



**PROVISION OF MEDICAL INSURANCE SERVICES FOR TSC  
COMMISSIONERS AND SECRETARIAT STAFF**

**(Insurance Underwriters Only)**

**TSC/T/036/2017-2018**

Teachers Service Commission  
Upper Hill, Kilimanjaro Road,  
Private Bag, 00100  
Nairobi

Email: [info@tsc.co.ke](mailto:info@tsc.co.ke)  
Website: <http://www.tsc.go.ke>

**SECTION I ~ INVITATION FOR TENDERS**

**TENDER NO. TSC/T/036/2017 ~ 2018**

**TENDER NAME: Provision of Medical Insurance Services for TSC Commissioners and Secretariat Staff**

- 1.1 The Teachers Service Commission invites sealed tenders from eligible candidates for **Provision of Medical Insurance Services for TSC Commissioners and Secretariat Staff**
- 1.2 Interested eligible candidates may obtain further information and inspect the tender documents from **Supply Chain Management Section, 2nd Floor Podium Wing, Teachers Service Commission House, Kilimanjaro Road Upper Hill** during normal office working hours.
- 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 bankers cheque payable to **The Secretary, Teachers Service Commission**. The Tender documents may also be downloaded from TSC website ([www.tsc.go.ke](http://www.tsc.go.ke)) or Kenya supplier portal ([www.ifmis.go.ke](http://www.ifmis.go.ke)). Tender documents downloaded from the website are free of charge.
- 1.4 Prices quoted should be net inclusive of all taxes, and delivery costs, must be in Kenya Shillings and shall remain valid for 120 days from the closing date of the tender.
  - (a) Completed tender documents are to be enclosed in plain sealed envelopes, marked with the tender number and name and be deposited in the Tender Box at **TSC House Podium Wing, Main Reception Ground Floor** or be addressed to **The Secretary, Teachers Service Commission, P.O Box -00100, Nairobi** so as to be received on or before **29<sup>th</sup> November, 2017 at 11.00 a.m.**
- 1.5 Tenders will be opened immediately thereafter in the presence of the candidates representatives who choose to attend at **Teachers Service Commission House, 3<sup>rd</sup> Floor Podium Wing**.

**NANCY NJERI MACHARIA**  
**COMMISSION SECRETARY**

## SECTION II ~ INSTRUCTION TO TENDERERS

### Table of Clauses

	Page
2.1 Eligible Tenderers.....	4
2.2 Cost of Tendering.....	4
2.3 Contents of Tender document.....	4
2.4 Clarification of Tender document.....	5
2.5 Amendments of Tender document.....	5
2.6 Language of Tenders.....	6
2.7 Documents Comprising the Tender.....	6
2.8 Tender Form.....	6
2.9 Tender Prices.....	6
2.10 Tender Currencies.....	7
2.11 Tenderers Eligibility and Qualifications.....	7
2.12 Tender Security.....	7
2.13 Validity of Tenders.....	8
2.14 Format and Signing of Tenders.....	8
2.15 Sealing and Marking of Tenders.....	8
2.16 Deadline for Submission of Tenders.....	9
2.17 Modification and Withdrawal of Tenders.....	9
2.18 Opening of Tenders.....	10
2.19 Clarification of Tenders.....	10
2.20 Preliminary Examination.....	10
2.21 Conversion to Single Currency.....	11
2.22 Evaluation and Comparison of Tenders.....	11
2.23 Contacting the Procuring Entity.....	12
2.24 Post-Qualification.....	12
2.25 Award Criteria.....	13
2.26 Procuring Entity's Right to Vary Quantities .....	13
2.27 Procuring Entity's Right to Accept or Reject any or all Tenders.....	13
2.28 Notification of Award.....	13
2.29 Signing of Contract.....	14
2.30 Performance Security.....	14
2.31 Corrupt or Fraudulent Practices.....	14

## **SECTION II ~ INSTRUCTIONS TO TENDERERS**

### **2.1. Eligible Tenderers**

- 2.1.1 This Invitation for Tenders is open to all tenderers eligible as described in the Appendix to Instructions to Tenderers. Successful tenderers shall provide the services for the stipulated duration from the date of commencement (hereinafter referred to as the term) specified in the tender documents.
- 2.1.2 The TSC's employees, committee members, board members and their relatives (spouse and children) are not eligible to participate in the tender unless where specially allowed under section 131 of the Act.
- 2.1.3 Tenderers shall provide the qualification information statement that the tenderer (including all members of a joint venture and subcontractors) is not associated, or have been associated in the past, directly or indirectly, with a firm or any of its affiliates which have been engaged by the TSC 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 TSC, 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 be **Kshs.1,000/=**
- 2.2.3 The TSC shall allow the tenderer to review the tender document free of charge before purchase.

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

- 2.3.1 The tender documents comprise the documents listed below and addenda issued in accordance with clause 2.5 of these instructions to tenderers.
- (i) Instructions to Tenderers
  - (ii) General Conditions of Contract
  - (iii) Special Conditions of Contract
  - (iv) Schedule of Requirements

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

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

## 2.4 Clarification of Tender Documents

2.4.1 A Candidate making inquiries of the tender documents may notify the TSC by post, fax or by email at the TSC's address indicated in the Invitation for tenders. The TSC 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 TSC. Written copies of the TSC 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 TSC 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 TSC, for any reason, whether at its own initiative or in response to a clarification

2.5.2 Requested by a prospective tenderer, may modify the tender documents by issuing an **addendum**.

2.5.3 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.

2.5.4 In order to allow prospective tenderers reasonable time in which to take the amendment into account in preparing their tenders, the TSC, 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 TSC, shall be written in English language. Any printed literature furnished by the tenderer may be written in another language provided they are accompanied by an accurate English translation of the relevant passages in which case, for purposes of interpretation of the tender, the English translation shall govern.

## **2.7 Documents Comprising the Tender**

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

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

## **2.8 Form of Tender**

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

## **2.9 Tender Prices**

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

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

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

## **2.10. Tender Currencies**

2.10.1 Prices shall be quoted in Kenya Shillings

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

2.11.1 Pursuant to paragraph 2.1 the tenderer shall furnish, as part of its tender, documents establishing the tenderers eligibility to tender and its qualifications to perform the contract if it's tender is accepted.

2.11.2 The documentary evidence of the tenderer's qualifications to perform the contract if its tender is accepted shall establish to the TSC's satisfaction that the tenderer has the financial and technical capability necessary to perform the contract.

## **2.12. Tender Security**

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

2.12.2 The tender security shall not exceed 2 per cent of the tender price.

2.12.3 The tender security is required to protect the TSC against the risk of Tenderer's conduct which would warrant the security's forfeiture, pursuant to paragraph 2.12.7

2.12.4 The tender security shall be denominated in Kenya Shillings or in another freely convertible currency, and shall be in the form

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

2.12.5 Any tender not secured in accordance with paragraph 2.12.1. and 2.12.3 shall be rejected by the TSC as non-responsive, pursuant to paragraph 2.20.5

2.12.6 Unsuccessful Tenderer's tender security will be discharged or returned as promptly as possible, but not later than thirty (30) days after the expiration of the period of tender validity.

2.12.7 The successful Tenderer's tender security will be discharged upon the tenderer signing the contract, pursuant to paragraph 2.29, and furnishing the performance security, pursuant to paragraph 2.30

2.12.8 The tender security may be forfeited:

- (a) if a tenderer withdraws its tender during the period of tender validity.
- (b) in the case of a successful tenderer, if the tenderer fails:
  - (i) to sign the contract in accordance with paragraph 2.29 or
  - (ii) to furnish performance security in accordance with paragraph 2.30.
- (c) If the tenderer reject correction of an arithmetic error in the tender.

## 2.13. Validity of Tenders

2.13.1 Tenders shall remain valid for 120 days after date of tender opening pursuant to paragraph 2.18. A tender valid for a shorter period shall be **rejected by the TSC as non-responsive.**

2.13.2 In exceptional circumstances, the TSC may solicit the Tenderer's consent to an extension of the period of validity. The request and the responses thereto shall be made in writing. The tender security provided under paragraph 2.12 shall also be suitably extended. A tenderer granting the request will not be required nor permitted to modify its tender.

## 2.14. Format and Signing of Tenders

2.14.1 The tenderer shall prepare an original and a copy of the tender, clearly marking each "ORIGINAL TENDER" and "COPY OF TENDER," as appropriate. In the event of any discrepancy between them, the original shall govern.

2.14.2 The original and all copies of the tender shall be typed or written in indelible ink and shall be signed by the tenderer or a person or persons duly authorized to bind the tenderer to the contract. All pages of the tender, except for un-amended printed literature, shall be initialed by the person or persons signing the tender.

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

## 2.15 Sealing and Marking of Tenders

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



2.15.2 The inner and outer envelopes shall:

- (b) be addressed to the TSC at the address given in the Invitation to Tender.
- (c) bear tender number and name in the invitation to tender and the words, “DO NOT OPEN BEFORE 29<sup>th</sup> November, 2017 at 11.00am.

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 TSC 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 TSC at the address specified under paragraph 2.15.2 not later than 29<sup>th</sup> November, 2017 at 11.00am.

2.16.2 The TSC 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 TSC 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 TSC 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.

2.17.5 Withdrawal of a tender during this interval may result in the Tenderer’s forfeiture of its tender security, pursuant to paragraph 2.12.7.

## **2.18. Opening of Tenders**

- 2.18.1 The TSC will open all tenders in the presence of tenderers' representatives who choose to attend, at **TSC House 3<sup>rd</sup> Floor Podium Wing**. The tenderers' representatives who are present shall sign a register evidencing their attendance
- 2.18.2 The tenderers' names, tender modifications or withdrawals, tender prices, discounts, and the presence or absence of requisite tender security and such other details as the TSC, at its discretion, may consider appropriate, will be announced at the opening.
- 2.18.3 The TSC 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 TSC may, at its discretion, ask the tenderer for a clarification of its tender. The request for clarification and the response shall be in writing, and no change in the prices or substance of the tender shall be sought, offered, or permitted.
- 2.19.2 Any effort by the tenderer to influence the TSC in the TSC'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 TSC 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 TSC may waive any minor informality or non-conformity or irregularity in a tender which does not constitute a material deviation

2.20.4 Provided such waiver does not prejudice or affect the relative ranking of any tenderer.

2.20.5 TSC Prior to the detailed evaluation, pursuant to paragraph 2.20, the TSC 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 TSC's determination of a tender's responsiveness is to be based on the contents of the tender itself without recourse to extrinsic evidence.

2.20.6 If a tender is not substantially responsive, it will be rejected by the TSC and may not subsequently be made the tenderer by correction of the nonconformity.

## **2.21. Conversion to single currency**

2.21.1 Where other currencies are used, the TSC 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 TSC will evaluate and compare the tenders which have been determined to be substantially responsive, pursuant to paragraph 2.20

2.22.2 The TSC'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 TSC 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**

Tenderers shall state their tender price for the payment on schedule outlined in the special conditions of contract. Tenders will be evaluated on the basis of this base price.

Tenderers are, however, permitted to state an alternative payment schedule and indicate the reduction in tender price they wish to offer for such alternative payment schedule. The Procuring entity may consider the alternative payment schedule offered by the selected tenderer.

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

**2.23. Contacting the TSC**

2.23.1 Subject to paragraph 2.19 no tenderer shall contact the TSC 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 TSC 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 TSC will verify and determine to its satisfaction whether the tenderer that is selected as having submitted the lowest evaluated responsive tender is qualified to perform the contract satisfactorily.

2.24.2 The determination will take into account the tenderer financial and technical capabilities. It will be based upon an examination of the documentary evidence of the tenderers qualifications submitted by the tenderer, pursuant to paragraph 2.11.2, as well as such other information as the TSC 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 TSC will proceed to the next lowest evaluated tender to make a similar determination of that Tenderer's capabilities to perform satisfactorily.

## **2.25 Award Criteria**

2.25.1 Subject to paragraph 2.29 the 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.

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. TSC's Right to accept or Reject any or all Tenders**

2.26.1 The TSC 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 TSC's action. If the TSC determines that none of the tenders is responsive, the TSC shall notify each tenderer who submitted a tender.

2.26.2 The TSC shall give prompt notice of the termination to the tenderers and on request give its reasons for termination within 14 days of receiving the request from any tenderer.

2.26.3 A tenderer who gives false information in the tender document about its qualification or who refuses to enter into a contract after notification of contract award shall be considered for debarment from participating in future public procurement.

## **2.27 Notification of Award**

2.27.1 Prior to the expiration of the period of tender validity, the TSC 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 TSC 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 TSC 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 TSC notifies the successful tenderer that its tender has been accepted, the TSC 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 TSC.

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

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

## **2.29 Performance Security**

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

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 TSC 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 TSC 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 TSC will reject a proposal for award if it determines that the tenderer recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question

2.30.3 Further a tenderer who is found to have indulged in corrupt or fraudulent practices risks being debarred from participating in public Procurement in Kenya.

## Appendix to Instructions to Tenderers

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

Instruction to tender reference	Particulars of Appendix to instructions to tenderers
2.1.1	Particulars of eligibility: <b>Insurance Underwriting companies licensed by the Insurance Regulatory Authority.</b>
2.2.2	Price to be charged for tender documents: <b>Kshs.1,000</b> for those who purchase hard copy; free of charge for those who chose to download.
2.9.1	<b>Prices Quoted:</b> Bidders are expected to give total premium with a co-pay of <b>Kshs.200</b>
2.10.1	Tender prices may be quoted in Kenyan Shillings or equivalent in freely convertible currency
2.12.1	Tender security in form of a Bank guarantee is required. The amount of tender security is 2% of the tender sum and must remain valid for 150 days after date of tender opening.
2.13	Validity of tenders: Tenders shall remain valid for <b>120</b> days after date of tender opening
2.16.3	<b>Bulky tenders which do not fit in the tender box shall be delivered to the Supply Chain Office, TSC House 2<sup>nd</sup> Floor, Podium Wing; on or before 29<sup>th</sup> November, 2017 at 11.00 a.m.</b>

## SECTION III ~ GENERAL CONDITIONS OF CONTRACT

### Table of Clauses

	Page
3.1 Definitions.....	17
3.2 Application.....	17
3.3 Standards.....	17
3.4 Use of Contract Documents and Information.....	18
3.5 Patent Rights.....	18
3.6 Performance Security.....	18
3.7 Delivery of Services and Documents.....	19
3.8 Payment.....	19
3.9 Prices.....	19
3.10 Assignment.....	19
3.11 Termination for Default.....	19
3.12 Termination for Insolvency.....	20
3.13 Termination for Convenience.....	20
3.14 Resolution of Disputes.....	20
3.15 Governing Language.....	21
3.16 Applicable law.....	21
3.17 Force Majeure.....	21
3.18 Notices.....	21



## **SECTION III ~ GENERAL CONDITIONS OF CONTRACT**

### **3.1. Definitions**

3.1.1 In this Contract, the following terms shall be interpreted as indicated:

- (a) “The Contract” means the agreement entered into between the Procuring entity and the tenderer, as recorded in the Contract Form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
- (b) “The Contract Price” means the price payable to the tenderer under the Contract for the full and proper performance of its contractual obligations
- (c) “The Services” means services to be provided by the tenderer including any documents, which the tenderer is required to provide to the Procuring entity under the Contract.
- (d) “The Procuring entity” means the organization procuring the services under this Contract
- (e) “The Contractor” means the organization or firm providing the services under this Contract.
- (f) “GCC” means the General Conditions of Contract contained in this section.
- (g) “SCC” means the Special Conditions of Contract
- (h) “Day” means calendar day

### **3.2. Application**

3.2.1 These General Conditions shall apply to the extent that they are not 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 TSC'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 TSC 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 TSC's prior written consent, make use of any document or information enumerated in paragraph 2.4.1 above.
- 3.4.3 Any document, other than the Contract itself, enumerated in paragraph 2.4.1 shall remain the property of the TSC and shall be returned (all copies) to the TSC on completion of the contract's or performance under the Contract if so required by the TSC.

### **3.5. Patent Rights**

- 3.5.1 The Contractor shall indemnify the TSC 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 TSC 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 TSC 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 TSC and shall be in the form of:
- a) Cash.
  - b) A bank guarantee.
  - c) Such insurance guarantee approved by the Authority.
  - d) Letter of credit.
- 3.6.4 The performance security will be discharged by the TSC and returned to the Candidate not later than **thirty (30) days** following the date of completion of the Contractor's performance of obligations under the Contract, including any warranty obligations, under the Contract.

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

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

### **3.8. Payment**

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

3.82. Payment shall be made promptly by the TSC, but in no case later than sixty (60) days after signing of the contract.

### **3.9. Prices**

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

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

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

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

### **3.10. Assignment**

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

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

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

- (a) if the Contractor fails to provide any or all of the services within the period(s) specified in the Contract, or within any extension thereof granted by the TSC.

- (b) If the Contractor fails to perform any other obligation(s) under the Contract
- (c) If the Contract in the judgment of the TSC has engaged in corrupt or fraudulent practices in competing for or in executing the contract

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

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

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

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

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

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

### **3.14 Resolution of Disputes**

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

3.14.2 If after thirty (30) days from the commencement of such informal negotiations both parties have been unable to resolve amicably a contract dispute either party may require that the dispute be referred for resolution to the formal mechanisms specified in the SCC.

### **3.15. Governing Language**

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

### **3.16. Applicable Law**

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

### **3.17 Force Majeure**

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

### **3.18 Notices**

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

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

## EVALUATION CRITERIA

### 1. PRELIMINARY REQUIREMENTS (MANDATORY)

#### Insurance Underwriters Only

S/No.	Documents to be Submitted	Yes/No
1.	Must be a Member of Association of Kenya Insurance (AKI) Copy of Certificate to be attached	
2.	Must be registered with the Insurance Regulatory Authority for the current year 2017 (attach copy of current license)	
3.	Must have been a Medical Insurance Underwriter for not less than 5 years	
4.	Original Tender Security (Bid bond) of Ksh.2% of the tender sum in form of a Bank guarantee or bankers cheque from a reputable Bank in Kenya valid for 150 days from the date of opening of the tenders.	
5.	Copy of valid Certificate of Registration or Incorporation	
6.	Copy of PIN certificate	
7.	Copy of Current Business License	
8.	Copy of valid Tax Compliance Certificate	
9.	Must submit duly filled confidential business questionnaire	
10.	Must have paid up share capital of at least <b>Kshs.1 Billion</b>	
11.	Must have underwritten gross medical insurance premium of Kshs.1 Billion for the three (3) years i.e. 2014, 2015 & 2016.	
12.	The bidder must specify all benefit structures including benefit sub-limits.	
13.	Duly filled, signed and stamped confidential business questionnaire	
14.	The Bidder should have a coverage of 1 Principle Secretariat Staff, 1 Spouse and a maximum of 4 Children (This is a mandatory requirement)(M+5)	

At this stage, the tender's submission will either be responsive or non-responsive. The non-responsive submissions will be eliminated from the entire evaluation process and will not be considered further.

## 2. TECHNICAL EVALUATION CRITERIA

### Insurance Underwriters Only

S/no	EVALUATION CRITERIA	Sub-criteria	Scores
1	<b>Firm's Experience in underwriting business.</b>	<ul style="list-style-type: none"> <li>Number of reputable clients served in the last 3 years (i.e. 2014, 2015 and 2016) in similar medical business (must provide documentary evidence) – <b>1@ = 10mks</b></li> <li>Should have evidence of managing three medical schemes at 10,000 lives each <b>3@3 = 9mks</b></li> </ul>	<p><b>10</b></p> <p><b>9</b></p>
2.	<b>Firm's Financial Capability</b>	<ul style="list-style-type: none"> <li>Three years audited accounts (2014, 2015, &amp; 2016) <b>3@4 –12marks</b></li> <li>Provide evidence of ability and experience to pay medical claims of at least <b>Kshs.750 million per annum in the last three years – 3@3 = 9 marks</b></li> </ul>	<b>21</b>
3.	<b>Qualification &amp; Experience of key personnel</b>	<ul style="list-style-type: none"> <li>Attach CVs and copies of professional/academic certificates of 2 senior staff handling medical scheme and Cvs and copies of 2 care managers.</li> <li>-2 Cvs for Senior Management @2mks =4mks</li> <li>-2 Cvs for Insurance Professionals @2mks=4mks</li> <li>-4 Cvs for medical Professionals @1mk =4mks</li> </ul>	<b>12</b>
4.	<b>Adequacy of Medical Service Providers</b>	<ul style="list-style-type: none"> <li>The Bidder should have a wide network of Medical Service Providers within Nairobi County with at least 40 Medical Service Providers including The 10 Major hospitals in Nairobi listed, and equally distributed within The Nairobi Geographical Region (<b>a list of all contracted hospitals should be provided</b>). <b>10 Major Hospitals @ 2mks and 30 other hospitals @ 2mks.</b></li> <li>The Bidder should also have a wide network of Contracted Medical Service Providers that are spread throughout the remaining 46 Counties/Sub county with at least 3 hospitals in each County <b>1mark for every 5 counties covered = 9 mks</b></li> <li>Evidence of established International network of service provider panel for overseas referrals and should indicate clearly the procedures involved for their referrals – <b>2 mks</b></li> </ul>	<b>15</b>
5.	<b>Air Evacuation Services</b>	<ul style="list-style-type: none"> <li>The Bidder should have Contractual agreements for Emergency Air Evacuation and Road Ambulance Services. (List of companies and their contacts to be provided) – <b>1@3mks</b></li> </ul>	<b>3</b>

6.	<b>Biometric Service Providers</b>	<ul style="list-style-type: none"> <li>The Bidder must demonstrate ability to provide biometric solutions for member identification (Provide SLA with Biometric Service Provider) <b>NB:</b> All TSC Commissioners and Secretariat Staff and their dependants have already been issued with a Biometric Card.</li> </ul>	<b>6</b>
7.	<b>Methodology &amp; Work plan</b>	<ul style="list-style-type: none"> <li>The Bidder to indicate Procedures and Timelines to process Last Expense for principle member – <b>3mks</b></li> <li>The Bidder to Indicate their Claims Reimbursement procedures and Timelines for cash payments – <b>3mks</b></li> <li>The Bidder should Indicate the procedure for refund of prorata premiums for staff who have exited from the Medical Scheme Database – <b>3mks</b></li> <li>Procedure of Handling entries and exits to the Medical Scheme. All new members added to the medical scheme either through Employment, Reinstatements, Marriage or Newly born children will automatically be entitled to the Medical Scheme Benefits and no waiting period will apply. The principle members and their dependants will benefits from the scheme upon being placed on payroll – <b>3 mks</b></li> </ul>	<b>12</b>
7.	<b>Sensitization On Scheme Benefits and Administration</b>	<ul style="list-style-type: none"> <li>Provide detailed work plan for sensitization program for the secretariat’s staff at the Headquarters - <b>4 mks</b></li> <li>Provide detailed Sensitization program for the field’s staff (46 TSC Counties) to be Conducted within 10 weeks. <b>4 mks</b></li> <li>The Total Nights Budget for Training is expected to cost Kshs 1,120,000.00 - <b>4 mks</b></li> </ul>	<b>12</b>
	<b>TOTAL TECHNICAL EVALUATION SCORE</b>		<b>100</b>

Total score for Technical Evaluation is 100 marks. Only bidders who score 75% and above will be considered for Financial Evaluation. Those who score below 75 marks will be eliminated at this stage from the entire evaluation process and will not be considered further.

## b) Financial Evaluation

The Lowest Financial Evaluated Price amongst the bidders with score of 75% and above is to be recommended for award.

### 2.24.4 Award Criteria

Award will be made to the bidder with the lowest evaluated price.



## SECTION IV - SPECIAL CONDITIONS OF CONTRACT

- 4.1. Special Conditions of Contract shall supplement the General Conditions of Contract. Whenever there is a conflict, between the GCC and the SCC, the provisions of the SCC herein shall prevail over these in the GCC.
- 4.2. Special conditions of contract as relates to the GCC

<b>REFERENCE OF GCC</b>	<b>SPECIAL CONDITIONS OF CONTRACT</b>
2.25 Award Criteria	<i>Tender will be awarded to the firm with the highest combined Technical and Financial Score</i>
3.6 Performance security	<i>Performance security required will be 10% of the contract value. Must be in form of bank guarantee valid in Kenya. within 30 days of receipt of contract</i>
3.8 Payment	<i>Payment shall be made after signing of the contract.</i>
3.9 Prices	<i>The prices offered shall be fixed for the period stated in the Tender Invitation.</i>
3.14 Resolution of disputes	<i>In case of a dispute between the TSC and the Supplier, the dispute shall be referred to adjudication or arbitration in accordance with the laws of Kenya.</i>
3.16 Applicable Law	<i>This shall remain Kenyan Law</i>
3.18 Notices	<i>Client: The Secretary Teachers Service Commission Private Bag-00100 Tel: 020-2892000 E-mail: ddprocurement@tsc.go.ke</i>

## SECTION IV - SCOPE OF WORK

### FOR PROVISION OF MEDICAL INSURANCE SERVICES FOR TSC COMMISSIONERS AND SECRETARIAT STAFF

Teachers Service Commission intends to procure a medical insurance cover for its Secretariat Staff, TSC Commissioners and their dependants. The policy will indemnify any loss in medical expenses incurred by the insured in the course of illness and/or accidental hospitalization.

**Period of Cover** ~ 1 Year (1<sup>st</sup> January 2018 to 31<sup>st</sup> December 2018)  
**Time of Cover** ~ 24 Hours

#### Scope of Cover

To provide Medical Insurance Cover specifically Inpatient, Outpatient, Dental, Optical and Maternity cover to Secretariat Staff, Commissioners and their dependants.

Last Expense will be for Principle Member, Spouse and own declared children.

The Family Coverage should be for: - 1 Principle Secretariat Staff }  
 1 Spouse } M+5  
 4 Children }

**Number of Employees = 3,006**

The data provided is as per the TSC Secretariat Payroll for **September 2017** and might be subject to adjustment upwards or downwards before award of the Contract in January 2018.

#### **Salient Features**

<b>Eligibility Age</b>	Children	From birth to 22 years; and up to 25 years subject to proof of full time learning
	Employee and Spouse	Up to 75 Years
<b>Waiting Period</b>	Existing Member	None
	New Employee and Additional Spouse or Newly born Baby	None

No	Job Group	No of Staff In Service
1	D	7
2	E	30
3	F	136
4	G	346
5	H	594
6	J	254
7	K	335
8	L	450
9	M	355
10	N	201
11	P	224
12	Q	46
13	R	14
14	S (Director)	4
15	U&V (State Officers)	10
<b>Total in Service</b>		<b>3,006</b>

## 5. SCHEME ADMINISTRATION REQUIREMENTS

- 5.1.1 The Bidder should also have a wide network of Contracted Medical Service Providers that are spread throughout the 47 Counties with at least 3 hospitals in each County/Sub county.
- 5.1.2 The Bidder should have a wide network of Medical Service Providers within Nairobi County with at least 40 Medical Service Providers that include the 10 Major hospitals in Nairobi listed in their panel and equally distributed within The Nairobi Geographical Region (**a list of all contracted hospitals should be provided**).
- 5.1.3 The payment mode for Insurance premiums will be as per provisions of the Insurance Act and upon signing of the Contract between TSC and the Insurance Company.
- 5.1.4 All new members added to the medical scheme either through Employment, Reinstatements, Marriage or a newly born child will automatically be entitled to the Medical Scheme Benefits and no waiting period will apply. The principle members and their dependants will have full benefits from the scheme upon being placed on payroll.
- 5.1.5 The payment mode for Additional Members to the medical scheme will be upon reconciliation between TSC and the bidder's medical department; this will be done on a quarterly basis.
- 5.1.6 The Bidder should ensure all TSC Secretariat and TSC Commissioners Biometric Smart Cards are programmed with the medical scheme benefit entitlement at the commencement of medical cover i.e. 1<sup>st</sup> January 2018. The bidder will provide cards for staff that will not have their medical cards upon commencement as per the **December 2017 Payroll** data provided.
- 5.1.7 All Secretariat Staff employees and their declared dependants have been issued with biometric smart cards that were procured by The Commission at an earlier date. The bidder is required to request for Biometric Smart Cards for New Employees, New Spouse of Newly born child upon request by the TSC Medical department, **however all replacement smart cards will be requested directly from Smart Applications International Ltd by The Commission.**
- 5.1.8 The bidder should not vary the benefit entitlement and scope of cover Indicated in their Bid document within the 12 months of cover, thus the Commission's employees and their dependants will be guaranteed of Medical cover for the entire 12 months of cover.

## 5.2 SENSITIZATION OF MEMBERS

5.2.1 The Bidder will be expected to sensitize all staff on their current Medical Scheme. The Sensitization will be done both at the TSC Head Quarters and all 46 TSC County offices within the first 2 Months upon award of the Contract.

5.2.2 The Bidder will be required to facilitate transport, per diem for TSC facilitator's staff and all other expenses throughout the 10 week sensitization period. This sensitization will be on the available benefits, exclusions and other crucial issues concerning the medical scheme.

## EMPLOYEE POPULATION DATA AND ANNUAL MEDICAL ENTITLEMENTS

The following is the employee population data arranged from the highest to the lowest job group and their proposed family cover for Inpatient, Outpatient, Maternity, Dental, Optical and Last Expense.

The Bidder is required to indicate the Scope of cover and services they will offer for Inpatient, Outpatient, Maternity, Dental, Optical and Last Expense.

The Bidder must present their benefit structure coverage as per the table below.

<b>TSC COMMISSIONERS AND SECRETARIAT MEDICAL INSURANCE COVERAGE BENEFITS SCHEDULE</b>							
<b>In Service</b>	<b>Job Group</b>	<b>Inpatient</b>	<b>Outpatient</b>	<b>Maternity Cover</b>	<b>Dental Cover</b>	<b>Optical Cover</b>	<b>Last Expense</b>
10	U&V	10,000,000.00	300,000.00	150,000.00	75,000.00	75,000.00	100,000.00
4	S (Dir)	2,000,000.00	150,000.00	150,000.00	25,000.00	25,000.00	100,000.00
14	R	2,000,000.00	100,000.00	150,000.00	20,000.00	20,000.00	100,000.00
46	Q	1,500,000.00	100,000.00	150,000.00	20,000.00	20,000.00	100,000.00
224	P	1,300,000.00	90,000.00	150,000.00	20,000.00	20,000.00	100,000.00
201	N	1,250,000.00	90,000.00	150,000.00	20,000.00	20,000.00	100,000.00
355	M	1,000,000.00	80,000.00	150,000.00	15,000.00	15,000.00	100,000.00
450	L	900,000.00	80,000.00	150,000.00	15,000.00	15,000.00	100,000.00
335	K	750,000.00	70,000.00	150,000.00	15,000.00	15,000.00	100,000.00
254	J	600,000.00	70,000.00	150,000.00	15,000.00	15,000.00	100,000.00
594	H	550,000.00	70,000.00	150,000.00	15,000.00	15,000.00	100,000.00
346	G	500,000.00	70,000.00	150,000.00	15,000.00	15,000.00	100,000.00
136	F	500,000.00	70,000.00	150,000.00	15,000.00	15,000.00	100,000.00
30	E	500,000.00	70,000.00	150,000.00	15,000.00	15,000.00	100,000.00
7	D	500,000.00	70,000.00	150,000.00	15,000.00	15,000.00	100,000.00
3,006							

Upon Successful award of the Tender, The Commission shall require data to be presented by the Bidder in an excel format indicating premiums paid for each benefit cover indicated above once the tender has be awarded. This will be a Mandatory requirement.

**NB:** The Bidder will be required to submit a detailed breakdown of the premium to be paid for each secretariat staff's job group category.

The Bidder must adhere to the Sub-limits listed below:-

TSC COMMISSIONERS AND SECRETARIAT MEDICAL INSURANCE SUB-LIMIT COVERAGE BENEFITS SCHEDULE (WITHIN OVERALL INPATIENT COVER LIMIT)								
In Service	Job Group	Pre-existing, Chronic and HIV Cover	Prematurity and Congenital Illness Cover	1 <sup>st</sup> Emergency Caesarean Section	Maternity Complications Cover	Psychiatric Conditions Cover	Inpatient Dental and Optical Hospitalization Cover as a result of Illness	Inpatient Dental and Optical Hospitalization Cover as a result of Accident
10	U&V	2,000,000	300,000	200,000	Full Inpatient	350,000	300,000	Full Inpatient
4	S (Dir)	1,500,000	300,000	200,000	Full Inpatient	350,000	300,000	Full Inpatient
14	R	1,500,000	300,000	200,000	Full Inpatient	350,000	300,000	Full Inpatient
46	Q	975,000	300,000	200,000	Full Inpatient	350,000	300,000	Full Inpatient
224	P	975,000	300,000	200,000	Full Inpatient	350,000	300,000	Full Inpatient
201	N	975,000	300,000	200,000	Full Inpatient	350,000	300,000	Full Inpatient
355	M	675,000	300,000	200,000	Full Inpatient	350,000	300,000	Full Inpatient
450	L	565,000	300,000	200,000	Full Inpatient	350,000	300,000	Full Inpatient
335	K	450,000	300,000	200,000	Full Inpatient	350,000	300,000	Full Inpatient
254	J	415,000	300,000	200,000	Full Inpatient	350,000	300,000	Full Inpatient
594	H	375,000	300,000	200,000	Full Inpatient	350,000	300,000	Full Inpatient
346	G	375,000	300,000	200,000	Full Inpatient	350,000	300,000	Full Inpatient
136	F	375,000	300,000	200,000	Full Inpatient	350,000	300,000	Full Inpatient
30	E	375,000	300,000	200,000	Full Inpatient	350,000	300,000	Full Inpatient
7	D	375,000	300,000	200,000	Full Inpatient	350,000	300,000	Full Inpatient
3,006								

**A. IN-PATIENT AND OUT-PATIENT MANAGEMENT**

TSC Management and the Insurance Company will agree on additional Service providers to be included on their panel upon request from staff stationed outside Nairobi.

The TSC County Directors will be tasked to update the TSC Headquarters on the progress of the currently appointed providers and recommend for any additional Providers or Medical Specialist.

The Bidder will have to provide a quarterly report on claims experience indicating Inpatient, Outpatient, Dental, Optical and Maternity covers. This will be sent through an excel format (email address to be provided by The Commission).

Member Statements shall be presented by the bidder upon requests by the TSC Medical Team.

Inpatient Maternity Complications shall not have a limit. i.e. Once the Maternity benefit of Kshs 150,000.00 has been exhausted and a complication arises the Inpatient cover shall be utilized to the maximum.

Post Hospitalization Cover shall be to the Maximum of 5 Weeks after discharge and should be covered to a maximum of 50,000.00

Bidder should have a rehabilitation and counseling program for TSC Secretariat Staff.

## **SECTION VI - SCHEDULE OF REQUIREMENTS**

### **4.3 MANDATORY DOCUMENTS AND CONDITIONS TO BE MET BY INSURANCE COMPANY (UNDERWRITERS ONLY)**

4.3.1 Must be a member of Association of Kenya Insurance (AKI) a copy of their Certificate must be submitted.

4.3.2 Must be registered with the Commissioner of Insurance/Insurance Regulatory Authority for the current year 2017.

4.3.3 Must have a paid up Share capital of at least Kshs. 1Billion.

4.3.4 Compliance with statutory requirements (Copy of these documents must be attached)

- a) Copy of Pin Certificate.
- b) Copy of Tax Compliance Certificate.
- c) Copy of Certificate of Registration/ Incorporation.
- d) Copy of Current Business License.

4.3.5 Original Tender Security (Bid bond) of 2% of the contract price in form of a Bank Guarantee or banker's cheque from a reputable Bank in Kenya valid for 150 days from the date of opening of the tenders.

4.3.6 The Insurance Company must have a physical address and provide evidence proving that:-

- a) They are a limited liability company registered under the Companies Act, having been in existence for a minimum period of five (5) years.
- b) They have been underwriting Medical Business for a minimum period of the last five (5) years.

### **4.4 OTHER REQUIRED DOCUMENTS**

4.4.1 The Bidder will be required to give their Company Profile.

4.4.2 Must Submit Audited Financial Statements accounts for the last (3) years i.e. 2014, 2015 and 2016. NB: The Audited Accounts should be dully signed and stamped by a registered and recognized firm.

4.4.3 Must have underwritten a minimum of Kshs 1 Billion gross medical insurance premium for years – 2014, 2015 and 2016.

- 4.4.4 Must submit a **list** of at least ten (15) reputable clients for Medical Insurance policies that they have underwritten in the last 3 years, and indicate client premiums for each i.e. 2014, 2015 and 2016.

*NB: Generic letters will not be accepted i.e. the letters should indicate clearly the business was for medical insurance and not “general insurance businesses”.*

- 4.4.5 Should have evidence of managing three medical schemes at 10,000 lives each.
- 4.4.6 Must have Regional presence with offices in at least 7 Major Counties in Kenya.
- 4.4.7 Demonstrate and provide evidence of ability and experience to pay Medical claims of at least Kshs. 750 Million per annum in the last three (3) years.
- 4.4.8 Must attach at least 2 CV’s for each of their **Insurance Professionals** i.e. Executive Managers, Business Development Managers, Claims Managers and Medical Underwriters e.t.c
- 4.4.9 Must attach at least 2 CV’s of their **Medical Professionals** i.e. Care Managers.

#### **4.5 METHODOLOGY AND WORKPLAN**

- 4.5.1 The Bidder should elaborate in details the **Methodology** and **Work plan** for the following services and procedures:-
- a) Must have 24hrs/7 days operational Call Centre for enquiries and emergencies *“Numbers to be included in their policy document”*.
  - b) Must provide a portable Biometric Member Identification solution that identifies eligible members, enables member utilization monitoring and reporting capabilities. NB: A Biometric Infrastructure should have been installed on all their contracted service providers before commencement of medical cover.
  - c) Must have an established International network of service provider panel for overseas referrals.

- d) The Bidder must demonstrate capacity to prevent and manage medical fraud and measures taken in their invoicing and payment systems.
- e) The Role of Medical Professionals who will handle the TSC Medical Scheme.
- f) The Role of Insurance Professionals who will handle the TSC Medical Scheme.
- g) The Bidder will be required to inform TSC on procedure of handling suspended providers.
- h) Procedures of handling entries and exits of members to the Medical Scheme.
- i) Time taken to print New/Replacement Cards requested by the Commission. (Cost of replacement card, should be clearly indicated)
- j) Emergency Air Evacuation and Road Ambulance Services. (Indicate Companies Contracted to offer these services).
- k) Overseas Extension of Cover/ Emergency overseas referrals and procedures to be followed.
- l) Procedures and Timelines to process Last Expense for a deceased principle member or their declared dependants (Spouse and Own Children).
- m) Bidder should indicate the scope of Post Hospitalization offered.
- n) Procedures the Bidder will use for Emergency/Planned and Scheduled admissions.
- o) Cash Claims Reimbursement procedures and Timelines. (Documents Required)
- p) Indicate the procedure for refund of prorata premiums for staff who have exited from the Medical Scheme Database.
- q) Timeline for payment of premiums for additional staff to the Medical Scheme.
- r) The Bidder will be required to organize for a wellness program for the Principle Secretariat Staff and their spouses both at the TSC Headquarters and TSC Counties within the Contract Period, or have alternative of including the wellness benefit on the member's biometric cards. (This should be a stand-alone entitlement i.e. not within out-patient benefit)
- s) Exclusions for Inpatient and Outpatient Cover benefits.



## SECTION VII ~ STANDARD FORMS

### Notes on the standard Forms

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

## 7.1 Form of Tender

To:  
TSC

Date  
Tender No.....  
Tender Name.....

Gentlemen and/or Ladies:-

1. Having examined the Tender documents including Addenda No. (*Insert numbers*) ..... the receipt of which is hereby duly acknowledged, we the undersigned, offer to provide Insurance Services under this tender in conformity with the said Tender document for the sum of .....  
.....[*Total Tender amount in words and figures*]  
or such other sums as may be ascertained in accordance with the Schedule of Prices attached herewith and made part of this Tender.
2. We undertake, if our Tender is accepted, to provide the Insurance Cover Services in accordance with the conditions of the tender.
3. We agree to abide by this Tender for a period of .....[*number*] days from the date fixed for Tender opening of the Instructions to Tenderers, and it shall remain binding upon us and may be accepted at any time before the expiration of that period.
4. This Tender, together with your written acceptance thereof and your notification of award, shall constitute a Contract between us subject to the signing of the contract by both parties.
5. We understand that you are not bound to accept the lowest or any tender you may receive.

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 2017

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

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

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

## Price Schedule Form

ITEM NO.	DESCRIPTION OF INSURANCE COVER	TOTAL PREMIUM WITH CO-PAY (KSHS.)
1.	INPATIENT COVER	
2.	OUTPATIENT COVER	
3.	DENTAL COVER	
4.	OPTICAL COVER	
5.	MATERNITY COVER	
6.	LAST EXPENSE COVER	
	<b>TOTAL PREMIUM</b>	

## 7.2 Contract Form

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

WHEREAS the Procuring entity invited tenders for the Medical Services 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 \_\_\_\_\_

### 7.3 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 premises.....  
 Plot No. ....Street/Road.....  
 Postal Address ..... Tel.No..... Email .....  
 Nature of business .....  
 Registration Certificate No. ....  
 Maximum value of business which you can handle at any one time - Kshs.  
 Credit Period.....  
 Name of your bankers ..... Branch .....

**Part 2(a) – Sole Proprietor:**

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

**Part 2(b) – Partnership**

Give details of partners as follows

	<u>Name</u>	<u>Nationality</u>	<u>Citizenship Details</u>	<u>Shares</u>
1.	.....	.....	.....	.....
2.	.....	.....	.....	.....
3.	.....	.....	.....	.....
4.	.....	.....	.....	.....
5.	.....	.....	.....	.....

**Part 2(c) – Registered Company:**

Private or public

.....

State the nominal and issued capital of the company –

Nominal Kshs.. .....

Issued Kshs.....

Give details of all directors as follows

	<u>Name</u>	<u>Nationality</u>	<u>Citizenship Details</u>	<u>Shares</u>
1.	.....	.....	.....	.....
2.	.....	.....	.....	.....
3.	.....	.....	.....	.....
4.	.....	.....	.....	.....

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

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

## 7.4 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 tenderer>

KNOW ALL PEOPLE by these presents that WE [*name of bank*] of [*name of country*], having our registered office at [*name of procuring entity*] (hereinafter called <the procuring entity> in the sum of [*state the amount*] for which payment well and truly to be made to the said procuring entity, the Bank binds itself, its successors, and assigns by these presents. Sealed with the Common Seal of the said Bank this \_\_\_\_\_ day of \_\_\_\_\_ 20 \_\_\_\_\_

### THE CONDITIONS of this obligation are:-

1. If the tenderer withdraws its tender during the period of tender validity specified by the procuring entity on the Form; or
2. If the tender, having been notified of the acceptance of its tender by the procuring entity during the period of tender validity
  - (a) fails or refuses to execute the Contract Form, if required; or
  - (b) fails or refuses to furnish the performance security, in accordance with the Instructions to tenders.

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

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

[Authorized Signatories and official stamp of the Bank]

**7.5 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)*

## 7.6 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)* \_\_\_\_\_

\_\_\_\_\_



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

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

BETWEEN

.....APPLICANT

AND

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

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

**REQUEST FOR REVIEW**

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

- 1.
- 2.
- etc.

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

- 1.
- 2.
- etc

SIGNED .....(Applicant)

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

**FOR OFFICIAL USE ONLY**

Lodged with the Secretary Public Procurement Administrative Review Board on ..... day of  
.....20.....

**SIGNED**  
**Board Secretary**