

TEACHERS SERVICE COMMISSION



PROVISION OF TEACHERS' MEDICAL INSURANCE COVER

TENDER NO. TSC/T/14/2019-2022

CLOSING DATE: THURSDAY 29TH AUGUST 2019

Teachers Service Commission
Upper Hill, Kilimanjaro Road,
Private Bag, 00100
Nairobi
Email: info@tsc.co.ke
Website: www.tsc.go.ke
ddprocurement@tsc.go.ke

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SECTION I - INVITATION FOR TENDERS

PROVISION OF TEACHERS MEDICAL INSURANCE COVER

TENDER NO: TSC/T/001/2019-2020

- 1.1 The Teachers Service Commission invites sealed tenders from eligible Underwriters, Medical Insurance Providers and Brokers for the Provision of Teachers Medical Insurance Cover for the financial years 2019-2020, 2020-2021 and 2021-2022. The contract with the successful bidder will be renewed annually for the second and the third year respectively subject to satisfactory performance.
- 1.2 Interested eligible candidates may obtain further information from and inspect the tender documents at Teachers Service Commission House Kilimanjaro Road Upper Hill, 2nd Floor Podium Wing during normal working hours. Tenders must be accompanied by a Tender Security of **KSHS 180,000,000.00** (Kenya shillings One hundred eighty million only) in form of a guarantee from a reputable bank or from an insurance company approved by PPRA (formerly PPOA), payable to the Commission Secretary, Teachers Service Commission. Self-issued Tender Securities will not be accepted. The tender security must be valid for 150 days from the date of tender opening. ***The Teachers Service Commission shall seek confidential information on all tender securities issued by the tenderers to approve their authenticity.***
- 1.3 A complete set of tender documents may be obtained by interested candidates upon payment of a non-refundable fee of KShs. 1,000.00 in cash or banker's cheque payable to The Secretary, Teachers Service Commission; and attach a copy of receipt to the Tender Document. Alternatively, the document may be downloaded free of charge from the following website: www.tsc.go.ke. Or www.tenders.go.ke.
- 1.4 Prices quoted should be net inclusive of all taxes, training costs, must be in Kenya Shillings and shall remain valid for 120 days from the closing date of the tender.
- 1.5 Completed tender documents marked **PROVISION OF TEACHERS MEDICAL INSURANCE COVER - TENDER NO: TSC/T/001/2019-2020** must be enclosed in plain sealed envelope, marked with the tender number and tender name and be deposited in the tender box at the TSC House, Podium wing, 3rd floor, or be addressed and posted to The Secretary, Teachers Service Commission, Private Bag - 00100, Nairobi to be received on or before **Thursday 29th August 2019 at 9:00 a m.**
- 1.6 Tenders will be opened immediately thereafter in the presence of the tenderers or their representatives who choose to attend the opening at Teachers Service Commission House, 3rd Floor Podium.
- 1.7 All the clarifications and/or addendums will be posted on TSC Website. Any request for clarifications will be sent to: ddprocurement@tsc.go.ke.

DR. NANCY NJERI MACHARIA, CBS
COMMISSION SECRETARY

SECTION II - INSTRUCTION TO TENDERERS

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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 59 of the PPADA Act of 2015.
- 2.1.3 Tenderers shall provide the qualification information statement that the tenderer (including all members of the consortium and subcontractors) is not associated, or have been associated in the past, directly or indirectly, with a firm or any of its affiliates which have been engaged by the Procuring entity to provide consulting services for the preparation of the design, specifications, and other documents to be used for the procurement of the services under this Invitation for tenders.
- 2.1.4 Tenderers involved in the corrupt or fraudulent practices or debarred from participating in public procurement shall not be eligible.

2.2 Cost of Tendering

- 2.2.1 The Tenderer shall bear all costs associated with the preparation and submission of its tender, and the procuring entity, will in no case be responsible or liable for those costs. Regardless of the conduct or outcome of the tendering process
- 2.2.2 The price to be charged for the tender document shall not exceed KShs 1,000/=
- 2.2.3 The procuring entity shall allow the tenderer to review the tender document free of charge before purchase.

2.3 Contents of Tender Document

- 2.3.1 The tender documents comprise the documents listed below and 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) Form of Tender
 - (vi) Price Schedules
 - (vii) Contract Form
 - (viii) Confidential Business Questionnaire Form

- (ix) Tender security Form
- (x) Performance security Form
- (xi) Insurance Company's Authorisation Form
- (xii) Declaration Form
- (xiii) Request for Review Form
- (xiv) Letter of notification of Award.

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

2.4 Clarification of Tender Documents

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

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

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

2.5 Amendment of Tender Documents

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

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

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

2.6 Language of Tenders

2.6.1 The tender prepared by the tenderer, as well as all correspondence and documents relating to the tender exchanged by the tenderer and the Procuring entity, shall be

written in English language. Any printed literature furnished by the tenderer may be written in another language provided they are accompanied by an accurate English translation of the relevant passages in which case, for purposes of interpretation of the tender, the English translation shall govern.

2.7. Documents Comprising the Tender

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

- a) A Tender Form and a Price Schedule completed in accordance with paragraph 2.8, 2.9 and 2.10 below
- b) Documentary evidence established in accordance with paragraph 2.1.2 that the tenderer is eligible to tender, qualified and capable to perform the contract if its tender is accepted;
- c) Tender security furnished in accordance with paragraph 2.12 (if applicable)
- d) Declaration Form.

2.8. Form of Tender

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

2.9. Tender Prices

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

2.9.2 Prices for the three models shall be quoted for each of the three years, and each tenderer must indicate prices per year, i.e. Year 1, Year 2 and Year 3. **The total sum for the three years for each model shall be transferred to the tender form.**

2.9.3 Prices indicated on the Price Schedule shall be the cost of the services quoted including all customs duties, 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 conform to the Procuring entity's satisfaction that the tenderer has the financial and technical capability necessary to perform the contract.

2.12. Tender Security

2.12.1 The tenderer shall furnish, as part of its tender, a tender security for the amount and form specified in the Appendix to Instructions to Tenderers.

2.12.2 The tender security shall be KHS **180,000,000.00 (Kenya Shillings One hundred eighty million only)** and shall be valid for 150 days from the date of tender opening.

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 as stipulated in the Appendix to Instructions to Tenderers, and shall be in the form of either of the following:

- a) A bank guarantee.
- b) Such insurance guarantee approved by the Public Procurement Regulatory 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, and furnishing the performance security, pursuant to paragraph 2.29.

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 2.29.2 or
 - ii. To furnish performance security in accordance with paragraph 2.29.1.

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 each comprising of technical and financial proposals. In the event of any discrepancy between them, the original shall govern. The tenderers shall include the **TENDER SECURITY** bond and all the documents required as per the Appendix to Instructions to Tenderers and other details/documents specified including the standard forms. The performance security and price schedule shall form part of the tender proposal.

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 authorised to bind the tenderer to the contract. All pages of the tender, except for un-amended printed literature, shall be initialled 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 initialled by the person or persons signing the tender.

2.15 Sealing and Marking of Tenders

2.15.1 The tenderer shall seal the original and the copy of the tender in separate envelopes, duly marking the envelopes as "ORIGINAL TENDER" and "COPY OF TENDER". The envelopes shall then be sealed in an outer envelope.

2.15.2 The inner and outer envelopes shall:

- a) Be addressed to 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 29TH August,2019 at 9.00 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, 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 **Thursday 29th AUGUST, 2019 AT 9.00AM**.

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

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

2.17. Modification and Withdrawal of Tenders

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

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

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

2.17.4 No tender may be withdrawn in the interval between the deadline for submission of tenders and the expiration of the period of tender validity. Withdrawal of a tender during this interval may result in the Tenderer's forfeiture of its tender security, pursuant to paragraph 2.12.8.

2.18. Opening of Tenders

2.18.1 The Procuring entity will open all tenders in the presence of tenderers' representatives who choose to attend, **on Thursday 29th AUGUST, 2019 at 9.00 am** 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 tenderer's names, tender modifications or withdrawals 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 and will be not later than 30 days from day of opening of tenders.
- 2.19.2 Any effort by the tenderer to influence the Procuring entity in the Procuring entity's tender evaluation, tender comparison or contract award decisions may result in the rejection of the tenderers' tender.

2.20 Preliminary Examination and Responsiveness

- 2.20.1 The Procuring entity will examine the tenders to determine whether they are complete, whether any computational errors have been made, whether required sureties have been furnished, whether the documents have been properly signed, and whether the tenders are generally in order.
- 2.20.2 Arithmetical errors will be rectified on the following basis. If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail, and the total price shall be corrected. If the candidate does not accept the correction of the errors, its tender will be rejected, and its tender security forfeited. If there is a discrepancy between words and figures, the amount in words will prevail
- 2.20.3 The Procuring entity may waive any minor informality or non-conformity or irregularity in a tender which does not constitute a material deviation provided such waiver does not prejudice or affect the relative ranking of any tenderer.
- 2.20.4 Prior to the detailed evaluation, pursuant to paragraph 2.20, the Procuring entity will determine the substantial responsiveness of each tender to the tender documents. For purposes of these paragraphs, a substantially responsive tender is one which conforms to all the terms and conditions of the tender documents without material deviations. The Procuring entity's determination of a tender's responsiveness is to be based on the contents of the tender itself without recourse to extrinsic evidence.
- 2.20.5 If a tender is not substantially responsive, it will be rejected by the procuring entity and may not subsequently be made responsive by the tenderer by correction of the nonconformity.

2.21. Conversion to Single Currency

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

2.22. Evaluation and Comparison of Tenders

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

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

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

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

(a) Operational Plan

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

(b) Deviation in payment schedule

- (i) Tenderers shall state their tender price for the payment on schedule outlined in the special conditions of contract.

Tenders will be evaluated on the basis of the base price provided. Tenderers are, however, permitted to state an alternative payment schedule and indicate the reduction in tender price they wish to offer for such alternative payment schedule. The Procuring entity may consider the alternative payment schedule offered by the selected tenderer.

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

2.23. Contacting the Procuring entity.

2.23.1 Subject to paragraph 2.19.2 no tenderer shall contact the Procuring entity on any matter relating to its tender, from the time of the tender opening to the time the contract is awarded.

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

2.24 Post-qualification

2.24.1 The Procuring entity will verify and determine to its satisfaction whether the tenderer that is selected as having submitted the lowest evaluated responsive tender is qualified to perform the contract satisfactorily.

2.24.2 The determination will take into account the tenderer technical and financial 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 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, 2.26 and 2.27 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 is qualification or who refuses to enter into a contract after notification of contract award shall be considered for debarment from participating in future public procurement.

2.27 Notification of Award

2.27.1 Prior to the expiration of the period of tender validity, the Procuring entity will notify the successful tenderer in writing that its tender has been accepted.

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

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

2.28 Signing of Contract

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

2.28.2 Within fourteen (14) days of receipt of the Contract Form, the successful tenderer shall sign and date the contract and return it to the Procuring entity.

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

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

2.29 Performance Security

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

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 (ITT)

The following information for the procurement of medical and related 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.

ITT REF	Particulars of Appendix to Instructions to Tenderers
2.1.1	<p>Particulars of eligible tenderers: Must be a consortium of firms registered by Insurance Regulatory Authority (IRA) as insurance underwriters, Medical Insurance Providers (MIPs) and Brokers and Actuaries firms registered by Actuarial Society of Kenya (ASK). The consortium (Contractor) shall work jointly and submit one bid document (tender) for the purpose of the provision of Teachers Medical Insurance Covers. The consortium members shall jointly or collectively submit a declaration letter undertaking to work together. The letter must be collectively signed and stamped by all parties.</p> <ol style="list-style-type: none"> Medical Insurance Providers (MIPS) licenced to provide medical schemes administration services. Risk Carriers – Consortium of Insurance Companies registered by the IRA Capitation Providers registered under respective governing bodies. Actuaries/Actuarial firms who are members of the Actuarial Society of Kenya. <p>A Capitation Provider is an entity which has its own network of health facilities and network of empanelled health facilities willing to treat patients on an annual capitation fee for specified services and having its own medical administrators for managing empanelled health facilities.</p> <p>Members of the consortium shall all be accountable for their respective assignments.</p>
2.2.2	Hard copy tender documents will be issued at cost of KShs 1,000.00. Alternatively, tender documents may be downloaded from www.tsc.go.ke free of charge
2.10	Particulars of other currencies allowed. Only Kenya Shillings allowed.
2.7.1	<p>Particulars of eligibility and qualifications-documents of evidence required. Copies for each of the consortium member companies' of:</p> <ol style="list-style-type: none"> Must attach Certificate of Registration Must attach Certificate of valid tax compliance, in addition to meeting the undermentioned mandatory evaluation criteria. Must attach Certificate of registration of Medical insurance underwriter, Brokers and MIPS Must attach form CR 12 from the Registrar of Companies
2.12.2	<p>Particulars of tender security if applicable.</p> <p>The Tender security shall be KSHS. 180,000,000.00 (Kenya shillings One hundred eighty million only) valid for a period of 150 days from the date of tender opening.</p>
2.12.4	<p>Form of Tender Security:</p> <p>The Tender Security of KSHS. 180,000,000.00 (Kenya shillings One hundred eighty million only) shall be in the form of a Guarantee from a reputable financial institution or an insurance company approved by PPRA. SELF ISSUED BID BONDS BY THE BIDDERS WILL NOT BE ACCEPTED.</p>
2.13.1	The Tender Validity Period is 120 days.
2.15.2 (b)	Thursday 29th AUGUST,2019 AT 9.00 am
2.16.1	Thursday 29th AUGUST,2019 AT 9.00 am

ITT REF	Particulars of Appendix to Instructions to Tenderers	
2.16.3	Bulky tenders which do not fit in the tender box shall be delivered to the SCMS Division, TSC HQs, 2 nd Floor for recording and signing.	
2.29.1	Performance Security shall be 10% of the contract sum valid up to the end of the contract in form of BANK Guarantee	
2.9.2	<p>Pursuant to section 82 of the PPADA 2015, the tender sum as submitted and read out during the tender opening shall be absolute and final and shall not be subjected to correction, amendment or adjustment in any way by any person.</p> <p><i>Therefore, arithmetical errors shall lead to direct disqualification of the tender.</i></p>	
2.18.1	NB: Submissions of bids through Post Office must also comply with the deadline of Thursday 29th AUGUST, 2019 AT 9.00 am	
2.20.1	The Mandatory Evaluation Criteria for Consortium Partners:	Responsive or Not Responsive (Yes or No)
	No Documents/ Evidence to be Submitted/ Requirement	
1.	Copy of Certificate of Registration/Incorporation for each of the consortium member companies	
2.	Copy of Valid Tax Compliance Certificate for each of the consortium member companies	
3.	Must provide a tender security of KSHS. 180,000,000.00 (Kenya shillings One hundred eighty million only) in the form of a Guarantee from a reputable financial institution or an insurance company approved by PPRA.	
4.	<p>The tenderer must comprise of the following:</p> <ul style="list-style-type: none"> a. Medical Insurance Providers (MIPS) and/or Insurance Brokers licenced to provide medical schemes administration services. b. Risk Carriers — Consortium of Insurance Companies registered by the IRA c. Capitation Providers registered by Medical Practitioners and Dentist Board. d. Actuaries/Actuarial firms who are registered by and members of the Actuarial Society of Kenya. 	
5.	Duly filled, signed and stamped Confidential business Questionnaire for each of the consortium member companies	
6.	Each consortium member company must fill, sign and stamp the Non-Debarment Statement Form in the format provided	
7.	Each consortium company must fill, sign and stamp the Integrity declaration form in the format provided.	
8.	The Consortium Leader must fill one Form of Tender for each of the four models in the format provided. The form of tender filled must be the total of contract sum for the three (3) years for each proposed model. Any form of Tender that does not have total contract sum for the three years shall be rejected and disqualified.	
9.	The tender sum amount in figures must tally the amount in words	
10.	The consortium leader must Fill, sign and stamp the Price Schedule for the four models in the format provided. The price schedule must tally with tender sum	

ITT REF		Particulars of Appendix to Instructions to Tenderers	
	11.	<ul style="list-style-type: none"> The underwriters must provide a valid registration certificate from the Commissioner of Insurance/Insurance Regulatory Authority (IRA) The MIPs and Brokers must provide a valid copy of Practising Licence for year 2019 and registration certificate from IRA The Capitation Service Provider and its registered facilities must be registered with the Kenya Medical Practitioner and Dentist Board / NHIF. Provide a list of service providers 	
	12	Each Consortium member company must provide audited financial accounts for the last three years (2016, 2017 & 2018).	
	13	All members to that forms the consortium must submit a consortium declaration agreement signed and stamped by all them undertaking to work jointly.	
	14	Underwriters, Brokers and MIPs firms must give a list of 5 (five) reputable clients and the total clients premium for the year 2018 (Attach a copy of notification of award and signed recommendation letters from the accounting officer as evidence)	
	15	<ul style="list-style-type: none"> Each consortium insurance underwriter must be current members of Association of Kenya Insurers (2019) All the facilities of the Capitation Providers must be registered with the Kenya Medical Practitioner and Dentist Board with valid copies of registration as proof. Provide at least two (2) major facilities in each of forty-seven (47) counties. Actuaries and Actuarial Firms must be current members of Actuarial Society of Kenya and either Institute and Faculties of Actuaries (UK) or USA's Society of Actuaries. Each must provide valid copies of certificates as proof.	
	16	The Consortium member shall provide a consolidated Professional Indemnity Insurance Cover of Kenya Shillings Six Hundred Million (KSHS. 600,000,000.00).	
	17	Each Consortium member must provide a valid copy of form CR12 from the registrar of companies showing the list of directors.	
	18	The bidder must submit one original copy and two copies of the tender documents. All pages for both technical, proposals and annexures must be paginated, serialized and stamped by the Lead Consortium Member.	
	19	Each Consortium member must provide valid business permit/Trade license issued by relevant county government.	
	20	The Underwriters, Brokers and MIPs must have registered offices in the forty seven counties.	
	21	The consortium firm must submit the proposed draft medical cover policy. The draft policy submitted shall not have other provisions outside the tender document.	
	22	No alteration or cancellation on the form of tender and price schedule	
ANY BIDDER WHO IS NOT RESPONSIVE TO ANY OF THE ABOVE MANDATORY REQUIREMENTS SHALL BE ELIMINATED FROM THE ENTIRE EVALUATION PROCESS. BIDDERS WHO ARE RESPONSIVE TO ALL THE REQUIREMENTS WILL PROCEED TO			

ITT REF		Particulars of Appendix to Instructions to Tenderers	
TECHNICAL EVALUATION.			
2.22	EVALUATION OF TENDERS: TECHNICAL EVALUATION		
	S/No	Documents to be Submitted/ Requirement	Max. Marks
	1	Average Gross earned premiums/written for the years 2017 and 2018 as applicable: Underwriters only a. Between KShs. 500M - 1 Billion: ... 1 marks b. Above 1BillionKShs -5 Billion Kshs. 3 marks c. Above KShs 5 Billion 5 marks	5
	2	Brokers and MIPs experience in managing self-funded and capitation schemes including claims paid / funds handled in year 2017 and 2018 (Attach notification of Award or Copy of Contracts or Service level agreements) a. Below KShs. 500M: 5 marks b. Between KShs. 500M - 3 Billion: 10 marks c. Over KShs 3 Billion: 15 marks	15
	3	Experience of managing medical schemes (attach evidence) List of clients and number of member a) Less than 100,000 lives..... 2 marks b) Above 100,000 lives but less 500,000 lives..... 5 marks c) Above 500,000 lives 10 marks	10
	4	Provide valid evidence of total Paid-up capital for the Consortium Partners for the year 2018: a. KShs 150m – 200m..... 1 marks b. Above KShs 200m – 400m..... 3 marks c. Above 400m. 5 marks NB: Average marks of the consortium partners will be considered for the overall mark in this grouping.	5
	5	Each consortium member must state at least five clients where they have offered similar covers in years 2017 and 2018 as provided for in table A (Provide a list of clients and the name of the contact person with full details of telephone number and address) 5 marks @1mark.	5

ITT REF	Particulars of Appendix to Instructions to Tenderers		
	6	<p>Implementation Methodology - how you will provide medical, Group Life and last expense covers to the teachers and their dependants. Your implementation plan and methodology should include, but not limited to the following: -</p> <ul style="list-style-type: none"> i. Management of additions and exits 1 mark ii. Members education and sensitisation on Healthcare, Group Life and Last expense..... 1 marks iii. Portability with no restrictions where members should seek services within the agreed panel of 7 providers3 marks iv. Scheme implementation timetable.....1 marks v. Customer Service methodology..... 1 marks vi. Member communications systems.....1 marks vii. Scheme management & performance reporting structures..... 1 marks viii. Fraud control/containment systems on prevention of Medical fraud1 marks <p>NOTE: MARKS WILL BE AWARDED BASED ON HOW CONVINCING AND REALISTIC THE PROPOSED METHODOLOGY WILL BE, AND AS SUCH FULL MARKS PER BULLET AS OUTLINED ABOVE ARE NOT GUARANTEED.</p>	10
	7	<p>Implementation Infrastructure to be in place to provide medical, Group Life and last expense covers to the teachers and their dependants. Your implementation infrastructure should include, but not limited to the following: -</p> <ul style="list-style-type: none"> i. Undertake Biometric and USSD/SMS registration. 2 marks ii. Administration of an agreed co-pay at the point of service before service delivery..... 1 mark iii. Panel of at least 200 accredited medical service providers/specialist registered with Kenya Medical practitioners and Dentist Board / NHIF across the country and in East Africa for all the components below with following facilities 6 marks. <ul style="list-style-type: none"> a. In patient Hospitals (Both Local and International) b. Outpatient Hospitals (Both Local and International) c. Dental Clinics d. Optical Clinics e. Contracted specialists f. Maternity iv. Electronic Claims processing and payments..... 5 mark v. Cost control systems on benefits utilisation & entitlements of 1 marks vi. 24/7 medical call centre support services.....6 marks vii. Air Evacuation Services (fix-wing and helicopter) (provide list of panel of providers of these services –Attach Evidence.)3 marks viii. Road evacuation (provide at least 5 of panel of providers of 	30

ITT REF	Particulars of Appendix to Instructions to Tenderers		
		<p>this services) attach evidence.....1 marks</p> <p>ix. International flight for patient and accompanying person and tie-ups with international services providers for treatment (provide international panel of services providers with details of country, location and contact person) attach evidence2 marks</p> <p>x. IT systems to be deployed for scheme management and administration with capability for online member data update and treatment history 2 marks</p> <p>xi. Evidenced of real time electronic management of preauthorisation1marks</p> <p>NOTE: MARKS WILL BE AWARDED BASED ON HOW CONVINCING AND REALISTIC THE PROPOSED INFRASTRUCTURE WILL BE, AND AS SUCH FULL MARKS PER BULLET AS OUTLINED ABOVE ARE NOT GUARANTEED.</p>	
	8A 8B	<p>Accessibility and presence of the Consortium across the country National Offices and Care Managers Presence in</p> <p>a. 1 – 25 Counties.....1 Marks</p> <p>b. 26 – 40 Counties.....3 Marks</p> <p>c. Above 40 Counties.....5 Marks</p> <p>(Provide list of offices, contact person(s) and contact details)</p> <p>Presence of the Capitation own hospitals and Clinics’ presence in</p> <p>a. 1 – 25 Counties.....1 Marks</p> <p>b. 26 – 40 Counties.....3 Marks</p> <p>c. Above 40 Counties.....5 Marks</p> <p>(Provide list of own facilities with their valid registration certificates from the Kenya Medical Practitioners and Dentists Board)</p>	10
	9	<p>Provide at least twenty (20) qualified clinical officers (care and case managers) staff who will handle the medical claims and related administrative services (attach relevant Certificates and valid Practising License for each staff)2 marks</p>	2
	10	<p>Evidence based of actuarial services capability</p> <p>a. Number of qualified Actuaries engaged with firm at the time of this tender (Attach Certificates and valid Practising License)</p> <ul style="list-style-type: none"> • 1-3..... 1 marks • Above 3 2 marks <p>b. Relevant Actuarial Experience by the actuarial firm. (List of clients served, duration and cost of service)</p> <ul style="list-style-type: none"> • 1-5 years..... 1 marks • 6-10 years 2 marks • Above 10 years 3 marks 	5

ITT REF	Particulars of Appendix to Instructions to Tenderers	
	11	VALUE ADDITION SERVICES You may give details of any value addition or additional services you propose to provide, over and above what is outlined under “SCOPE OF SERVICE” above3 marks
		TOTAL MARKS
		100

The minimum technical score to proceed to financial evaluation is 75% and only tenderers that secure the minimum technical score will be financially evaluated. Bidders who obtain marks below this mark will be disqualified from further evaluation.

FINACIAL EVALUATION

At this stage, bidders who have passed technical will be checked against:

- a) **Arithmetical Errors:** A bidder whose bid will have arithmetical errors shall be disqualified
- b) **Tender Security:** Tenderers must attach tender security of Kshs. 180,000,000.00 only
- c) Price schedules of each model are fully filled, signed and stamped as indicated in the instruction to tenderers
- d) Form of tenders are correctly filled up with total contract sum both in figures and word and are signed and stamped by the Lead Consortium.

AWARD CRITERIA

Teachers Service Commission (TSC) 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.

To qualify for contract awards, the tenderer shall have the following: -

- (c) Necessary qualifications, capability experience, services, equipment and facilities to provide Medical Insurance Cover and Group Life for all the teachers in Kenya.
- (d) Legal capacity to enter into a contract for procurement
- (e) 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.
- (f) Shall not be debarred from participating in public procurement.
- (g) The consortium declaration agreement signed and stamped by all parties undertaking to provide the service together.

TEACHERS SERVICE COMMISSION SHALL AWARD TENDER TO THE FIRM WITH THE LOWEST EVALUATED MODEL

ITT REF	Particulars of Appendix to Instructions to Tenderers	
TABLE A		
No	Contact Information	Details
1	Name of company	
	Name of contact person	
	Designation	
	Telephone number	
	e-mail address	
	Contract Period	
	Premium (KShs.)	
2	Name of company	
	Name of contact person	
	Designation	
	Telephone number	
	e-mail address	
	Contract Period	
	Premium (KShs.)	
3	Name of company	
	Name of contact person	
	Designation	
	Telephone number	
	e-mail address	
	Contract Period	
	Premium (KShs.)	
4	Name of company	
	Name of contact person	
	Designation	
	Telephone number	
	e-mail address	
	Contract Period	
	Premium (KShs.)	
5	Name of company	
	Name of contact person	
	Designation	
	Telephone number	
	e-mail address	
	Contract Period	
	Premium (KShs.)	
2.24		
2.25	Award Criteria: AWARD WILL BE MADE TO THE LOWEST AMONG THE TENDERERS WHO ATTAIN THE MINIMUM QUALIFYING MARK EITHER FOR OPTION 1 OR OPTION 2 (REFER THE SPECIFICATIONS).	
2.27		

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 Contractor under the Contract for the full and proper performance of its contractual obligations
- (c) “The Services” means services to be provided by the Contractor including any documents, which the Contractor is required to provide to the Procuring entity under the Contract.
- (d) “The Procuring entity” means the organisation procuring the services under this Contract
- (e) “The Contractor” means the consortium providing the services under this Contract.
- (f) “GCC” means the General Conditions of Contract contained in this section.
- (g) “SCC” means the Special Conditions of Contract
- (h) “Day” means calendar day

3.2. Application

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

3.3. Standards

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

3.4. Use of Contract Documents and Information

3.4.1 The Contractor shall not, without the Procuring entity’s prior written consent, disclose the Contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the Procuring entity in connection therewith, to any person other than a person employed by the contractor in the performance of the Contract.

3.4.2 The Contractor shall not, without the Procuring entity's prior written consent, make use of any document or information enumerated in paragraph 3.4.1 above.

3.4.3 Any document, other than the Contract itself, enumerated in paragraph 3.4.1 shall remain the property of the Procuring entity and shall be returned (all copies) to the Procuring entity on completion of the contract's or performance under the Contract if so required by the Procuring entity.

3.5. Patent Rights

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

3.6 Performance Security

3.6.1 Within thirty (30) days of receipt of the notification of Contract award, the successful tenderer shall furnish to the Procuring entity the performance security where applicable in the amount specified in SCC

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

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

a) A bank guarantee.

b) Such insurance guarantee approved by the Authority.

3.6.4 The performance security will be discharged by the Procuring entity and returned to the Candidate not later than thirty (30) days following the date of completion of the Contractor's performance of obligations under the Contract, including any warranty obligations, under the Contract.

3.7. Delivery of services and Documents

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

3.8. Payment

3.8.1. 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 charged 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 contract price prevalent in the preceding year and shall not be more than 25% cumulatively in 3 years' contract period.

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

3.10. Assignment

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

3.11. Termination

3.11.1 Either party may, by issuing a written notice of not less than thirty (30) days to the other and upon the occurrence of any of the following events, terminate the contract or any part thereof if:

- a) the other party is in material breach of any of its obligations hereunder and has failed to remedy or take steps to remedy such failure within ninety (90) days after having received notice in writing to do so by the other party or within such other period as may be agreed between the parties in writing;
- b) by either party with immediate effect from the date of service on the other of written notice if a resolution is passed or an order is made for the winding up of the other (otherwise than for the purpose of solvent amalgamation or reconstruction) or the other becomes subject to an administration order or a receiver or administrative receiver is appointed over or an encumbrance takes possession of any of the other's property or equipment
- c) the other party becomes insolvent or bankrupt or enters into any agreements with its creditors for relief of debt or take advantage of any law for the benefit of debtors or go into liquidation or receivership whether compulsory or voluntary, other than for a reconstruction or amalgamation;

- d) the other party fails to comply with any final decision reached as a result of arbitration;
- e) the other party fails to resume performance of any obligations which have been suspended as a result of Force Majeure within such period as is specified in the contract or otherwise agreed between the parties in writing;

3.11.2 Provided where the termination only affects part of the contract, the procuring entity may elect to cancel the services altogether and pay the contractor any amount due for services already rendered.

3.11.3 Provided always that termination under this clause shall not affect any accrued rights and obligations of either party as at the date of termination.

3.12 Resolution of Disputes

3.12.1 The procuring entity and the contractor shall make every effort to resolve amicably by direct informal negotiations and disagreement or disputes arising between them under or in connection with the contract

3.12.2 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.

3.13. Governing Language

3.13.1. 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.

3.14. Applicable Law

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

3.15 Force Majeure

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

3.16 Notices

3.16.1 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.

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

SECTION IV - SPECIAL CONDITIONS OF CONTRACT

4.1. Conditions to be met by the MIP/Insurance Companies and Actuaries – Refer to Mandatory Evaluation Criteria

4.2. Conditions to be met by Capitation Provider – Refer to Mandatory Evaluation Criteria

4.3 Special Conditions of Contract as relates to the General Conditions of Contract (GCC)

GCC Ref.		Special condition of contract
3.6	Performance Security	Bidder must submit a performance security of 10% of the contract sum payable before signing of the contract in form of Bank Guarantee.
3.8	Payment	<p>Payment shall be made on Cash and Carry basis as per the provisions of the Insurance Act for all the insurance premiums.</p> <p>Capitation and other related fees shall be made quarterly in advance</p>
3.9	Price adjustment	3.9.1 Price changes affecting total price either upwards or downwards shall be permissible in case of member or dependant's additions or deletions. The Unit cost per member/ dependant shall hold all the times and shall not be varied.
3.9.3		Where contract price variation is allowed, the variation shall not exceed 10% of the contract price prevalent in the preceding year and shall not be more than 25% cumulatively in 3 years contract period.
2.16.3		Bulky tenders which will not fit the tender box shall be received by the procuring entity as provided for in the appendix.
3.6		<p>Pursuant to section 82 of the PPADA 2015, the tender sum as submitted and read out during the tender opening shall be absolute and final and shall not be subjected to correction, amendment or adjustment in any way by any person.</p> <p><i>Therefore, arithmetical errors shall lead to direct disqualification.</i></p>
2.24		Particulars of post – qualification if applicable. TSC may inspect the premises, and/or demand to be provided with any document/ statement that the bidder has provided or stated as evidence of having undertaken medical cover, group life and last expense insurance business/ cover as a condition for signing the contract

2.27	Particulars of performance security if applicable: The successful tenderer shall pay 10% of the contract sum payable to the Secretary Teachers Service Commission before signing of the contract in form of Bank Guarantee.
3.16	Notices
	<p>Indicate addresses of both parties.</p> <p>Client: The Secretary, Teachers Service Commission, Private Bag - 00100, Nairobi. Tel: 020-2892000. E-mail: <u>info@tsc.go.ke</u></p> <p>Contractor's Address:</p>

SECTION V - SCHEDULE OF REQUIREMENTS

Introduction

The Teachers Service Commission (TSC) is seeking to procure a comprehensive medical insurance cover, group life, last expense cover and other related benefits for its teachers and their dependants countrywide.

Objective

The purpose of tender is to select a consortium that is composed of Insurance Underwriting Companies, Medical Insurance Providers, Capitation Providers, Actuaries and Medical Administrators to provide Medical Insurance, Group Life, Last Expense and Excess over Loss cover to the Teachers and their dependants with an option of various financing models. The selected consortium will be responsible for the entire cycle of the medical scheme.

Duration of the Contract

The Successful consortium shall enter in to three (3) years contract with the Commission, renewable annually based on successful completion of the year, excellent performance.

Terms of Reference

The bidders must provide a comprehensive scope of services and costs and all of the following two models:

Option 1: Hybrid financing model or

Option 2: Fully insured scheme

Option 3: Full capitation for in-patient and out-patient

The model will comprise the following components, In-patient, Out-patient, Maternity, Dental, Optical and Group Life including Last Expense (Funeral Covers)

A. Family Size

The proposed maximum family size is M+5 comprising: -

- A. Principal Member
- B. One Legal spouse
- C. Four (4) Children (Biological and legally adopted)

Note: To provide details of dependants' eligibility criteria

B. Population Coverage

The Commission is considering giving the cover to the all teachers in its employment and their dependants based on the population indicated below: -

Job Group	Population
TS 5 B5	108,859
TS 6 C1	29,782
TS 7 C2	19,439
TS 8 C3	46,720
TS 9 C4	73,726
TS 10 C5	26,970
TS 11 D1	11,975
TS 12 D2	355
TS 13 D3	121
TS 14 D 4	53
Total	318,000

N/B: The age limit for children to access benefits is as provided below:

- 1) From 0 – 18: This age bracket is still under parental care and will directly access the benefits.
- 2) From 19 – 25: This age bracket is assumed to be in school and documentary evidence shall be provided in case they want to access the benefits.

C. Geographical Limit

Scheme's geographical limit is East Africa (Kenya, Uganda, Rwanda and Tanzania). However, there should be a provision for International evacuation for cases where treatment is not available locally.

D. Benefits

Benefits – Outpatient

This is treatment that does not require admission or stay in a hospital or day care. The outpatient cover should cater for all routine outpatient services which include but not limited to: -

- Routine outpatient consultations.
- Prescribed Diagnostic Laboratory and Radiology services (X- ray, ultra sound, MRI and CT Scans).
- Prescribed physiotherapy.

- Prescribed drugs and dressing.
- Referral Outpatient to specialists.
- HIV/AIDS related conditions and prescribed ARV's to the full cover limit per family per annum.
- Routine Immunizations: -KEPI Vaccinations, Baby Friendly Vaccines
- Routine Antenatal Check-ups
- Post-natal care up to six (6) weeks post-delivery
- Newly diagnosed chronic conditions
- Pre-existing chronic conditions (including cancer)
- Pap smear for ladies and PSA for men- (for principal members only)
- Medical Emergency Road ambulance evacuation services.
- Rehabilitation service as per limits
- Preventive care: to include free Medical camps, Mobile Clinics for events, counselling on life style and wellness
- Prescribed preventive and curative drugs/care (Including pressure stockings and clinical corset belt)

For outpatient services, we are seeking portability with no restrictions to panel of providers that our members can access. We therefore request for the list of hospitals/ health facilities (private, Mission and Government) which will be availed for all job groups.

Co-Pay

There shall be a co-pay chargeable of Kenya shillings fifty (KShs 50) per outpatient visit per individual for dental, optical and Outpatient doctor consultation services. The co-pay shall not be charged in the following cases:

- Repeat visit for above services within 7 days from date of previous visit
- When picking medication for chronic conditions which does not require consultation with the doctor.

Benefits – Inpatient

This is treatment which requires admission in and stay in a hospital or day care surgery/procedure. The proposed benefits (paid net of NHIF rebates) under this cover should include but not limited to: -

- Bed entitlement:
 - Job group TSC 5 to 10- Standard ward bed
 - Job Group TSC 11to 14 - standard private room

Hospital Accommodation Charges. Provide the list of hospitals/ health facilities (private, Mission and Government) which will be availed for all job groups with no restrictions as to where the patients can seek services within the cover.

- Doctor's (Physician, Surgeon & Anaesthetist) Fee.
- ICU/HDU/Critical care and theatre Charges
- Drugs/Medicines, dressings and internal surgical appliance
- Pathology/Laboratory
- X-ray, Ultrasound, ECG and Computerized Tomography, MRI Scans
- Radiotherapy and Chemotherapy
- In-Patient Physiotherapy, Hydrotherapy
- Occupational therapy
- Hospital accommodation for accompanying parent and /or guardian for hospitalised children below seven (7) years
- Medical education and wellness program for members with pre-existing and chronic conditions
- Medical Emergency Road evacuation services leading to admission
- Referral and Overseas Evacuation to medical institutions that offer specialised services not available in the country
- Congenital defects/genetic disorders
- Post- Hospitalisation benefit of up to two (2) weeks for other sicknesses and six (6) weeks for accident cases after discharge.
- Day care Surgery for minor surgical treatment that may not require admission
- In-vitro Fertilisation (IVF)
- Renal dialysis
- Cancer Treatment and related procedures and tests

Benefits - Dental Cover

Proposed benefits under this cover should include but not limited to:-

- Dental Consultation and Anaesthetist's fees
- Dental X-rays and Root canal treatment.
- Tooth Extraction
- Scaling necessitated by a prevailing medical conditions and prescribed by a dentist
- Dentures necessitated by an accident/ injury
- Deformation surgery

Benefits - Optical Cover

This benefit caters for expenses related to eye treatment, and this includes but not limited to:-

- Cost of lenses and frames- members who have obtained frames will not be entitled to a replacement within one year unless necessitated by a medical condition and prescribed by an ophthalmologist.
- Prescription for ophthalmic treatment and eye lenses
- Ophthalmic ultrasound if prescribed by the Ophthalmologist

Benefits - Maternity Cover

Proposed benefits under this cover should include but not limited to for in and outpatient care: -

- Routine Antenatal check-up
- Delivery/ Doctors Fees
- Postnatal care up to six (6) weeks post-delivery
- Routine Immunisations (KEPI) and Baby Friendly Vaccines
- 1st emergency caesarean section, subsequent elective CS and normal delivery
- Pre-maturity/Pre-term
- Congenital conditions

NB. The maternity benefit is available to principal members and/or their spouse only.

Benefits - Group Life

This is a payment that shall be paid out in the event of any of the following circumstances:

- The demise of a member during the contract period and within 2 days of receipt of a duly completed and appropriately signed claim form, certified copy of the Burial Permit or Death Certificate.
- Total Disability benefits upon the disablement of a member equivalent to 100% group life benefits, while in service, within 7 days of receipt of all the documentations.
- Critical illness up to 30% Group life benefits upon diagnosis of critical illness of a member, while in service, within 7 days of receipt of all the documentations.
- Artificial appliances such as crutches, wheelchair (one per contract period), prosthesis, walking frames as prescribed of necessity by a medical practitioner within 7 days of receipt of all the documentations.

Note: the maximum liability shall not exceed the limit specified herein.

Benefits - Last Expense – Funeral

This is payment that shall be issued to the next of kin or such a person or persons as the client in writing may direct in writing, within two days upon written notification of demise of the employee (Principal Member) as per schedule during the contract period and subject to the provisions of a duly completed and signed claim form and a copy of burial permit.

Benefits – Medical Emergency Road and Air Evacuation

This shall be emergency transportation and transfer of sick or injured member or dependant from a place of incident or facility with inadequate care to the appropriate facility using road ambulance, fix-wing and helicopter services within East Africa (Kenya, Uganda, Rwanda and Tanzania). Air evacuation will be limited to two (2) per family per annum within the contract period. *This is treated as a different cover from the in-patient and out-patient cover benefits.*

A **medical emergency** is, “the sudden onset of a medical condition (injury or illness) manifesting itself by acute symptoms of sufficient severity (including severe pain, difficulty breathing, fainting, chest pain or pressure, uncontrolled bleeding, coughing or vomiting blood, sudden severe pain, poisoning, major injuries, such as broken bones or sudden facial drooping or weakness in an arm or leg and poses an immediate risk to a person's life or long-term health, sometimes referred to as a situation risking "life or limb".

For Air rescue, preference will be given to critical casualties of accidents (road, air, water, fire and building collapses) and release of the helicopter or fixed-wing will be dependent on assessment of the online medical respondent team (the team that receives distress calls for medical evacuation services through the emergency number(s) provided).

Benefits - International Travel and Referral Allocations

This is payment that shall be made over and above the inpatient normal cover limits specified for the members and the person accompanying the patient. This will be paid out where authorisation has been granted for the member to travel to another country for specialised treatment which is either not available locally or is reasonably cheaper and better quality than is locally, air ticket for patient and aide and their accommodation. *All requests for specialized treatments outside Kenya shall be approved by the Director, Medical Services under Ministry of Health.*

Benefits - Group Excess over Loss Cover for Inpatient with Group Cover

This is money that shall be set aside for use by members upon exhaustion of their inpatient limit. For more information, refer to Table G.

Other benefits within the medical cover should include the following:

- Psychiatric and Counselling Services
- Provision of Psycho-Social Support Programs for employees. Services will include:
- Psycho-social counselling
- On site counsellor in some special instances
- Referral for face to face counselling by specialist counsellors for chemical dependency.

- Stress and post-traumatic counselling, relationship difficulties, anxiety and depression, parenting, legal or financial distress, etc.
- Telemedicine – where doctors are consulted through video conferencing or mobile phone.

Administrative Fee

The fee charged by consortium responsible for administering the benefits plan to cover expenses related to record keeping and/or other administrative costs.

USSD/SMS/ICT and Call Centre Services

This are the services that shall be rendered to the members to ensure ease of accessing their benefits and good communication to deal with any arising issues, registration and information on any developments that touch on the scheme, updates and health tips.

E. Schedules of Benefits

The tables below are the comprehensive schedules of benefits being proposed.

A. Outpatient Allocation per Family/Annum

Job Group	Population	Outpatient Per Family
TS 5 B5	108,859	100,000
TS 6 C1	29,782	100,000
TS 7 C2	19,439	100,000
TS 8 C3	46,720	100,000
TS 9 C4	73,726	150,000
TS 10 C5	26,970	175,000
TS 11 D1	11,975	225,000
TS 12 D2	355	250,000
TS 13 D3	121	275,000
TS 14 D 4	53	375,000
Total	318,000	

B. Inpatient, Dental and Optical Allocations Per Family/Annum

Job Group	Population	Inpatient	Dental	Optical
TSC 5 B5	108,859	750,000	35,000	45,000
TSC 6 C1	29,782	750,000	35,000	45,000
TSC 7 C2	19,439	750,000	35,000	45,000
TSC 8 C3	46,720	850,000	35,000	45,000
TSC 9 C4	73,726	1,00,000	35,000	45,000
TSC 10 C5	26,970	1,250,000	35,000	45,000
TSC 11 D1	11,975	1,500,000	35,000	45,000
TSC 12 D2	355	1,800,000	35,000	45,000
TSC 13 D3	121	2,000,000	35,000	45,000
TSC 14 D 4	53	2,500,000	35,000	45,000
Total	318,000			

C. Maternity to cover only the Principal if Female or Spouse for Male Principal Allocations/Annum

Job Group	Population	Maternity
TSC 5 B5	108,859	100,000
TSC 6 C1	29,782	100,000
TSC 7 C2	19,439	100,000
TSC 8 C3	46,720	100,000
TSC 9 C4	73,726	100,000
TSC 10 C5	26,970	100,000
TSC 11 D1	11,975	150,000
TSC 12 D2	355	150,000
TSC 13 D3	121	200,000
TSC 14 D 4	53	200,000
Total	318,000	

D. Group Life and Last Expenses per Allocations/Annum

Job Group	Population	Group Life	Last Expense
TSC 5 B5	108,859	450,000	200,000
TSC 6 C1	29,782	450,000	200,000
TSC 7 C2	19,439	450,000	200,000
TSC 8 C3	46,720	550,000	200,000
TSC 9 C4	73,726	550,000	200,000
TSC 10 C5	26,970	650,000	200,000
TSC 11 D1	11,975	650,000	300,000
TSC 12 D2	355	1,050,000	400,000
TSC 13 D3	121	1,050,000	500,000
TSC 14 D 4	53	1,050,000	600,000
Total	318,000		

E. Medical Emergency Evacuation Allocations/Annum

Job Group	Population	Air (Fix-wing and Helicopter) at two (2) per family per annum
TSC 5 B5	108,859	Air (Fix-wing and Helicopter) at two (2) per family per annum
TSC 6 C1	29,782	
TSC 7 C2	19,439	
TSC 8 C3	46,720	
TSC 9 C4	73,726	
TSC 10 C5	26,970	
TSC 11 D1	11,975	
TSC 12 D2	355	
TSC 13 D3	121	
TSC 14 D 4	53	
Total	318,000	

F. International Travel and Referral Allocations/Annum

Job Group	Population	International Referrals	International Travel (Patient and 1 accompanying helper)
TSC 5 B5	108,859	1,000,000	200,000
TSC 6 C1	29,782	1,000,000	200,000
TSC 7 C2	19,439	1,000,000	200,000
TSC 8 C3	46,720	1,000,000	200,000
TSC 9 C4	73,726	1,000,000	200,000
TSC 10 C5	26,970	1,000,000	200,000
TSC 11 D1	11,975	1,000,000	200,000
TSC 12 D2	355	1,000,000	200,000
TSC 13 D3	121	1,000,000	200,000
TSC 14 D 4	53	1,000,000	200,000
Total	318,000		

G. Group Excess of Loss with Group Limit Per Annum

A sum of Kenya Shillings Three Hundred Million (KShs 300,000,000) shall be set aside for use by members upon exhaustion of assigned limits.

The bidder must give a brief under **Implementation Methodology** on:

- a) Determination of eligibility.
- b) Conditions and requirements.
- c) Guidelines on Applicability.

H. Healthcare Finance Model

Each of the models will have a quotation for all the services indicated above, including Inpatient, Outpatient, Maternity, dental, optical, maternity, evacuation, group life and last expenses, excess over loss, Administrative Fee and USSD/SMS/ICT and Call Centre Services.

The bidders must provide a comprehensive scope of services and costs under all of the following three models: -

Option 1 – Fully Insured Scheme

Option 2- Hybrid Financing Model (Inpatient- Self fund)

Option 3- Hybrid Financing Model (Inpatient – Fully insured)

Option 4- Capitation Financing Model

The details of what is expected in each model are as outlined below:

OPTION 1 – FULLY INSURED SCHEME

Component	Total Amount	Financing Model	Scope
Outpatient		Fully Insured	As per the schedule of benefits mentioned in paragraph E.
Inpatient			
Dental			
Optical			
Maternity			
Group Life			
Last expense (Funeral)			
Evacuation Allocation			
International Travel and Referral Allocations			
Excess Over Loss			
Administrative Fee			
Actuarial Fee			
USSD/SMS/ICT and Call Centre Services			

OPTION 2- Hybrid Systems

Hybrid Financing Model (Inpatient- Self fund)

Component	Financing Model	Scope
Outpatient	Capitation	As per the schedule of benefits mentioned in paragraph E.
Inpatient	Self-funded. With restriction of 10% of estimates provided on annual basis.	
Dental	Capitation	
Optical	Capitation	
Maternity	Capitation	
Group Life	Fully insured	
Last expense (Funeral)	Fully Insured	
Evacuation Allocation	Fully Insured	
International Travel and Referral Allocations	Fully Insured	
Excess Over Loss	Fully Insured	
Administrative Fee	Fixed	
Actuarial Fee	Fixed	
USSD/SMS/ICT and Call Centre Services	Fixed	

N/B: Please provide indicative quotes per year for the three years. These indicative quotes should not form part of the contract sum. The Commission shall not accept an annual increment of more than 10% of the previous year.

OPTION 2- Hybrid Model

Hybrid Financing Model (Inpatient – Fully insured)

Component	Financing Model	Scope
Outpatient	Capitation	As per the schedule of benefits mentioned in paragraph E.
Inpatient	Fully Insured	
Dental	Capitation	
Optical	Capitation	
Maternity	Capitation	
Group Life	Fully insured	
In-patient	Fully insured	
Last expense (Funeral)	Fully Insured	
Evacuation Allocation	Fully Insured	
International Travel and Referral Allocations	Fully Insured	
Excess Over Loss	Fully Insured	
Administrative Fee	Fixed	
Actuarial Fee	Fixed	
USSD/SMS/ICT and Call Centre Services	Fixed	

OPTION 3- CAPITATION FINANCING MODEL

Component	Financing Model	Scope
Outpatient	Capitation	As per the schedule of benefits mentioned in paragraph E.
Inpatient	Capitation	
Dental	Capitation	
Optical	Capitation	
Maternity	Capitation	
Group Life	Fully Insured	
Last expense (Funeral)	Fully Insured	
Evacuation Allocation	Capitation	
International Travel and Referral Allocations	Capitation	
Excess Over Loss	Fully Insured	
Administrative Fee	Fixed	
Actuarial Fee	Fixed	
USSD/SMS/ICT and Call Centre Services	Fixed	

IMPLEMENTATION METHODOLOGY AND PLAN

The consortium should provide detailed implementation methodology and plan on how they will provide medical, Group Life and last expense covers to the teachers and their dependants. The scheme implementation plan and methodology should include, but not be limited to the following: -

- Undertake Biometric and USSD/SMS registration for teachers not yet registered
- Management of additions and exits
- Administration of an agreed co-pay at the point of service before service delivery. The co-pay shall be Kenya shillings fifty (KShs 50) per outpatient visit per individual for dental, optical and doctor consultation services. The co-pay shall not be charged in the following cases:
 - Repeat visit for above services within 7 days from date of previous visit
 - When picking medication for chronic conditions which does not require consultation with the doctor after 7 days from last visit.
- Members education and sensitization on Healthcare, Group Life and Last expense
- Portability with no restrictions where members should seek services within the agreed panel of providers.
- Panel of accredited medical service providers/Specialists for all the components outlined above (per category)
- Hospitals (Both Local and International)
- Clinics
- Dental Clinics
- Optical Clinics
- Contracted specialists
- Contracted Ambulance services
- Scheme implementation timetable
- Claims management procedures
- Customer Service methodology
- Member communications systems
- Scheme management and performance reporting structures
- Service Level agreements
- Cost control systems on utilization and entitlements of benefits
- 24/7 call centre services
- Fraud control systems on prevention of Medical fraud / Fraud management

- Air (fix-wing and helicopter) and road evacuation
- International flight for patient and one accompanying person
- IT systems to be deployed for scheme management and administration
- Value add / additional services: You may give details of any further value addition or additional services you propose to provide, over and above what is outlined under 'SCOPE OF SERVICE' above.

TERMS OF PAYMENT

Payment shall be made by the Procuring entity on cash and carry terms for all insurance premiums as per provisions of the Insurance Act. For capitation and related payments, payments shall be done quarterly in advance.

INFORMATION AND FACILITIES TO BE PROVIDED BY THE COMMISSION

All the information that the winning bidder will require in order to fully execute the contract will be provided by the commission.

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. The form of tender must be filled for each of the three (3) years. Any form that does not have quotes for the three years shall be considered unresponsive and shall not be assessed beyond that. 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.
7. **Non-Debarment statement**
8. **Integrity Declaration form**

Form of Tender

To: Date

Name and address of procuring entity

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:

Option 1:

[Total Tender amount in words and figures]

Option 2:

a)

b)

[Total Tender amount in words and figures]

Option 3:

[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 authorised to sign tender for and on behalf of

PRICE SCHEDULE FORM

(Note: TSC shall be at liberty to choose any of lowest evaluated options below)

OPTION 1 – FULLY INSURED SCHEME

Component	Financing Model	Scope	1st year (KShs.) Inclusive of Taxes	2nd year (KShs.) Inclusive of taxes	3rd year (KShs.) Inclusive of Taxes
Outpatient	Fully Insured	As per the schedule of benefits mentioned in paragraph E.			
Inpatient					
Dental					
Optical					
Maternity					
Group Life					
Last expense (Funeral)					
Evacuation Allocation					
International Travel and Referral Allocations					
Excess Over Loss					
Administrative Fee					
Actuarial Fee					
USSD/SMS/ICT and Call Centre Services					
SUB-TOTAL INCLUSIVE OF ALL TAXES					
TOTAL QUOTE IN KSHS. ALL TAXES INCLUSIVE			KShs.	KShs.	KShs.
GRAND TOTAL FOR THE THREE YEARS KSHS. (TAKE THIS FIGURE TO THE FORM OF TENDER)					

OPTION 2- HYBRID MODELS

Hybrid Financing Model (Inpatient – Self Fund)

Component	Financing Model	Scope	1st year (KShs.) Inclusive of Taxes	2nd year (KShs.) Inclusive of Taxes	3rd year (KShs.) Inclusive of Taxes
Outpatient	Capitation	As per the schedule of benefits mentioned in paragraph E.			
Dental	Capitation				
Optical	Capitation				
Maternity	Capitation				
Group Life	Fully insured				
Last expense (Funeral)	Fully Insured – flat rate				
Evacuation Allocation	Fully Insured				
International Travel and Referral Allocations	Fully Insured				
Excess Over Loss	Fully Insured				
Administrative Fee	Fixed				
Actuarial Fee	Fixed				
USSD/SMS/ICT and Call Centre Services	Fixed				
SUB-TOTAL INCLUSIVE OF ALL TAXES					
TOTAL QUOTE IN KSHS. INCLUSIVE OF ALL TAXES			KShs.	KShs.	KShs.
TOTAL FOR THE THREE YEARS KSHS. (TAKE THIS FIGURE TO THE FORM OF TENDER)					

Note 1: Provide an estimated cost of claims for self-funded in-patient model (Not to be included in your quote). This will guide TSC in deciding the in-patient self-fund to set aside).

No	Component	Financing Model	Scope	1st year (KShs.) All Taxes Inclusive	2nd year (KShs.) All taxes Inclusive	3rd year (KShs.) All Taxes Inclusive
	Inpatient	Self-funded	As per the schedule of benefits mentioned in paragraph E.			
TOTAL INCLUSIVE OF ALL TAXES						

Hybrid Financing Model (Inpatient - Fully insure)

Component	Financing Model	Scope	1st year (KShs.) Inclusive of Taxes	2nd year (KShs.) Inclusive of Taxes	3rd year (KShs.) Inclusive of Taxes
Outpatient	Capitation	As per the schedule of benefits mentioned in paragraph E.			
Dental	Capitation				
Optical	Capitation				
Maternity	Capitation				
Group Life	Fully insured				
In –Patient	Fully Insured				
Last expense (Funeral)	Fully Insured – flat rate				
Evacuation Allocation	Fully Insured				
International Travel and Referral Allocations	Fully Insured				
Excess Over Loss	Fully Insured				
Administrative Fee	Fixed				
Actuarial Fee	Fixed				
USSD/SMS/ICT and Call Centre Services	Fixed				
SUB-TOTAL INCLUSIVE OF ALL TAXES					
TOTAL QUOTE IN KSHS. INCLUSIVE OF ALL TAXES			KShs.	KShs.	KShs.
TOTAL FOR THE THREE YEARS KSHS. (TAKE THIS FIGURE TO THE FORM OF TENDER)					

OPTION 3- CAPITATION FINANCING MODEL

Component	Financing Model	Scope	1st year (KShs.) All Taxes Inclusive	2nd year (KShs.) All taxes Inclusive	3rd year (KShs.) All Taxes Inclusive
Outpatient	Capitation	As per the schedule of benefits mentioned in paragraph E.			
Inpatient	Capitation				
Dental	Capitation				
Optical	Capitation				
Maternity	Capitation				
Group Life	Fully Insured				
Last expense (Funeral)	Fully Insured				
Evacuation Allocation	Capitation				
International Travel and Referral Allocations	Fully Insured				
Excess Over Loss	Fully Insured				
Administrative Fee	Fixed				
Actuarial Fee	Fixed				
USSD/SMS/ICT and Call Centre Services	Fixed				
TOTAL QUOTE IN KSHS. ALL TAXES INCLUSIVE			KShs.	KShs.	KShs.
TOTAL FOR THE THREE YEARS KSHS.					
(TAKE THIS FIGURE TO THE FORM OF TENDER					

N/B: PLEASE ENSURE THAT YOU PROVIDE THREE (3) FORMS OF TENDER FOR EACH FOUR MODELS (FULLY INSURED, CAPITATION AND TWO HYBRIDGE MODELS)

TEACHERS SERVICE COMMISSION SHALL AWARD TENDER TO THE FIRM WITH THE LOWEST EVALUATED MODEL

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 GPA cover and has accepted a tender by the tenderer for the supply of the services in the sum of _____ [contract price in words in figures] (hereinafter called “the Contract Price”).

NOW THIS AGREEMENT WITNESSTH AS FOLLOWS:-

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

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

Signed, sealed, delivered by _____ the _____ (for the Procuring entity)

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

CONFIDENTIAL BUSINESS QUESTIONNAIRE

You are requested to give the particular indicated in Part 1 and either Part 2(a), 2(b), or 2(c) whichever applies to your type of business. You are advised that it is a serious offence to give false information on this Form.

Part 1 - General:

Business Name

Location of business premisesPlot 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.				

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.				

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:
 - i. fails or refuses to execute the Contract Form, if required; or
 - ii. fails or refuses to furnish the performance security, in accordance with the Instructions to tenders.

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

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

[Authorized Signatories and official stamp of the Bank]

(Amend accordingly if provided by Insurance Company)

PERFORMANCE SECURITY FORM

To:
[Name of procuring entity]

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

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

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

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

This guarantee is valid until the _____ day of _____
20 _____

Signature and seal of the Guarantors

[Name of bank of financial institution]

[Address]

[Date]

(Amend accordingly if provided by Insurance Company)

LETTER OF NOTIFICATION OF AWARD

Address of Procuring Entity

To: _____

RE: Tender No. _____

Tender Name _____

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

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

(FULL PARTICULARS) _____

SIGNED FOR ACCOUNTING OFFICER

INTEGRITY DECLARATION

I/We/Messrs..... of
Street/avenue, Building, P. O. BoxCode, of (town),
..... (Nationality), 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, pursuant to Section 62 of the Public Procurement & Asset
Disposal Act, 2015, in connection with

Tender name:

Tender No.

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

Dated this day of 20.....

Authorized Signature..... Official Stamp
.....

Name and Title of
Signatory.....

NON-DEBARMENT STATEMENT

I/We/Messrs..... of
Street/avenue, Building, P. O. BoxCode, of (town),
..... (Nationality), Phone E-mail declare that I/We
/Messrs are not debarred from participating in
public
procurement by the Public Procurement Oversight Authority pursuant to pursuant to
Section 62 of the Public Procurement & Asset Disposal Act, 2015

Dated this day of 20.....

Authorized Signature..... Official Stamp
.....

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 of20.....in the matter of Tender No.....of20.....

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