders is responsive, knls shall notify each tenderer who submitted a tender.
- 2.26.2 Knls 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, knls 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 knls 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 knls 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 knls notifies the successful tenderer that its tender has been accepted, knls will simultaneously inform the other tenderers that their tenders have not been successful.
- 2.28.2 Within fourteen (14) days of receipt of the Contract Form, the successful tenderer shall sign and date the contract and return it to knls.
- 2.28.3 The contract will be definitive upon its signature by the two parties.
- 2.28.4 The parties to the contract shall have it signed within 30 days from the date of notification of contract award unless there is an administrative review request.

## **2.29 Performance Security**

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

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

## **2.30 Corrupt or Fraudulent Practices**

2.30.1 Knls 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 Knls 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**

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

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

5. Any clause to be included in the appendix to instructions to tenderers must be consistent with the applicable public procurement law and regulations.

**Appendix to instructions to Tenderers**

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

**APPENDIX TO INSTRUCTIONS TO TENDERER’S**

The following information for the Provision of comprehensive staff medical cover 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.

**1. APPENDIX TO INSTRUCTIONS TO THE TENDERERS**

The following information for procurement of services shall complement or amend the provisions of 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 Instructions tenderers to Particulars of appendix to Instructions to Tenderers

Instruction to tender reference	<i>Particulars of Appendix to instructions to tenderers</i>
Eligibility	Eligible tenderers shall be Registered Medical Insurance Underwriters facilitating Medical Insurance covers with valid operating licenses for the year 2018 issued by the Insurance Regulatory Authority(IRA) KENYA
Closing date	<b>Tuesday 22nd January, 2019 at 10:00 AM</b>
Price	In addition to the final tender sum submitted, the technical evaluation criteria provided in the SSC shall be taken into account Price quoted shall be inclusive of VAT( 16%) and all other applicable levies payable
Tender Security	Tenders must be accompanied by a Tender Security of Kshs. 300,000.00, valid for 120 days



Tender Validity period	The validity period of the Tender shall be 120 days from the closing date of Tenders
Tender documents	Bidders to submit <b>one original and one copy enclosed separately and clearly marked technical proposal and financial proposal.</b>

## EVALUATION CRITERIA

### APPENDIX I – MANDATORY REQUIREMENTS

Knls shall evaluate the tenders on the basis of their responsiveness to the requirements set out below;

**Table 2.2 Mandatory and Eligibility Evaluation Criteria**

The bidder firm must provide the details and documents required as follows;

No	Requirements	Tenderer's Response
MR 1	Provide documentary evidence (copy) of registration/licence with the Insurance Regulatory Authority (IRA) for the current year	
MR 2	Must have paid up capital of a minimum of <b>KES 400 Million</b> (Submit Evidence).	
MR 3	Provide copies of signed audited accounts for the Insurance Company for the three accounting years falling within 2014 and 2018.	
MR 4	Provide copy of valid Tax Compliance issued by Kenya Revenue Authority (KRA) -valid as at the closing date of the Tender.	
MR 5	Provide documentary evidence (Copy) of the company's Certificate of Incorporation (Legal Structure)	
MR 6	Provide copy of current membership with the Association of Kenya Insurers (AKI)	
MR 7	Provide company's profile using the Confidential Business Questionnaire provided in this tender document	
MR 8	Must have done Annual Gross premiums in previous year (2018) of at least Kshs. <b>700 million</b> in medical insurance business (Submit evidence).	
MR 9	Must provide evidence of 'Re-Insurance' arrangements of medical insurance business.	
MR 10	Must provide information regarding litigation in which the insurance Company is in, the parties concerned and the disputed amount.	
MR 11	Bidders Must have set of their documents paginated (Serialized) to ensure compliance with section 78(5) of Public procurement and Assets Disposal Act, 2015. (From the first page In format 1,2,3,4.....to the last page)	
MR 12	Litigation History in format provided must be filled and signed	

**Only Bidders who meets all the Mandatory and Eligibility evaluation requirement will proceed to the next stage of evaluations; Technical Evaluation stage**

**Table 2.3 TECHNICAL EVALUATION CRITERIA**

<b>A. TECHNICAL EVALUATION</b>		
1	<p><b>Specific experience of the firm</b></p> <p>i) The firm must demonstrate experience in carrying medical insurance services and should provide at least <b>Five (5)</b> reference sites where they have undertaken similar assignments in public and private sector. At least <b>five (5)</b> of the listed assignments must have been carried out in the last three <b>(3) years</b>. Details of services underway or contractually committed, and names and addresses of clients/References who may be contacted for further information on those contracts should also be provided.</p> <p>Bidders must attach copies of contracts and reference letters for each assignment listed.</p>	25 Marks
2.	<p><b>Proposed Work Plan and Methodology for Claim Settlement</b></p> <p><b>a. Methodology and work plan.</b></p> <p>i The bidder must illustrate the methodology and work plan that will be used to carry out the assignment and indicate the proposed claims turn around period as more particularly described in the scope of services</p> <p>ii The bidder must state willingness to accommodate hospitals recommended by knls</p> <p><b>b. Risk Management Capacity</b> - The bidder shall indicate their risk management capacity by:</p> <p>i. Illustrating the methodology to be used to carry out loss surveys and recommendations noting the viability of the recommendations with regard to time and cost.</p> <p>ii. The bidder must confirm sensitization of staff on the usage of cover on quarterly basis</p> <p><b>C. Proposed cover value additions e.g.</b></p> <p>i. Claim turnaround period. The bidder must propose claim turnaround period</p> <p>ii. Payment of large claims and proof of prompt claims settlement</p> <p>iii. Capacity to negotiate ex-gratia claims</p>	<p>10 Marks</p> <p>10 marks</p> <p>5 Marks</p> <p>5 Marks</p> <p>10 Marks</p>

	<p>iv. The bidder must provide exclusions and any limitations to the cover.</p> <p>v. The bidder should provide extent of coverage considering remote areas with limited big hospitals</p> <p><b>d. Information Management &amp; Technology Systems in place</b></p> <p>i The bidder should provide on line claims reporting/acknowledgement/claim status.</p> <p>ii The bidder should provide a list of medical specialists in its panel of consultants and a statement that a consultant/medical specialist not currently in the tenderers panel may be included in the list if needed is also required</p>	<p>5 Marks</p> <p>5 Marks</p>
--	---	-------------------------------

3	<p><b>Qualification of Key Personnel and Experience</b></p> <p>a. The bidder must Propose a team of Five (5) staff to handle this assignment <b>(format is annexed)</b></p> <p>b. For the proposed staff above the bidder Must provide evidence of professional, technical Training and Experience of Bidders staff;</p> <p>c. As evidence of relevant training, the bidder Must provide CVs, Academic, professional and practicing license of the Key technical staff who will be engaged in t assignment in format provided in the tender document</p> <p>d. The CVs must be in the format provided in the tender document and signed by the proposed professional and the authorized representative submitting the proposal</p> <p>e. Current Practicing Licence from the relevant Profession</p> <p><b>Bodies for the Key Staff</b></p> <table border="1" data-bbox="402 1459 1308 1780"> <thead> <tr> <th>Position</th> <th>Qualification</th> <th>Marks</th> </tr> </thead> <tbody> <tr> <td>Team Leader</td> <td>Degree in Insurance/Actuarial Science Diploma in Insurance ACII Qualification Attach certified certificate by bidding company and employee</td> <td>9</td> </tr> </tbody> </table>	Position	Qualification	Marks	Team Leader	Degree in Insurance/Actuarial Science Diploma in Insurance ACII Qualification Attach certified certificate by bidding company and employee	9	
Position	Qualification	Marks						
Team Leader	Degree in Insurance/Actuarial Science Diploma in Insurance ACII Qualification Attach certified certificate by bidding company and employee	9						

	2 Deputy Team Leader (Management Staff)	Degree - Insurance/Actuarial Science  Diploma in Insurance ( 5 Marks for each expert)  Attach certified certificate by bidding company and employee	10	25 Marks
	Two non Management Staff	Diploma in Insurance (3 Marks for each expert) Attach certified certificate by bidding company and employee	6	
<b>TOTAL SCORE</b>				<b>100 Marks</b>

**Notes on Technical evaluation criteria:**

When responding to the Tender Document, the bidders should note the following:

1. Only firms attaining over 70% Technical score (**S<sub>t</sub>**) during Technical Evaluation will proceed to Financial Evaluation.
2. Bidders should provide details of company experience and that of the nominated personnel separately in format given in the tender document;
3. Information will be given in the formats shown in the tender document.

## 2.4 EVALUATION OF FINANCIAL PROPOSAL

**Table 2.4 Financial Evaluation**

The firms meeting the technical evaluation requirement will be subjected to the following financial evaluation based on document and evidence provided

A. FINANCIAL EVALUATION CRITERIA		MUST COMPLY
1.	a. Provide copy of Professional Indemnity Insurance Cover of at least Kenya Shillings Ten (10) million. The professional indemnity cover provided should be valid for the full period of the tender validity	
2.	b. Must submit dully filled form of tender and Price schedules	

The bids will take into consideration the scope of the cover in relation to the premium, the Policy excess amounts, exclusion clauses, and other pertinent terms and conditions of tender

Firms meeting the above financial requirement will then be scored as follows;

### Formula for Financial Evaluation Score

The financial score ( $S_f$ ), for each bidder will be determined based on the lowest financial bid as follows

$$S_f = 100 \times F_m / F$$

**Where:**

$S_f$  = Financial Score

$F$  = Financial Bid of the Bidder under consideration.

$F_m$  = Lowest Financial Bid.

The Combined Score (S) will be calculated as follows:

$$S = (S_t \times TP \%) + (S_f \times FP \%)$$

$TP = 70\%$

$FP = 30\%$

**AWARD CRITERIA:**

Knls will award the contract to the bidder with the highest combined score (Technical + Financial) as follows;

$$S = (S_t \times T P \%) + (S_f \times FP \%)$$

**DUE DILIGENCE**

Knls may undertake a due diligence exercise to verify the information provided by the bidder and documents submitted for authentication with the listed clients or the relevant organisation without reference to the bidder.

The due diligence, if undertaken shall be in a PASS/FAIL Criteria. Where the bidder fails the Due diligence, the Client shall disqualify the bidder and proceed the second best evaluated bidder

## SECTION III - GENERAL CONDITIONS OF CONTRACT

### Table of Clauses

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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 knls 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 knls under the Contract.
- (d) “The Procuring entity” means the organization procuring the services under this Contract
- (e) “The Contractor” means the organization or firm providing the services under this Contract.
- (f) “GCC” means the General Conditions of Contract contained in this section.
- (g) “SCC” means the Special Conditions of Contract
- (h) “Day” means calendar day

### **3.2. Application**

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

### **3.3. Standards**

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

### **3.4. Use of Contract Documents and Information**

- 3.4.1 The Contractor shall not, without the Procuring entity's prior written consent, disclose the Contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of knls in connection therewith, to any person other than a person employed by the contractor in the performance of the Contract.
- 3.4.2 The Contractor shall not, without the Procuring entity's prior written consent, make use of any document or information enumerated in paragraph 2.4.1 above.
- 3.4.3 Any document, other than the Contract itself, enumerated in paragraph 2.4.1 shall remain the property of knls and shall be returned (all copies) to knls on completion of the contract's or performance under the Contract if so required by the Procuring entity.

### **3.5. Patent Rights**

- 3.5.1 The Contractor shall indemnify knls against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the services under the contract or any part thereof.

### **3.6 Performance Security**

- 3.6.1 Within twenty eight (28) days of receipt of the notification of Contract award, the successful tenderer shall furnish to knls the performance security where applicable in the amount specified in SCC
- 3.6.2 The proceeds of the performance security shall be payable to knls as compensation for any loss resulting from the Tenderer's failure to complete its obligations under the Contract.
- 3.6.3 The performance security shall be denominated in the currency of the Contract, or in a freely convertible currency acceptable to knls and shall be in the form of:
- a) Cash.
  - b) A bank guarantee.
  - c) Such insurance guarantee approved by the Authority.
  - d) Letter of credit.
- 3.6.4 The performance security will be discharged by knls and returned to the Candidate not later than thirty (30) days following the date of completion of the Contractor's performance of obligations under the Contract, including any warranty obligations, under the Contract.

### **3.7. Delivery of services and Documents**

- 3.7.1 Delivery of the services shall be made by the Contractor in accordance with the terms specified by knls in the schedule of requirements and the special conditions of contract.

### **3.8. Payment**

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

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

### **3.9. Prices**

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

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

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

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

### **3.10. Assignment**

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

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

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

- (a) If the Contractor fails to provide any or all of the services within the period(s) specified in the Contract, or within any extension thereof granted by the Procuring entity.
- (b) If the Contractor fails to perform any other obligation(s) under the Contract
- (c) If the Contract in the judgment of knls has engaged in corrupt or fraudulent practices in competing for or in executing the contract

3.11.2 In the event knls terminates the contract in whole or in part, it may procure, upon such terms and in such manner as it deems appropriate, services similar to those un-delivered, and the Contractor shall be liable to knls for any excess costs for such similar services. However the contractor shall continue performance of the contract to extent not terminated.

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

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

### **3.13. Termination for Convenience**

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

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

### **3.14 Resolution of Disputes**

- 3.14.1 Knls and the contractor shall make every effort to resolve amicably by direct informal negotiations and disagreement or disputes arising between them under or in connection with the contract
- 3.14.2 If after thirty (30) days from the commencement of such informal negotiations both parties have been unable to resolve amicably a contract dispute either party may require that the dispute be referred for resolution to the formal mechanisms specified in the SCC.

### **3.15. Governing Language**

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

### **3.16. Applicable Law**

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

### **3.17 Force Majeure**

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

### **3.18 Notices**

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

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

## **SECTION IV - SPECIAL CONDITIONS OF CONTRACT**

### **Notes on Special Conditions of Contract**

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

## SECTION IV – SPECIAL CONDITIONS OF CONTRACT

### 4.1. Special Conditions of Contract as relates to the General Conditions of Contract

Reference of general conditions of contract	Special condition of contract
3.6 Performance security	Performance security shall be 10% of the contract sum.
3.7 Delivery of Services	As specified
3.8 Payment	As specified
<b>3.9 Price adjustment</b>	<b>(No price adjustments in terms of during the contract unless in case of a variation)</b>
3.16 Applicable law	Laws of Kenya
3.18 Notices	Notices to Kenya National Library Service shall be to the Director, P.O. Box 30573 - 00100 Nairobi.

## SECTION V - SCHEDULE OF REQUIREMENTS

### Notes for preparing Schedule of Requirements.

1. The schedule of Requirements shall be included in the tender documents by knls and shall cover, at the minimum, a description of the insurance cover to be provided and full particulars of the same.
2. The objectives of the schedule of requirements is to provide sufficient information to enable tenderers to prepare their tenders comprehensively, efficiently and accurately. In particular, the price schedule for which a form is provided in Section VI must be carefully completed.
3. In addition, the schedule of requirements together with the price schedule should serve as a basis in the event of services variation at the time of award of contract pursuant to instruction to tenderers paragraph 2.26

## SECTION V - SCHEDULE OF REQUIREMENTS

### 1. IN-PATIENT MEDICAL COVER

IN PATIENT MEDICAL COVER																					
POPULATION DISTRIBUTION OF STAFF MEMBERS AND DEPENDANTS																					
PRINCIPAL MEMBERS AND THEIR DEPENDANTS																					
Grade	LIMIT	M	M+1	M+2	M+3	M+4	M+5	M+6	M+7	M+8	M+9	M+10	M+11	M+12	M+13	M+14	M+15	M+16	M+17	M+18	TOTAL
1	1,500,000			1																	1
2 - 4	1,000,000			3																	3
5-9	800,000	46	45	47	96	57	29	9	7	1	5	2	-	-	-	-		-	-	1	345
10-16	700,000	21	33	50	48	42	36	19	12	11	4	5	1	1	-	-	1	-	-		284
<b>TOTAL</b>		67	78	100	145	99	65	28	19	12	9	7	1	1	-	-	1	-	-	1	633

### 2. OUT-PATIENT MEDICAL COVER

OUT PATIENT MEDICAL COVER																					
POPULATION DISTRIBUTION OF STAFF MEMBERS AND DEPENDANTS																					
PRINCIPAL MEMBERS AND THEIR DEPENDANTS																					
Grade	LIMIT	M	M+1	M+2	M+3	M+4	M+5	M+6	M+7	M+8	M+9	M+10	M+11	M+12	M+13	M+14	M+15	M+16	M+17	M+18	TOTAL
1	150,000			1																	1
2 - 4	100,000			3																	3
5-9	70,000	46	45	47	96	57	29	9	7	1	5	2	-	-	-	-		-	-	1	345
10-16	60,000	21	33	50	48	42	36	19	12	11	4	5	1	1	-	-	1	-	-		284
<b>TOTAL</b>		67	78	100	145	99	65	28	19	12	9	7	1	1	-	-	1	-	-	1	633



**AUXILIARY SERVICES**

**3. OPTICAL COVER**

<b>OPTICAL MEDICAL COVER</b>																					
<b>POPULATION DISTRIBUTION OF STAFF MEMBERS AND DEPENDANTS</b>																					
<b>PRINCIPAL MEMBERS AND THEIR DEPENDANTS</b>																					
Grade	LIMIT	M	M+1	M+2	M+3	M+4	M+5	M+6	M+7	M+8	M+9	M+10	M+11	M+12	M+13	M +14	M+15	M+16	M+17	M+18	TOTAL
1	30,000			1																	1
2 – 4	25,000			3																	3
5-9	15,000	46	45	47	96	57	29	9	7	1	5	2	-	-	-	-		-	-	1	345
10-16	15,000	21	33	50	48	42	36	19	12	11	4	5	1	1	-	-	1	-	-	-	284
<b>TOTAL</b>		67	78	100	145	99	65	28	19	12	9	7	1	1	-	-	1	-	-	1	633

**4. DENTAL COVER**

<b>DENTAL MEDICAL COVER</b>																					
<b>POPULATION DISTRIBUTION OF STAFF MEMBERS AND DEPENDANTS</b>																					
<b>PRINCIPAL MEMBERS AND THEIR DEPENDANTS</b>																					
Grade	LIMIT	M	M+1	M+2	M+3	M+4	M+5	M+6	M+7	M+8	M+9	M+10	M+11	M+12	M+13	M +14	M+15	M+16	M+17	M+18	TOTAL
1	30,000			1																	1
2 – 4	25,000			3																	3
5-9	15,000	46	45	47	96	57	29	9	7	1	5	2	-	-	-	-		-	-	1	345
10-16	15,000	21	33	50	48	42	36	19	12	11	4	5	1	1	-	-	1	-	-	-	284
<b>TOTAL</b>		67	78	100	145	99	65	28	19	12	9	7	1	1	-	-	1	-	-	-	633

**MATERNITY MEDICAL COVER**

**POPULATION DISTRIBUTION OF STAFF MEMBERS AND DEPENDANTS**

**PRINCIPAL MEMBERS AND THEIR DEPENDANTS**

Grade	LIMIT	M	M+1	M+2	M+3	M+4	M+5	M+6	M+7	M+8	M+9	M+10	M+11	M+12	M+13	M +14	M+15	M+16	M+17	M+18	TOTAL	
1	50,000				1																	1
2 – 4	40,000			3																		3
5-9	30,000	46	45	47	96	57	29	9	7	1	5	2	-	-	-	-		-	-	1	345	
10-16	30,000	21	33	50	48	42	36	19	12	11	4	5	1	1	-	-	1	-	-	-	284	
<b>TOTAL</b>		67	78	100	145	99	65	28	19	12	9	7	1	1	-	-	1	-	-	-	633	

**To note: Premium Rates should be within IRA recommended rates**

## 1. SALIENT FEATURES

Eligibility Age	Children and all births including premature delivery	From birth up to 25 years – subject to proof of full time learning and or that the child is living with disability <b>Note: No grand children</b>
	Employee and Spouse	Up to 60 years
Waiting Period	All members	None
Cover Outside Kenya	On official work	Six weeks

## 2. A. IN-PATIENT

### In-Patient Benefits

- (i) Admission in accredited Hospitals;
- (ii) Accommodation for parent/guardian accompanying a child below 7 years;
- (iii) Doctors, surgeons and specialist fees;
- (iv) Laboratory investigations, X-rays, Ultrasound, ECG, MRI Scans, computerized tomography, pathology;
- (v) Psychiatric cases are covered within overall cover limit
- (vi) Emergency Road & Air evacuation subject to overall cover limit;
- (vii) Prescribed medicines, dressings, surgical appliances and nursing procedures;
- (viii) Theatre including surgeon's fees and anaesthetists fees;
- (ix) Intensive Care Unit (ICU)/High Dependency Unit (HDU);
- (x) Radiotherapy, Chemotherapy, Physiotherapy;

## 3. IN-PATIENT MANAGEMENT

- (i) Each employee and their dependants will be issued with a membership card for identification by the insurance company;
- (ii) Services will be offered on presentation of the employee's membership card;
- (iii) All in-patient bills will be sent directly to the Service provider for payment;
- (iv) Referrals
- (v) Counselling and rehabilitation
- (vi) Patients will not be required to pay cash for treatment. In case of cash payments to hospitals which are not in the contractor's panel, patients will be reimbursed by the Service Provider.

#### **4. OUT – PATIENT BEBEFITS**

1. Routine outpatient treatment including consultations (GPs and Specialists, laboratory and radiology services).
2. Physiotherapy treatment
3. Diagnostic X-ray and Laboratory tests.
4. Radiology X-ray, ultrasound, ECG and computerized Tomography, MRI scans.
5. Prescribed drugs/medicines.
6. Paediatricians, Orthopaedic doctors, dermatologists, E.N.T. specialists etc.
7. Counselling services.
8. HIV/AIDS cover (Voluntary counselling and testing and other related treatment.
9. Chiropractor upon referral and approval.
10. Pap Smear, Prostrate, mammogram and PSA a year for employees and spouses at the available credit facilities
11. Hearing aids covered upon referral.
12. Direct visits to specialists without referrals by the Hospital/General Practitioner
13. Any other service not included above that may be proposed by knls from time to time and that is not specific (for in and out patient).
14. Wellness check-up.
15. Treatment for alcoholism and drug addictions (employee only and acquired during employment term).

#### **5. OPTICAL BEBEFITS**

- i Eye glasses
- ii Eye testing
- iii Consultation
- iv Eye surgery

#### **6. DENTAL BEBEFITS**

- a. Consultation fees
- b. Orthodontics
- c. Root canal
- d. Dentures
- e. Fillings
- f. X-rays
- g. Extractions including surgical extractions together with anesthetist's fees, hospital and operating costs.

#### **7. MATERNITY BENEFITS**

- a. Family planning services.
- b. Authorization of maternity supplements as prescribed by the doctor
- c. Cover Caesarean sections emergency and elective
- d. Prenatal, postnatal and ultrasound services
- e. All births including premature delivery

**NB: No co-pay- The cover should be complete without co-pay**

**Misuse of the Medical Cover**

The Health Insurance Provider is expected to report to Kenya National Library Service immediately in case of any misuse of the medical cover by the beneficiaries

**8. Countrywide Network**

The Health Insurance Provider is expected to have a country wide Network that can enable knls staff and their (staff) dependants to access medical services as and when the need arises. Where such facilities registered by the Health Insurance Provider cannot be accessed, the Health Insurance Provider should be able to:

- a) Meet/ reimburse the cost of treatment of staff and their dependants and/or
- b) Liaise with the local medical institutions and private doctors to offer the needed service.

Such a scenario may be in cases of emergency and being in a region where the Health Insurance Provider does not have a network. This will ensure that the staff and their dependants are at all times able to access medical attention in the course of their duties anywhere in the country.

**9. Provision of Quarterly Reports**

The Insurance Provider is expected to furnish knls with quarterly returns on the utilization of the employee's medical entitlements.

**10. Period of Cover**

The contract period shall be 12 months from the date of the execution of the contract. The contract may be renewed for another twelve (12) months subject to performance appraisal.

**TERMS OF REFERENCE FOR GROUP LIFE INSURANCE COVER**

**FIRM'S REFERENCES (FORM X)**

**Relevant Services Carried Out in the Last Five Years  
That Best Illustrate Qualifications**

Using the format below, provide information on each assignment for which your firm either individually, as a corporate entity or in association, was legally contracted.

Assignment Name:	Country:
Location within Country:	Professional Staff provided by Your Firm/Entity(profiles):
Name of Client:	Clients contact person for the assignment.
Address:	No of Staff-Months; Duration of Assignment:
Start Date (Month/Year): Completion Date (                      month/Year):	Approx. Value of Services (Kshs)
Name of Associated Consultants. If any:	No of Months of Professional Staff provided by Associated Consultants:
Name of Senior Staff (Project Director/Coordinator, Team Leader) Involved and Functions Performed:	
Narrative Description of project:	
Description of Actual Services Provided by Your Staff:	

Firm's Name: \_\_\_\_\_

Name and title of signatory; \_\_\_\_\_

*(May be amended as necessary)*

FORMAT OF CURRICULUM VITAE (CV) FOR PROPOSED PROFESSIONAL STAFF

Proposed Position: \_\_\_\_\_

Name of Firm: \_\_\_\_\_

Name of Staff: \_\_\_\_\_

Profession: \_\_\_\_\_

Date of Birth: \_\_\_\_\_

Years with Firm: \_\_\_\_\_ Nationality: \_\_\_\_\_

Membership in Professional Societies: (Attach Copies of Certificates)

\_\_\_\_\_

Detailed Tasks Assigned: \_\_\_\_\_

\_\_\_\_\_

Key Qualifications:

*[Give an outline of staff member's experience and training most pertinent to tasks on assignment. Describe degree of responsibility held by staff member on relevant previous assignments and give dates and locations]. (Attach copies of relevant certificates)*

\_\_\_\_\_

Education:

*[Summarize college/university and other specialized education of staff member, giving names of schools, dates attended and degree[s] obtained.]*

\_\_\_\_\_

Employment Record:

*[Starting with present position, list in reverse order every employment held. List all positions held by staff member since graduation, giving dates, names of employing organizations, titles of positions held, and locations of assignments.]*

\_\_\_\_\_

Certification:

I, the undersigned, certify that these data correctly describe me, my qualifications, and my experience.

\_\_\_\_\_ Date: \_\_\_\_\_

*[Signature of staff member]*

\_\_\_\_\_ Date; \_\_\_\_\_

**[Signature of authorized representative of the firm]**

**Full name of staff member:** \_\_\_\_\_

**Full name of authorized representative:** \_\_\_\_\_

**COMPOSITION AND TASK ASSIGNMENTS**

**Proposed Key Staff for the assignment**

**1. Technical/Managerial Staff**

Name	Position	Task

**2. Support Staff**

Name	Position	Task



## SECTION VI - STANDARD FORMS

### Notes on the standard Forms

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

**FORM OF TENDER**

To: Name and address of procuring entity

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

Gentlemen and/or Ladies:-

1. Having examined the Tender documents including Addenda No. (Insert numbers) ..... the receipt of which is hereby duly acknowledged, we the undersigned, offer to provide Insurance Services under this tender in conformity with the said Tender document for the sum of

.....  
..... [Total Tender amount in words and figures]  
or such other sums as may be ascertained in accordance with the Schedule of Prices attached herewith and made part of this Tender.

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

3. We agree to abide by this Tender for a period of .....[number] days from the date fixed for Tender opening of the Instructions to Tenderers, and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

4. This Tender, together with your written acceptance thereof and your notification of award, shall constitute a Contract between us subject to the signing of the contract by both parties.

5. We understand that you are not bound to accept the lowest or any tender you may receive.

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

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

[In the capacity of]

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

## PRICE SCHEDULE

### 1. IN-PATIENT MEDICAL COVER

IN PATIENT MEDICAL COVER																					
POPULATION DISTRIBUTION OF STAFF MEMBERS AND DEPENDANTS																					
PRINCIPAL MEMBERS AND THEIR DEPENDANTS																					
Grade	LIMIT	M	M+1	M+2	M+3	M+4	M+5	M+6	M+7	M+8	M+9	M+10	M+11	M+12	M+13	M +14	M+15	M+16	M+17	M+18	TOTAL
1	1,500,000				1																1
2 – 4	1,000,000			3																	3
5-9	800,000	46	45	47	96	57	29	9	7	1	5	2	-	-	-	-		-	-	1	345
10-16	700,000	21	33	50	48	42	36	19	12	11	4	5	1	1	-	-	1	-	-		284
<b>TOTAL</b>		67	78	100	145	99	65	28	19	12	9	7	1	1	-	-	1	-	-	1	633

**Total Premium Quoted for In-Patient**

### 2. OUT-PATIENT MEDICAL COVER

OUT PATIENT MEDICAL COVER																					
POPULATION DISTRIBUTION OF STAFF MEMBERS AND DEPENDANTS																					
PRINCIPAL MEMBERS AND THEIR DEPENDANTS																					
Grade	LIMIT	M	M+1	M+2	M+3	M+4	M+5	M+6	M+7	M+8	M+9	M+10	M+11	M+12	M+13	M +14	M+15	M+16	M+17	M+18	TOTAL
1	150,000				1																1
2 – 4	100,000			3																	3
5-9	70,000	46	45	47	96	57	29	9	7	1	5	2	-	-	-	-		-	-	1	345
10-16	60,000	21	33	50	48	42	36	19	12	11	4	5	1	1	-	-	1	-	-		284
<b>TOTAL</b>		67	78	100	145	99	65	28	19	12	9	7	1	1	-	-	1	-	-	1	633

**Total Premium Quoted for Out-Patient**

**AUXILIARY SERVICES**

**3. OPTICAL COVER**

<b>OPTICAL MEDICAL COVER</b>																					
<b>POPULATION DISTRIBUTION OF STAFF MEMBERS AND DEPENDANTS</b>																					
<b>PRINCIPAL MEMBERS AND THEIR DEPENDANTS</b>																					
Grade	LIMIT	M	M+1	M+2	M+3	M+4	M+5	M+6	M+7	M+8	M+9	M+10	M+11	M+12	M+13	M +14	M+15	M+16	M+17	M+18	TOTAL
1	30,000			1																	1
2 - 4	25,000			3																	3
5-9	15,000	46	45	47	96	57	29	9	7	1	5	2	-	-	-	-		-	-	1	345
10-16	15,000	21	33	50	48	42	36	19	12	11	4	5	1	1	-	-	1	-	-		284
<b>TOTAL</b>		67	78	100	145	99	65	28	19	12	9	7	1	1	-	-	1	-	-	1	633

**Total Premium Quoted for Optical**

**4. DENTAL COVER**

<b>DENTAL MEDICAL COVER</b>																					
<b>POPULATION DISTRIBUTION OF STAFF MEMBERS AND DEPENDANTS</b>																					
<b>PRINCIPAL MEMBERS AND THEIR DEPENDANTS</b>																					
Grade	LIMIT	M	M+1	M+2	M+3	M+4	M+5	M+6	M+7	M+8	M+9	M+10	M+11	M+12	M+13	M +14	M+15	M+16	M+17	M+18	TOTAL
1	30,000			1																	1
2 - 4	25,000			3																	3
5-9	15,000	46	45	47	96	57	29	9	7	1	5	2	-	-	-	-		-	-	1	345
10-16	15,000	21	33	50	48	42	36	19	12	11	4	5	1	1	-	-	1	-	-	-	284
<b>TOTAL</b>		67	78	100	145	99	65	28	19	12	9	7	1	1	-	-	1	-	-	-	633

**Total Premium Quoted for Dental**

**5. MATERNITY COVER**

<b>MATERNITY MEDICAL COVER</b>																					
<b>POPULATION DISTRIBUTION OF STAFF MEMBERS AND DEPENDANTS</b>																					
<b>PRINCIPAL MEMBERS AND THEIR DEPENDANTS</b>																					
Grade	LIMIT	M	M+1	M+2	M+3	M+4	M+5	M+6	M+7	M+8	M+9	M+10	M+11	M+12	M+13	M +14	M+15	M+16	M+17	M+18	TOTAL
1	50,000				1																1
2 – 4	40,000			3																	3
5-9	30,000	46	45	47	96	57	29	9	7	1	5	2	-	-	-	-		-	-	1	345
10-16	30,000	21	33	50	48	42	36	19	12	11	4	5	1	1	-	-	1	-	-	-	284
<b>TOTAL</b>		67	78	100	145	99	65	28	19	12	9	7	1	1	-	-	1	-	-	-	633

<b>Total Premium Quoted for Maternity</b>	
---	--

**To note: Premium Rates should be within IRA recommended rates**

## 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 knls invited tenders for provision of comprehensive staff medical cover and has accepted  
a tender by the tenderer for the supply of the services in the sum of \_\_\_\_\_  
\_\_\_\_ [Contract price in words in figures] (Hereinafter called "the Contract Price").

### **NOW THIS AGREEMENT WITNESSTH AS FOLLOWS:-**

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Agreement, viz:
  - (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 knls to the tenderer as hereinafter mentioned, the tenderer hereby covenants with knls to provide medical cover and to remedy defects therein in conformity in all respects with the provisions of the Contract.
4. Knls 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) ER

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

**CONFIDENTIAL BUSINESS QUESTIONNAIRE**

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

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

Part \_\_\_\_\_ General:  
 Business Name .....  
 Location of business premises ..... Plot  
 No. .... Street/Road .....  
 Postal Address ..... Tel. No. ....Fax ..... Email .....  
 Nature of business .....  
 Registration Certificate No. ....

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

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

Part 2(a) – Sole Proprietor:

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

Party 2(b) – Partnership

Give details of partners as follows

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

Part 2(c) – Registered Company:

Private or public .....

State the nominal and issued capital of the company –

Nominal Kshs... ..

Issued Kshs.....

Give details of all directors as follows

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

- 3. ....
- 4. ....
- 5. ....

Date..... Signature of Tenderer .....

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



## TENDER SECURITY FORM

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

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 <knls> 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 knls on the Form; or
2. If the tender, having been notified of the acceptance of its tender by knls 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 knls up to the above amount upon receipt of its first written demand, without knls having to substantiate its demand, provided that in its demand knls will note that the amount claimed by it is due to it, owing to the occurrence of one or both of the conditions, specifying the occurred condition(s)

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

[Authorized Signatories and official stamp of the Bank]

*(Amend accordingly if provided by Insurance Company)*

**PERFORMANCE SECURITY FORM**

To: .....  
*[Name of procuring entity]*

WHEREAS ..... *[Name of tenderer]*  
(Hereinafter called "the tenderer") has undertaken, in pursuance of Contract No. \_\_\_\_\_  
*[Reference number of the contract]* dated \_\_\_\_\_  
20 \_\_\_\_\_ to supply .....  
*[Description of insurance services]* (Hereinafter called "the Contract")

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

AND WHEREAS we have agreed to give the tenderer a guarantee:

THEREFORE WE hereby affirm that we are Guarantors and responsible to you, on behalf of the tenderer, up to a total of .....  
*[amount of the guarantee in words and figures]*, and we undertake to pay you, upon your first written demand declaring the tenderer to be in default under the Contract and without cavil or argument, any sum of money within the limits of ..... *[Amount of guarantee]* as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

This guarantee is valid until the \_\_\_\_\_ day of \_\_\_\_\_ 20 \_\_\_\_\_

Signature and seal of the Guarantors

\_\_\_\_\_  
*[Name of bank of financial institution]*

\_\_\_\_\_  
*[Address]*

\_\_\_\_\_  
*[Date]*

*(Amend accordingly if provided by Insurance Company)*

**NOTIFICATION OF INTENTION TO ENTER INTO CONTRACT**

Address of Procuring Entity

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

To: Kenya National Library Service

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

RE: Tender No. \_\_\_\_\_

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

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

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

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

*(FULL PARTICULARS)*

\_\_\_\_\_

SIGNED FOR ACCOUNTING OFFICER

**DECLARATION FORM**

---

**Each firm within the Consortium shall be required to provide its own separate forms duly filled and signed.**

“This Company/firm is not insolvent, in receivership, bankrupt or in the process of being wound up and is not the subject of legal proceedings relating to the foregoing. The company or its directors have not been debarred from participating in public procurements or ineligible on account of corruption or fraudulent practices.

This Company/Firm has not been involved in any corrupt practices and is not the subject of investigation by THE CLIENT.

The directors/partners of the Company/Firm proposed for the project are qualified to enter into contract with the Client in respect of section 33 of the Public Procurement and Disposal Act 2015

Finally, the company has the necessary qualifications, capability, experience, resources, equipment and facilities to provide what is being procured.”

**Name:**.....

**Signature**..... **Position**.....

**Date**.....

**Stamp**.....

Yours sincerely,

\_\_\_\_\_ *[Authorized Signature]:*

\_\_\_\_\_ *[Name and Title of Signatory]*

:

\_\_\_\_\_ *[Name of Firm]*

:

\_\_\_\_\_

**ANTI-CORRUPTION DECLARATION COMITMENT/ PLEDGE**

**(Sections 62 PPAD Act, 2015)**

I/We/Messrs.....

of Street, Building, P O Box.....

.....

Contact/Phone/E mail.....

Declare that Public Procurement is based on a free and fair competitive Tendering process which should not be open to abuse.

I/We.....

Declare that I/We will not offer or facilitate, directly or indirectly, any inducement or reward to any public officer, their relations or business associates, in connection with

Tender/Tender No .....

For or in the subsequent performance of the contract if I/We am/are successful.

Authorized Signature.....

Name and Title of Signatory.....

**Letter of Acceptance**

***[Letter head paper of knls]***

[Date]

To: *[name and address of the Contractor]*

This is to notify you that your Tender dated [date] for execution of the [name of the Contract and identification number, as given in the Contract Data Sheef] for the Contract Price of the equivalent of [amount in numbers and works] [name of currency], as corrected and modified in accordance with the Instructions to Tenderers is hereby accepted by us.

We confirm that [insert name proposed by the procuring entity] to be the Adjudicator.

We accept that [name proposed by Tenderer] be appointed as Adjudicator.

**Or**

We do not accept that [name proposed by Tenderer] be appointed as adjudicator, and by sending a copy of this letter of acceptance to [insert the name of the Appointing Authority], we are hereby requesting [name], the Appointing Authority, to appoint the adjudicator in accordance with Clause 44.1 of the Instructions to Tenderers.

You are hereby instructed to proceed with the execution of the said works in accordance with the Contract documents.

Please return the contract dully signed.

Authorized Signature: \_\_\_\_\_  
Name and Title of Signatory: \_\_\_\_\_

Name of Agency: \_\_\_\_\_

Attachment: Form of Contract

## LITIGATION HISTORY

Name of Contract Supplier

Contractors/Suppliers should provide information on any history of litigation or arbitration resulting from contracts executed in the last five years or currently under execution.

YEAR	AWARD FOR AGAINST	NAME OF CLIENT, CAUSE OF LITIGATION AND MATTER IN DISPUTE	DISPUTED AMOUNT (CURRENT KSHS. EQUIVALENT) VALUE,

Authorized Signature: \_\_\_\_\_  
Name and Title of Signatory: \_\_\_\_\_

**FORM RB 1**

**REPUBLIC OF KENYA PUBLIC PROCUREMENT ADMINISTRATIVE REVIEW BOARD**

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

BETWEEN.....APPLICANT

AND

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

Request for review of the decision of the..... (*Name of the Procuring Entity*) of  
.....dated the...day of .....20.....in the matter of Tender No.....of .....20...

**REQUEST FOR REVIEW**

I/We.....,the above named Applicant(s), of address: Physical  
address.....Fax No.....Tel. No.....Email ....., hereby request the Public Procurement  
Administrative Review Board to review the whole/part of the above mentioned decision on the following  
grounds , namely:-

- 1.
2. etc.

By this memorandum, the Applicant requests the Board for an order/orders that: -

- 1.
2. etc

SIGNED .....(Applicant)

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

---

**FOR OFFICIAL USE ONLY**

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

.....20..... SIGNED

Board Secretary



**DECLARATION FORM**

**STATEMENT OF VERIFICATION THAT NOT DEBARRED IN THE MATTER OF THE PUBLIC PROCUREMENT AND DISPOSAL ACT 2015.**

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

1. THAT I am the Chief Executive/Managing Director/Principal Officer/Director of

..... (Name of the Company) who is a Tenderer in respect of Tender No. .... To supply goods, render services and/or carry out works for knls and duly authorized and competent to make this statement.

2. THAT the aforesaid Tenderer has not been debarred from participating in procurement proceedings under Part IX.

3. THAT the aforesaid Tenderer will not engage in any corrupt practice and has not been requested to pay any inducement to any member of the Board, Management, Staff and/or employees and/or agents of knls, which is the procuring entity.

4. THAT the aforesaid Tenderer, its servants and/or agents have not offered any inducement to any member of the Board, Management, Staff and/or employees and/or agents of knls

5. THAT what is deponed to hereinabove is true to the best of my knowledge information and belief.

.....  
(Title) (Signature) (Date)

**SELF DECLARATION FORM**

**REPUBLIC OF KENYA**

**PUBLIC PROCUREMENT REGULATORY AUTHORITY (PPRA) SELF DECLARATION THAT THE PERSON/TENDERER IS NOT DEBARRED IN THE MATTER OF THE PUBLIC PROCUREMENT AND ASSET DISPOSAL ACT, 2015.**

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

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

.....  
.....

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