



NATIONAL OPEN TENDER

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

TENDER NO. TSC/T/30/2020-2021

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

CLOSING DATE: WEDNESDAY 2ND DECEMBER, 2020 AT 9.00AM

Table of Contents

SECTION I - INVITATION FOR TENDERS	2
SECTION II - INSTRUCTION TO TENDERERS.....	3
APPENDIX TO INSTRUCTIONS TO TENDERERS (ITT).....	14
SECTION III - GENERAL CONDITIONS OF CONTRACT.....	29
SECTION IV - SPECIAL CONDITIONS OF CONTRACT.....	34
SECTION V - SCHEDULE OF REQUIREMENTS.....	36
SECTION VI - STANDARD FORMS	Error! Bookmark not defined.

SECTION I - INVITATION FOR TENDERS

TENDER NAME: PROVISION OF MEDICAL INSURANCE COVER FOR TSC COMMISSIONERS AND SECRETARIAT STAFF.

TENDER NO: TSC/T/30/2019-2020

- 1.1 The Teachers Service Commission invites sealed tenders from eligible Insurance Registered as Medical Insurance Providers (**Underwriters only**) for the Provision of Medical Insurance Cover for Teachers Service Commissioners and Secretariat Staff.
- 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 at the Supply Chain Management office during normal working hours.
- 1.3 Tenders must be accompanied by a Tender Security of **Kshs. 7,500,000.00 (Seven Million Five Hundred Thousand only)** in form of Bank 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 remain valid for 150 days from the date of tender opening. *The Teachers Service Commission shall seek confidential information on all tender securities issued by tenderers to confirm their authenticity and validity.*
- 1.4 A complete set of tender documents may be obtained by interested candidates upon payment of a non-refundable fee of KShs. 1,000.00 Payable to **Teachers Service Commission** at National Bank of Kenya **Account No. 01001000905000, Harambee Avenue** Branch or Bankers Cheque and present the bank slip to TSC Cash office for official receipt. The document may be downloaded free of charge from the following website: www.tsc.go.ke. Or www.tenders.go.ke.
- 1.5 Prices quoted should be net inclusive of all Government Taxes, Training costs and must be in Kenya Shillings and shall remain valid for 120 days from the closing date of the tender.
- 1.6 Completed tender documents marked **PROVISION OF MEDICAL INSURANCE COVER FOR TSC COMMISSIONERS AND SECRETARIAT STAFF - TENDER NO: TSC/T/030/2020-2021** must be enclosed in plain sealed envelope 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 **Wednesday 2nd December, 2020 at 9:00 a m.**
- 1.7 Tenders will be opened immediately thereafter in the presence of tenderers or their representatives who choose to attend the opening exercise at Teachers Service Commission House, 3rd Floor Podium Wing. *Following the Ministry of Health Protocols on the containment of COVID – 19 only one representative from one company will be allowed.*
- 1.8 All clarifications and/or addendums will be posted on TSC Website. Any request for clarifications be sent to: ddprocurement@tsc.go.ke.
- 1.9 Any addendums issued by Teachers Service Commission shall form part of the Tender Document

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.....	5
2.7 Documents Comprising the Tender.....	5
2.8 Tender Form.....	6
2.9 Tender Prices.....	6
2.10 Tender Currencies.....	6
2.11 Tenderers Eligibility and Qualifications.....	6
2.12 Tender Security.....	6
2.13 Validity of Tenders.....	7
2.14 Format and Signing of Tenders.....	7
2.15 Sealing and Marking of Tenders.....	8
2.16 Deadline for Submission of Tenders.....	8
2.17 Modification and Withdrawal of Tenders.....	8
2.18 Opening of Tenders.....	9
2.19 Clarification of Tenders.....	9
2.20 Preliminary Examination.....	9
2.21 Conversion to Single Currency.....	10
2.22 Evaluation and Comparison of Tenders.....	10
2.23 Contacting the Teachers Service Commission.....	11
2.24 Post-Qualification.....	11
2.25 Award Criteria.....	11
2.26 Teachers Service Commission’s Right to Accept or Reject any or all Tenders.....	12
2.27 Notification of Award.....	12
2.28 Signing of Contract.....	12
2.29 Performance Security.....	13
2.30 Corrupt or Fraudulent Practices.....	13

SECTION 11 –INSTRUCTIONS TO TENDERS

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 Teachers Service Commission’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 Teachers Service Commission 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 Teachers Service Commission, 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 Teachers Service Commission 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 Teachers Service Commission by post, fax or by email at the Teachers Service Commission's address indicated in the Invitation for tenders. The Teachers Service Commission 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 Teachers Service Commission. 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 Teachers Service Commission 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 Teachers Service Commission, for any reason, whether at its own initiative or in response to a clarification requested by a prospective tenderer, may modify the tender documents by issuing and addendum.

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

2.5.3 In order to allow prospective tenderers reasonable time in which to take the amendment into account in preparing their tenders, the Teachers Service Commission, 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 Teachers Service Commission, 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 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 Teachers Service Commission's satisfaction that the tenderer has the financial and technical capability necessary to perform the contract.

2.12. Tender Security

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

2.12.2 The tender security shall be 2% of the tender price paid in form of Bank Guarantee or Insurance firm approved by PPRA and shall be valid for 150 days from the date of tender opening.

2.12.3 The tender security is required to protect the Teachers Service Commission 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 Teachers Service Commission 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 Teachers Service Commission as non-responsive.

2.13.2 In exceptional circumstances, the Teachers Service Commission 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 authorized to bind the tenderer to the contract. All pages of the tender, except for un-amended printed literature, shall be initialed by the person or persons signing the tender.

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

2.15 Sealing and Marking of Tenders

2.15.1 The tenderer shall seal the original and the copy of the tender in separate envelopes, duly marking the envelopes as “ORIGINAL TENDER” and “COPY OF TENDER”.

The envelopes shall then be sealed in an outer envelope.

2.15.2 The inner and outer envelopes shall:

- a) Be addressed to Teachers Service Commission 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 **Wednesday 2nd December, 2020 at 9:00 a m.**”

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

2.15.4 If the outer envelope is not sealed and marked as required by paragraph 2.15.2, the Teachers Service Commission 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 Teachers Service Commission at the address specified under paragraph 2.15.2 not later than **WEDNESDAY 2ND DECEMBER, 2020 AT 9.00 AM.**

2.16.2 The Teachers Service Commission 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 Teachers Service Commission 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 Teachers Service Commission 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 Teachers Service Commission 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 Teachers Service Commission will open all tenders in the presence of tenderers' representatives who choose to attend, **on Wednesday 2nd December, 2020 at 9:00 a m.** and in the location specified in the invitation for tenders. The tenderers' representatives who are present shall sign a register evidencing their attendance

2.18.2 The tenderer's names, tender modifications or withdrawals and the presence or absence of requisite tender security and such other details as the Teachers Service Commission, at its discretion, may consider appropriate, will be announced at the opening.

2.18.3 The Teachers Service Commission 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 Teachers Service Commission 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 Teachers Service Commission in the Teachers Service Commission'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 Teachers Service Commission 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 Teachers Service Commission 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 Teachers Service Commission 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 Teachers Service Commission'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 Teachers Service Commission 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 Teachers Service Commission 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 Teachers Service Commission will evaluate and compare the tenders which have been determined to be substantially responsive, pursuant to paragraph 2.20
- 2.22.2 The Teachers Service Commission'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 Teachers Service Commission 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 Teachers Service Commission's required delivery time will be treated as nonresponsive 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 Teachers Service Commission 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 Teachers Service Commission.

2.23.1 Subject to paragraph 2.19.2 no tenderer shall contact the Teachers Service Commission 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 Teachers Service Commission 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 Teachers Service Commission 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 Teachers Service Commission 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 Teachers Service Commission 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 Teachers Service Commission 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. Teachers Service Commission's Right to accept or Reject any or all Tenders

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

2.26.2 The Teachers Service Commission 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 Teachers Service Commission 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 Teachers Service Commission 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 Teachers Service Commission 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 Teachers Service Commission notifies the successful tenderer that its tender has been accepted, the Teachers Service Commission 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 Teachers Service Commission.

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 Teachers Service Commission 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 Teachers Service Commission 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 Teachers Service Commission 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 Teachers Service Commission 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 insurance cover for Teachers service commissioners and Secretariat Staff 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	Particulars of appendix to instructions to tenderers
2.1.	<p>Eligible Tenderers Particulars of eligible tenderers: General Insurance Underwriting Companies Only Registered and Licensed by the Insurance Regulatory Authority and Licensed as Medical Service Provider with valid License/Certificate for the year 2020.</p>
2.1.2	Teachers Service Commissions employees, committee members, board members and their relatives (spouse and children) are not eligible to participate in the tender.
2.1.4	Tenderers involved in the corrupt or fraudulent practices or debarred from participating in public procurement shall not be eligible.
2.2.2	A complete hard copy tender document 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 ; and attach a copy of receipt to the Tender Document. Alternatively, the document may be downloaded for free from the TSC websites by visiting www.tsc.go.ke or www.tenders.go.ke
2.3 2.3.2	<p>Contents of Tender Document The tender documents comprise the documents listed below and any addenda which may be issued in accordance with clause 2.5 of these instructions to tenderers.</p> <ul style="list-style-type: none"> (i) Instructions to Tenderers (ii) General Conditions of Contract (iii) Special Conditions of Contract (iv) Schedule of Requirements (v) Scope of Cover - 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) Declaration Form (xiii) Request for Review Form (xiv) Evaluation Criterion <p>The Tenderer is expected to examine all instructions, forms, terms and specification in the tender document. Failure to furnish all information required by the tender document or submission of a tender not substantially responsive to the tender document requirements in every respect will be at the tenderers risk and may result in the rejection of the tender.</p>
2.4 2.4.1	<p>Clarification of Tender Documents A Candidate making inquiries on the tender document may notify the Commission by email address: ddprocurement@tsc.go.ke. The Teachers Service Commission will respond in writing to any request for clarification of the tender document, which it receives not later than seven (7) days prior to the deadline for the submission of the tenders. Tenderers are advised to request for any</p>

ITT	Particulars of appendix to instructions to tenderers
2.4.2 2.4.3	<p>clarification within the first seven (7) days from the date of the advertisement to avoid last minute enquiries which may inconvenient the process and other bidders. 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 or may be sent to the Print Media as an Addendum.</p> <p>The Commission shall reply to any clarifications sought by the tenderer within 3 days of receiving the request to enable tenderers make timely submission of their tenders.</p> <p>There shall not be Preference allowed in the evaluation of this tender</p>
2.7.0 2.7.1	<p>Documents Comprising the Tender</p> <p>All bidders applying for this tender shall fill, sign and stamp the following attached mandatory forms in the formats provided:</p> <ol style="list-style-type: none"> a) Form of Tender b) Price Schedule c) Confidential Business Questionnaire d) Integrity Declaration form e) Non-debarment form. f) PRESIDENTIAL EXECUTIVE ORDER NO. 2 OF 2018
2.5.0 2.5.1 2.5.2 2.5.3	<p>Amendment of Tender Documents</p> <p>At any time prior to the deadline for submission of tenders, the Commission, for any reason, whether at its own initiative or in response to a clarification requested by a prospective tenderer, may modify the tender document by issuing an addendum.</p> <p>All prospective tenderers who have obtained the tender documents will be notified of the amendment by email or through print media and such amendments shall be binding on them.</p> <p>In order to allow prospective tenderers reasonable time in which to take the amendment into account in preparing of their tenders, the Commission, at its discretion, may extend the deadline for the submission of tenders.</p>
2.6.1	<p>The tender prepared by the tenderers, as well as all correspondence and documents relating to the tender exchanged by the tenderer and TSC, shall be written in English language.</p>
2.8.1	<p>The tenderer shall complete the Tender Form and the Price Schedule furnished in the tender documents in the format provided any deviation shall lead in to disqualification.</p>
2.10	<p>Prices shall be quoted in Kenya Shillings only.</p>
2.12	<p>Tenders must be accompanied by a Tender Security of Kshs. 7,500,000.00 (Seven Million Five Hundred Thousand Only) from a reputable bank or from an insurance company approved by PPRA (formerly PPOA), payable to the Commission Secretary, Teachers Service Commission. The tender security must be valid for 150 days from the date of tender opening. Self-issued Tender Securities will not be accepted.</p>
2.12.9	<p>The tender security may be forfeited:</p> <ol style="list-style-type: none"> 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: <ol style="list-style-type: none"> i. to sign the contract in accordance with paragraph 2.29 or ii. To furnish performance security in accordance to the instructions in the SCC

ITT	Particulars of appendix to instructions to tenderers
2.12.10 2.12.1	<p>Performance Security</p> <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>
2.1.30 2.1.31	<p>Tender Validity</p> <p>Tenders shall remain valid for 120 days from the date of tender opening.</p>
2.13.2	<p>In exceptional circumstances, the Commission may extend the tender validity period for a maximum of 30 days.</p>
2.14	<p>Tender Submission</p> <p>The tenderer shall prepare one original and one 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.</p> <p>THE BIDDERS MUST SUBMIT ONE ORIGINAL AND ONE COPY PROPERLY BOUND, PAGINATED, SIGNED AND STAMPED.</p>
2.16.1	<p>Completed tender documents must be enclosed in plain sealed envelopes, marked with the tender number and tender name shall 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, Wednesday 2nd December, 2020 at 9:00 a m.</p> <p><i>NB: Submissions of bids through Post Office must also comply with the deadline of Wednesday 2nd December, 2020 AT 9.00 am</i></p>
2.16.3	<p>Bulky tenders which do not fit in the tender box shall be delivered and recorded at the Procurement Division located at TSC House, 2nd Floor Podium wing</p>
2.17 2.17.1	<p>Modification and Withdrawal of Tenders</p> <p>The tenderer may modify or withdraw its tender after the tender’s submission but before tender opening, provided that a written notice of the modification, including substitution or withdrawal of the tenders, is received by the Commission prior to the time and date of tender opening.</p>
2.22 2.22.1 2.22.3	<p>Evaluation and Comparison of Tenders</p> <p>The Commission shall evaluate and compare the tenders which have been determined to be substantially responsive based on the set evaluation criterion only.</p> <p>The tender evaluation committee shall evaluate the tender within 30 days from the date of opening the tender.</p>
2.23 2.23.1 2.23.2	<p>Contacting the Contacting Teachers Service Commission</p> <p>No tenderer shall contact the Commission on any matter relating to its tender, from the date of the tender opening to the date the Letters of Notification of award are issued to all tenderers.</p> <p>Any effort by a tenderer to influence the Commission in its decisions on tender evaluation, tender comparison, or contract award shall result in the rejection or disqualification of the Tenderers’ tender.</p>
2.24 2.24.1	<p>Post-qualification</p>

ITT	Particulars of appendix to instructions to tenderers
2.24.2 2.24.3	<p>The Commission will verify and determine to its satisfaction whether the successful bidder who has been selected as having submitted the lowest evaluated responsive tender is qualified to perform the contract satisfactorily.</p> <p>The determination will take into account the tenderer’s financial and technical capabilities. It will be based upon an examination of the documentary evidence of qualifications submitted as well as such other information as the Commission deems necessary and appropriate</p> <p>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 Commission will proceed to the next lowest evaluated tender to make a similar determination of that Tenderer’s capabilities to perform satisfactorily.</p>
2.25 2.25.1 2.25.2	<p>Award Criteria</p> <p>The Commission 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.</p> <p>To qualify for contract awards, the tenderer shall have the following: -</p> <ul style="list-style-type: none"> (a) Necessary qualifications, both technical and financial capability, experience in offering similar service, and resources to facilitate the provision of the service. (b) Legal capacity to enter into a contract for procurement (c) The tenderer 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) The tenderer has not been debarred from participating in public procurement.
2.25.3	<p>Operational Plan.</p> <p>The Teachers Service Commission requires that the services under the invitation for tenders shall be performed at time specified in the schedule of requirements. Tenders offering to perform longer than the Teachers Service Commission’s required delivery time will be treated as Non-Responsive and rejected.</p>
2.26 2.26.1	<p>The Commission’s Right to accept or Reject any or all Tenders</p> <p>The Teachers Service Commission reserves the right to accept or reject any or all tender/s, 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. The Commission shall bear obligation to inform all the affected tenderer/s of the grounds for its action. The termination of the procurement proceeding shall be carried out in accordance to section 63 (PPADA 2015).</p>
2.27 2.27.1 2.27.2	<p>Notification of Award</p> <p>Prior to the expiration of the period of tender validity, the Commission will notify the successful tenderer in writing that its tender has been accepted.</p> <p>The notification of award shall not signify the formation of the contract but will signify the intension to enter into a contract subject to the acceptance by the successful tenderer and signing of the contract between the tenderer and the Commission. Simultaneously the other tenderers shall be notified that their tenders were not successful.</p>
2.28 2.28.3	<p>Signing of Contract</p> <p>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.</p>

ITT	Particulars of appendix to instructions to tenderers
2.28.3	The contract shall only be definitive and binding upon its signatures by the two parties. (Successful Bidder and the Commission)
2.28.4	The Commission and the successful bidder shall sign the contract within 30 days from the date of notification of contract award unless there is an administrative review request.
2.29 2.29.1	Performance Security The successful tenderer shall submit Performance Security in form of a BANK SECURITY of 10% of the contract sum from a recognized bank registered by CBK valid up to 30 days after the end of the contract period.
2.30 2.30.1 2.30.2	Corrupt or Fraudulent Practices The Commission 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. The Commission will reject a proposal for award if it determines that the tenderer recommended for award has engaged in corrupt or fraudulent practices in competing or during the tendering stage for the contract in question.

2.9.1	<p>Price quoted: Bidders are expected to quote the total premium inclusive of all government taxes. The total tender price inclusive of all government taxes shall remain valid for a period of 12 months from 01st January, 2021 to 31st December, 2021 and shall not be either varied or negotiated whatsoever by anybody. However, New entry and Exits shall be discussed and agreed separately by on a prorated basis.</p>												
2.20	<p>PRELIMINARY EXAMINATION – MANDATORY REQUIREMENTS.</p> <table border="1" data-bbox="256 1171 1468 1814"> <thead> <tr> <th data-bbox="256 1171 399 1247">S/No.</th> <th data-bbox="399 1171 1227 1247">Mandatory Requirements</th> <th data-bbox="1227 1171 1468 1247">YES / NO</th> </tr> </thead> <tbody> <tr> <td data-bbox="256 1247 399 1388">MR 1</td> <td data-bbox="399 1247 1227 1388">Must provide a copy of Certificate of Incorporation from the Registrar of Companies under the Company’s Act and must have been in existence for the last ten (10) years.</td> <td data-bbox="1227 1247 1468 1388"></td> </tr> <tr> <td data-bbox="256 1388 399 1566">MR 2</td> <td data-bbox="399 1388 1227 1566">Must provide a valid Membership Registration Certificate from the Association of Kenya Insurers (AKI) for the year 2020. <i>Attach a valid copy of Certificate.</i></td> <td data-bbox="1227 1388 1468 1566"></td> </tr> <tr> <td data-bbox="256 1566 399 1814">MR 3</td> <td data-bbox="399 1566 1227 1814">The underwriters must provide Registration Certificate from the Insurance Regulatory Authority (IRA) for the current year 2020 or a Perpetual Certificate. <i>The Perpetual Certificate must be certified by Commissioner of Oath</i></td> <td data-bbox="1227 1566 1468 1814"></td> </tr> </tbody> </table>	S/No.	Mandatory Requirements	YES / NO	MR 1	Must provide a copy of Certificate of Incorporation from the Registrar of Companies under the Company’s Act and must have been in existence for the last ten (10) years.		MR 2	Must provide a valid Membership Registration Certificate from the Association of Kenya Insurers (AKI) for the year 2020. <i>Attach a valid copy of Certificate.</i>		MR 3	The underwriters must provide Registration Certificate from the Insurance Regulatory Authority (IRA) for the current year 2020 or a Perpetual Certificate. <i>The Perpetual Certificate must be certified by Commissioner of Oath</i>	
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MR 4	The underwriter must have a valid License to underwrite Medical Insurance Services for not less than five years from the date of tender opening. <i>Attach License certificate for 2020 from IRA</i>	
MR 5	Must provide a proof or demonstrate a Gross Written Premium for Medical Insurance Service of not less than Kshs. 2,500,000,000 (Two Billion Five Hundred Thousand) shillings for the year 2019.	
MR 6	Must provide at least four (4) reputable clients of similar magnitude and complexity (Medical Insurance Service) with minimum gross written premium of at least 100 million each <i>Attach certified copies of Reference Letters/Award Letter/Contract from the correspondence Clients or Client's Broker.</i>	
MR 7	Must provide at least fifteen (15) branch Offices excluding Nairobi. <i>Attach certified copies of Single Business Permits/Licenses from the regional county governments. Certification must be done by the Commissioner of Oath.</i>	
MR 8	Must provide an original Tender Security of Kshs. 7,500,000.00 in form of a Bank Guarantee from a reputable financial institution or an insurance company approved by PPRA valid for 150 days.	
MR 9	Must submit copies of Audited Financial Statements for the last two (2) years 2018 & 2019.	
MR 10	Must provide a copy of PIN and VAT certificates.	
MR 11	Must provide a valid copy of Tax Compliance Certificate. <i>Attach a copy of KRA TCC Checker</i>	
MR 12	Must provide a valid copy of 2020 single Business Permit for the Head Office from county government.	
MR 13	Must fill, sign and stamp a confidential business questionnaire in the format provided	
MR 14	Must provide a copy of the current CR12 Form from the registrar of companies which must have been issued in the last	

	two years from the date of tender opening showing a list of company's directors.	
MR 15	Must provide power of attorney for the officer who will commit the organization while signing the Price Schedule, Form of Tender and any other relevant tender document	
MR 16	The bidder must specify all benefit structures including benefit sub-limits and list of exclusions in a separate sheet signed and stamp by an authorized officer.	
MR 17	The bidder must provide evidence of 24hr operational call center.	
MR 18	The bidder must fill, sign and stamp the Non-Debarment Statement Form in the format provided	
MR 19	The bidder must fill, sign and stamp the Integrity Declaration Form in the format provided.	
MR 20	Must Fill, sign and stamp the Form of Tender in the format provided by an authorized officer/director or any appointed officer who have been mandated by the Company through the Power of Attorney to commit the organization. The Form of Tender must be filled with the Total Contract Sum and tender validity period in the format provided. Any Form of Tender that does not have total contract sum and tender validity period shall be rejected or disqualified.	
MR 21	The Form of Tender sum in figures must tally the same in words. Any inconsistency between the sum in figures and words shall lead to disqualification.	
MR 22	Must Fill, sign and stamp the Price Schedule in the format provided by an authorized officer/director or any appointed officer who have been mandated by the Company through the Power of Attorney to commit the organization. The total price in the Price Schedule must tally with tender sum in the Form of Tender. Any discrepancy between the tender price in the Price Schedule and the total sum in the Form of Tender shall lead to disqualification	
MR 23	The bidder must submit a final, dully approved, signed and stamped medical policy cover by an authorized officer. <i>The policy document submitted shall not have other provisions outside the tender document. Any inconsistency between the</i>	

	<p><i>policy document and tender document shall lead to disqualification.</i></p> <p><i>The Commission shall use the policy document for reference during tender evaluation only and the policy shall not be part of the contract agreement.</i></p>	
MR 24	No alteration, or cancellation on the Form of Tender or Price Schedule shall be allowed.	
MR 25	The Medical Insurance Service provider must have a paid up capital of at least Kshs.1 Billion and above on general insurance.	
MR 26	<p>Must provide two (2) firms each with not less than 2,000 Principal Members with not less than 10,000 lives</p> <p><i>Attach certified corresponding copies of Reference Letters/award letter/contract from the above Clients or Client's Broker. Certifications must be done by the Commissioner of Oath.</i></p>	
MR 27	<p>Bidders must attach a commitment letter that it will provide a family Medical Insurance Cover of one (1) Principal Member, one (1) Spouse and maximum four (4) children (M+5) as provided in the tender document.</p> <p><i>Attach a letter in letterhead signed by an authorized officer with a power of attorney.</i></p>	
MR 28	<p>The Bidder must demonstrate ability to provide a robust biometric solution for members' identification and benefit entitlement control.</p> <p><i>Attach evidence of an installed IT system that provides accurate and up to date information on the administration of the scheme</i></p>	
MR 29	Must paginate sequentially, sign and stamp all the bid document pages in following format: <i>1 of 200, 2 of 200, etc.</i>	
MR 30	Must provide affidavit on litigation history for last two (2) years from the date of tender opening. <i>The affidavit must be signed by the Commissioner of Oath.</i>	
MR 31	Must provide evidence copy of Medical Reinsurance SLIP for the year 2020	

BIDDERS MUST MEET THE MANDATORY CRITERIA IN ORDER TO PROCEED TO TECHNICAL EVALUATION. ALL BIDDERS WHO DO NOT MEET ALL THE MANDATORY REQUIREMENTS SHALL BE CONSIDERED NON-RESPONSIVE AND WILL BE ELIMINATED.

TECHNICAL EVALUATION.

S/N	Description	Max Score	Actual Score
TEC 1	<p>Financial Evaluation.</p> <p>a) Must provide evidence of ability and capacity to pay medical claims of not less than Kshs. 300,000,000 per year.</p> <p>Attach evidence from at least two (2) firms @ 5 marks</p>	10	
TEC 2	<p>Firms experience in underwriting business.</p> <p>a) Must provide at least five corporate clients served in the last three (2017, 2018, 2019) years performing similar service - provision of medical insurance cover. Attach corresponding recommendation letters or copies of contract from each of the five firms. @ 1 marks each</p> <p>b) Provide evidences of managing at least 20,000 lives under your medical books for 2018, 2019 or 2020.</p> <p>Below 10,000 Lives @ 1 mark</p> <p>Above 10,000 Lives but below 20,000 Lives @ 5 marks</p> <p>Above 20,000 Lives @ 10 marks</p> <p><i>Lives: Means the Principal Members and the dependants.</i></p> <p><i>M+5 multiply by the No. of employees covered</i></p>	15	
TEC 3	<p>Adequacy of medical Service Providers.</p> <p>a) The Bidder must have a wide network of Medical Service Providers within Nairobi County with at least 40 Medical Service Providers including the 10 Major hospitals equally distributed within the Nairobi Metropolitan.</p>	20	

		<p>Provide a signed contract with at least 5 major hospitals @ 1 mark</p> <p>Note: A major Hospital should have the following six (6) listed features:</p> <ol style="list-style-type: none"> 1. Intensive Care Unit. 2. Theatre. 3. Full Inpatient Service. 4. High Dependency Unit. 5. Newborn Unit. 6. Maternity Unit. <p>The Bidder should also have a wide network of Contracted Medical Service Providers that are spread throughout the remaining 46 Counties.</p> <p><i>Attach a contract agreement with at least 1 major hospital in each County.</i></p> <p>Between 0 -10 contracts @ 1 Mark Between 11 – 30 Contracts @ 5 marks Above 31 contracts @ 10 marks</p> <p>b) The bidder must provide evidence of an established International network of Medical Service providers for Overseas Referrals. Provide evidence of working relations e.g. prove of payments of bills, letters of undertakings or confirmation letters from the hospital.</p>	10		
TEC 4	Air Evacuation Services.	<p>The Bidder should provide Contractual agreements for Emergency Air Evacuation and Road Ambulance Services from at least one (1) for Air Evacuation and three (3) for road ambulance reputable firms in Kenya.</p> <p><i>Attach list of companies, the contact persons signed , corresponding contracts/reference letters or Service level agreements for the last two years @ 5 marks</i></p>	5		
TEC 5	Methodology & Work Plan	<p>The Methodology and Work Pan Must provide detailed scope of the Medical Insurance Cover.</p> <p>a) The Bidder must indicate Procedures and Timelines to process Last Expense for principal members or their dependents</p> <p>b) The Bidder must indicate their Claims Reimbursement procedures and timelines for cash payments</p>	20		

		<p>c) All registered members at the start of the contract period shall utilize all their benefits until the end of the contract period. (Provide a commitment letter confirming the same)</p>	2		
		<p>d) Provide a procedure for handling new entries and exits to the Medical Scheme.</p> <p>i. 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.</p> <p>ii. Principal members and their dependents will benefit from the scheme upon being placed on payroll.</p>	2		
		<p>e) The bidder must specify all the benefit Structures including benefit sub-limits and list of execution. Provide a letter head separate list signed and stamped.</p>	2		
		<p>f) Bidders should indicate how to handle new entry and exits of members during the contract period will be implemented. Provide a letter head signed and stamped in not more than two paged write up. The write up should also explain clearly how the un –utilized premium by a principal member or his family may be credited to the Commission in the event of exit (retirement, dismissal/termination and resignation)</p>	4		
			6		

TEC 6.	<p>Qualification & Experience of Key Personnel.</p> <p>Attach CVs and copies of professional certificates, academic certificates and recommendation letters</p> <p>Senior Manager/Supervisor</p> <p>Ten years' Management experience with five years' specific experience in insurance industry in a senior management position and must have a degree in related Business Management courses with a bias insurance management related course. <i>Attach a CV and certified Academic certificates</i></p> <p>Insurance Professional</p> <p>Professional member of Insurance Institute of Kenya, with five (5) years' specific experience in Medical Insurance Services. <i>Attach a valid Practicing License for 2020</i></p> <p>Medical Professional.</p> <p>a) Doctor/Clinical officer</p> <p>Degree/Diploma in medicine with 3 years' specific practical experience. Must be registered by Clinical Officer's Council Kenya with valid practitioner's License.</p> <p><i>Attach a valid Practicing License for 2020</i></p> <p>b) Nurse</p> <p>Degree or diploma in nursing with three years' experience and must be registered by Nursing Council of Kenya with valid practitioner's License.</p> <p><i>Attach a valid Practicing License for 2020</i></p> <p>c) Pharmacist</p> <p>Degree or Diploma in Pharmacy with five years' experience in Pharmacy and must be registered by Kenya Pharmacy and Poisons Board with valid practitioner's License. <i>Attach a valid Practicing License for 2020</i></p>	10		
TEC 7.	<p>Sensitization of Staff on Scheme Benefits and administration.</p> <p>a) Provide detailed work plan for sensitization program for the secretariat's staff at the Headquarters and counties</p> <p>b) Provide detailed Sensitization program for the field's staff (47 TSC Counties and Sub-counties) that is to be conducted in a period of 10 weeks.</p>	5		

	Value Addition You may give details of any further value-addition services you propose to provide over and above what is outlined under the scope of service.	3		
TEC8.	The total assets value for FY 2019 must be: More than 1Billion but less than 6 Billion @ 1 Mark More than 6 Billion and above @ 7 Marks Liquidity Ration Total Assets/Total Liability 1.2 Ratio @ 2 Marks Above 1.2 Ratio @ 3 Marks	10		
TEC9	Recommendation Letters: Provide recommendation letters in official letterheads from at least five (5) medical service providers in the list of major hospitals signed by the highest ranking Manager of the Hospital @ 1 mark	5		
	Bidders must attain the set Technical criteria 80			
	N/B: CUT OFF POINTS FOR THE TECHNICAL EVALUATION SHALL BE 80 MARKS AND BIDDERS WHO SHALL NOT HAVE ATTAINED THE MARKS SHALL NOT PROCEED TO THE FINANCIAL STAGE OF THE EVALUATION PROCESS.			

In addition to satisfying the technical evaluation, the underwriter must abide by the following requirements and failure to abide will lead to disqualification:

S/No.	BIDDERS TO CONFIRM ABIDING BY THE FOLLOWING	YES / NO	Signature and Date
a.	I commit to provide a medical insurance cover for one principle secretariat staff, his/her spouse and a maximum of four children		
b.	I have ability to roll-out a tailor-made Staff Health and Welfare Program aimed at promotion of overall wellness, health consciousness and managing chronic diseases		
c.	I have the capacity to provide uninterrupted medical services within the East Africa region and the rest of the world		
d.	I have ability to continually provide regular reports on cost of care and risk management options for managing current and future benefit utilization of the fund.		
e.	I have the capacity to independently analyze risks and advise the Commission on options for risk and cost management.		
f.	I confirm that I will contract medical service providers spread out in the all 47 counties		

S/No.	BIDDERS TO CONFIRM ABIDING BY THE FOLLOWING	YES / NO	Signature and Date
g.	I hereby submit a proposal on how to handle new employees joining the scheme and those who are exiting		
h.	I commit to use information technology solution for identification of all scheme members		
I.	Must submit a policy document specifying the benefit for all categories. I further confirm that the policy document shall remain consistent to the terms and conditions of the Tender Document.		
j.	I commit to develop a medical insurance cover that shall support rehabilitation Program and Counselling as a value addition to the service.		
k.	I commit that all new born babies shall be put on cover immediately after confirmation by the parent.		
i.	The chronic and pre-existing condition benefits should not be less than 80% of the overall inpatient cover limit.		
m.	Prematurity and congenital conditions treatments shall not be less than 80% of the overall inpatient cover limit.		
n.	Pre-natal and post-natal maternity complications shall be treated from the inpatient cover so that the maternity cover remains intact at the time of delivery.		
o.	The inpatient cover shall cater for at least one (1) drug and substance rehabilitation confinement in a recognized institution for the principal employee		
p.	The underwriter shall provide Travel Insurance Cover for the Commission staff and luggage(s) when travelling outside the country on official duty upon request without any extra cost.		
q	Must provide names of least four (4) different contact persons who are able to make instant decision on 24hours call for both emergency and non-emergency cases		
r	Must pay excess bills over and above the member's allocation after receiving a commitment from TSC		
x	The annual administration fees rates for biometric solution must be included in the premium price schedule. NB: Some TSC Commissioners and Secretariat Staff and their dependents have already been issued with a Biometric Smart Cards.		
y	Treatment of COVID 19 and its related complications shall be covered		
z	Medically necessitated COVID 19 tests to be covered under out patient		

Bidders must sign and stamp here below, failure to do so will lead to disqualification:

NAME OF THE BIDDER: _____

SIGNATURE: _____

STAMP: _____

All bidders must indicate YE or NO in the blank spaces provided above. Those who indicates NO to any of the requirements shall be disqualified and shall not proceed to next stage of Financial Evaluation.

iii) Stage 3 – Financial Evaluation

The responsive bidder(s) will be considered for Financial Evaluation. At this stage, bidders who have passed Technical Evaluation I & II 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. 7,500,000** from a reputable bank or Insurance approved by PPRA valid for 150 days from the date of tender opening.
- c) **Price schedule:** Must be fully filled, signed and stamped as indicated in the instructions to tenderers.
- d) **Form of tender:** Must be correctly filled, signed and stamped with total contract sum both in figures and word by the Tenderer.

iv) Due diligence/ Post-qualification

Teachers Service Commission may conduct due diligence on the lowest evaluated bidder prior to the Award as per the Public Procurement and Assets Disposal Act, 2015.

The Commission shall verify and determine to its satisfaction whether the tenderer that is selected as having submitted the lowest evaluated bid is responsive and qualified to perform the contract satisfactorily.

v) 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: -

- (a) Necessary qualifications, capability experience, services, equipment and facilities to provide Medical Insurance Cover for all the Commissioners and Secretariat staff in Kenya.
- (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.

TEACHERS SERVICE COMMISSION SHALL ISSUE AN INTENTION LETTER OF AWARD TO THE LOWEST EVALUATED BIDDER

SECTION III ~ GENERAL CONDITIONS OF CONTRACT

Table of Clauses

	Page
3.1 Definitions.....	21
3.2 Application.....	21
3.3 Standards.....	21
3.4 Use of Contract Documents and Information.....	21
3.5 Patent Rights.....	22
3.6 Performance Security.....	22
3.7 Delivery of Services and Documents.....	22
3.8 Payment.....	22
3.9 Prices.....	23
3.10 Assignment.....	23
3.11 Termination for Default.....	23
3.12 Termination for Insolvency.....	23
3.13 Termination for Convenience.....	23
3.14 Resolution of Disputes.....	24
3.15 Governing Language.....	24
3.16 Applicable law.....	24
3.17 Force Majeure.....	24
3.18 Notices.....	24

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 Teachers Service Commission 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 Teachers Service Commission under the Contract.
- (d) “The Teachers Service Commission” means the organization 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 Teachers Service Commission’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 Teachers Service Commission 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 Teachers Service Commission’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 Teachers Service Commission and shall be returned (all copies) to the Teachers Service Commission on completion of the contract's or performance under the Contract if so required by the Teachers Service Commission.

3.5. Patent Rights

3.5.1 The Contractor shall indemnify the Teachers Service Commission 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 Teachers Service Commission 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 Teachers Service Commission 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 Teachers Service Commission 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 Teachers Service Commission 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 Teachers Service Commission 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

3.8.2. Payment shall be made promptly by the Teachers Service Commission, 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 Teachers Service

Commission'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 Teachers Service Commission 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 Teachers Service Commission'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 Teachers Service Commission 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 Teachers Service Commission 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

4.0 Special conditions of contract shall supplement the general conditions of contract, wherever there is a conflict between the GCC and the SCC, the provisions of the SCC herein shall prevail over those in the GCC. **Conditions to be met by the Insurance Underwriters**

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

GCC Ref.	Special condition of contract
3.4.	The Contractor shall not, without the Teachers Service Commission's prior written consent, disclose the Contract, or any provision thereof, or any specification, plan, or information furnished by or on behalf of the Teachers Service Commission in connection therewith, to any person other than a person employed by the contractor in the performance of the Contract.
3.5	The Contractor shall indemnify the Teachers Service Commission 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	<p>Performance Security The successful bidder SHALL submit a Performance Security of 10% of the contract sum in form of a bank guarantee from a reputable Financial Institution in Kenya payable to Teachers Service Commission before signing of the contract within 30 days from the date of Notice of intention to enter into a contract but not earlier than 14 days.</p> <p><i>No contract shall be signed before submission of Performance Security</i> The performance security will be discharged by the Commission 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.</p>
3.8	<p>Payments</p> <p>Payment shall be made on Cash and Carry basis as per the provisions of the Insurance Regulatory Authority Regulation on payment of insurance premiums. The invoice shall be paid within 60 days from the date of submission to the Commission.</p>
3.9	<p>Prices</p> <p>Price changes affecting total price either upwards or downwards shall be permissible only in cases of entry and exits of a member or dependent. The Unit cost per member/ dependent shall hold at all times and shall not be varied whatsoever by anybody. Tender Price indicated in the form of tender and price schedule shall be inclusive of all government taxes.</p> <p>Contract price variations shall not be allowed/accepted within the contract duration – one (1) year</p>
3.10	The Service Provider shall not assign, in whole or in part, its obligations to perform under this Contract, except with the Teachers Service Commission's prior written consent.

3.11	<p>Termination for Default</p> <p>The Commission may, without prejudice to any other remedy for breach of Contract, by written notice of default to the Contractor for terminating the Contract in whole or partially as follows:</p> <p>a) if the Contractor fails to provide any or all of the services within the period(s) thirty (30) days, or within any extension thereof granted by the Commission.</p> <p>(b) If the Contractor fails to perform any other obligation(s) under the Contract</p> <p>(c) If the Contractor in the judgment of the Commission has engaged in corrupt or fraudulent practices in competing for or in executing the contract.</p> <p>The termination notice shall be thirty (30) days from the effective date of termination.</p>
3.12	<p>Termination for Insolvency</p> <p>The Commission 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 Commission. The termination notice shall be thirty (30) days from the effective date of termination</p>
3.13	<p>Termination for Convenience</p> <p>The Commission 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 Commission's convenience, the extent to which performance of the contractor of the contract is terminated.</p> <p>The termination notice shall be thirty (30) days from the effective date of termination.</p> <p>For the remaining part of the contract after termination the procuring entity may elect to cancel the services and pay to the contractor an agreed amount for partially completed services.</p>
3.14 Resolution of Disputes.	<p>The Commission and the successful bidder shall make every effort to resolve disputes arising between them under or in connection with the contract amicably by direct informal negotiations. If both parties fail to resolve the dispute after thirty (30) days from the commencement date of such informal negotiations, either party may refer matter to the Dispute Arbitration of Kenya or Kenya Court of Law.</p>
3.15 Language	<p>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.</p>
3.16 Applicable Law	<p>The contract shall be interpreted in accordance with the laws of Kenya</p>
3.17	<p>Force Majeure</p> <p>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.</p>
3.18 Notices	<p>Addressed to: The Secretary Teachers Service Commission Private Bag-00100, Tel: 020-2892000 E-mail: ceo2016@tsc.go.ke or ddprocurement@tsc.go.ke</p>

SECTION V - SCHEDULE OF REQUIREMENTS

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 TSC Commissioners, Secretariat Staff and their dependents. The policy will indemnify any loss in medical expenses incurred by the insured

Period of Cover - 1 Year (1st January 2021 to 31st December 2021)

Time of Cover - 24 Hours a Day

Scope of Cover

To provide Medical Insurance Cover Specifically for Inpatient, Outpatient, Dental, Optical and Maternity cover to TSC Commissioners, Secretariat Staff and their dependents as provided in both benefit structure and sub-limit tables hereof.

Last Expense

The cover shall include a Last Expense for the Principal Member, spouse and one own declared child as per provided structure.

Coverage

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

Number of Employees = 2,946

The data provided is the Secretariat Payroll for **October, 2020** and might be subject to adjustment upwards or downwards before award of the Contract in January 2021.

No	Job Group	TSC SCALE	No of Staff In Service
1	D		6
2	E		31
3	F		83
4	G		355
5	H		493
6	J		246
7	K		333
8	L		428
9	N		604
10	P	6	239
11	R	4	109
12	S (Directors)	3	9
13	T	2	1
14	U&V (State Officers)	1	9
	Total in Service		2,946

Salient Features

Eligibility Age	Children	From birth to 18 years; From 19 - 25 years' subject to proof of full time learning including children studying in both regional and international institution of higher learnings
	Employee and Spouse	Up to 80 Years
Waiting Period	Existing Member	None
	New Employee and Additional Spouse or Newly born Child	None

Number of Employees = 2,946

The data provided is as per the TSC Secretariat Payroll for **October, 2020** and might be subject to adjustment upwards or downwards after award of the Contract in January 2021.

5.0 SCHEME ADMINISTRATION REQUIREMENTS

5.1.1 The successful bidder shall have a wide network of Contracted Medical Service Providers that are spread in all the 47 Counties with at least one (1) major hospital in each County Headquarters comprising of the following facilities; Intensive Care Unit, High Dependency Unit, Theatre, Full inpatient service and New Born Unit

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 Metropolitan (a list of all contracted hospitals and specialists should be provided).

5.1.3 The bidder should have a wide panel of specialists in every discipline distributed across the country for ease of access by members.

5.1.3 The payment mode for Insurance premiums will be as per provisions of the Insurance Regulatory Authority Regulations 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 shall apply. Principal members and their dependents 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 Commissioners Biometric Smart Cards are programmed with the medical scheme benefit entitlement at the commencement of medical cover i.e. 1st January 2021. The bidder will provide smart cards for staff that will not have their medical cards upon commencement as per the December 2020 Payroll data provided.

5.1.7 All Secretariat Staff employees and their declared dependents 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 Spouses or Newborn children upon request by the TSC medical department.

5.1.8 All replacement of smart cards shall be requested by The Underwriter directly from the biometric cards provider.

5.1.9 The bidder shall not vary the benefit entitlement or scope of cover Indicated in their bid document within the 12 months of the cover, thus the Commission's employees and their dependents will be guaranteed of their full medical entitlement i.e. 100% benefits for the entire 12 months of cover. **This shall be a mandatory requirement.**

5.2 SENSITIZATION OF MEMBERS

5.2.1 The Bidder shall sensitize all staff and Commissioners on the Medical Scheme Cover Policy to ensure that all scheme members are aware about their family benefits as provided in the benefit structure. The Sensitization shall be done both at the TSC Head Quarters and all the 47 TSC County offices within the first 2 Months upon award of the Contract. The exercise shall take a period of 10 weeks.

5.2.2 The sensitization scope will be on the available benefits, scope of cover, exclusions, rights and responsibilities of members pertaining to the cover.

5.2.3 The sensitization fee shall be included as part of premium and bidders are expected to carry out a comprehensive training for the TSC HQ and all the 47 counties. The signed list of attendance shall be submitted to the Commission for verification and confirmation.

5.2.4 The successful bidder who wish to be accompanied by the TSC staff during the sensitization at the counties may request officially with a letter addressed to the Commission Secretary, Teachers Service Commission. The provider shall pay all the allowances for the officer directly from the premium without asking for additional amount.

5.3 EMPLOYEE POPULATION DATA AND ANNUAL MEDICAL ENTITLEMENTS

5.3.1 5.3.1 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.

5.3.2 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:

TSC COMMISSIONERS AND SECRETARIAT STAFF MEDICAL INSURANCE COVERAGE BENEFITS SCHEDULE							
In Service	Job Group	Inpatient	Outpatient	Maternity Cover	Dental Cover	Optical Cover	Last Expense
9	U&V	10,000,000.00	300,000.00	150,000.00	75,000.00	75,000.00	400,000.00
1	T	3,000,000.00	200,000.00	150,000.00	35,000.00	35,000.00	250,000.00
9	S (Dir)	2,500,000.00	200,000.00	150,000.00	25,000.00	25,000.00	250,000.00
109	R	2,500,000.00	200,000.00	150,000.00	20,000.00	20,000.00	200,000.00
239	P	1,500,000.00	100,000.00	150,000.00	20,000.00	20,000.00	150,000.00
604	N	1,300,000.00	100,000.00	150,000.00	20,000.00	20,000.00	150,000.00
428	L	1,000,000.00	100,000.00	150,000.00	15,000.00	15,000.00	150,000.00
333	K	1,000,000.00	100,000.00	150,000.00	15,000.00	15,000.00	150,000.00
246	J	1,000,000.00	100,000.00	150,000.00	15,000.00	15,000.00	150,000.00
493	H	750,000.00	100,000.00	150,000.00	15,000.00	15,000.00	150,000.00
355	G	750,000.00	100,000.00	150,000.00	15,000.00	15,000.00	150,000.00
83	F	750,000.00	100,000.00	150,000.00	15,000.00	15,000.00	150,000.00
31	E	750,000.00	100,000.00	150,000.00	15,000.00	15,000.00	150,000.00
6	D	750,000.00	100,000.00	150,000.00	15,000.00	15,000.00	150,000.00
2946							

International Travel and Referral

This benefit shall fall under the Inpatient cover and its' utilization will be to the full limit of the allocation. It will apply where authorization has been granted for a member to travel overseas for specialized treatment which is either not available locally or is reasonably charged and better in quality than is locally. All international travel and referrals shall be subjected to the approval by the Director of Medical Services, Ministry of Health or any other critical condition that may require emergency referral.

5.3.3 The Commission shall require data to be presented by the Bidder indicating premiums paid for each benefit cover indicated above. 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.

5.3.4 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 st Emergency Caesarean Section	Maternity Complications Cover	Psychiatric Conditions Cover	Inpatient and Hospitalization Cover as a result of Illness	Dental and Optical Hospitalization Cover as a result of Accident
9	U&V	3,000,000	300,000	200,000	Full Inpatient	350,000	300,000	Full Inpatient
1	T	2,250,000	300,000	200,000	Full Inpatient	350,000	300,000	Full Inpatient
9	S (Dir)	1,875,000	300,000	200,000	Full Inpatient	350,000	300,000	Full Inpatient
109	R	1,875,000	300,000	200,000	Full Inpatient	350,000	300,000	Full Inpatient
239	P	1,000,000	300,000	200,000	Full Inpatient	350,000	300,000	Full Inpatient
604	N	975,000	300,000	200,000	Full Inpatient	350,000	300,000	Full Inpatient
428	L	750,000	300,000	200,000	Full Inpatient	350,000	300,000	Full Inpatient
333	K	750,000	300,000	200,000	Full Inpatient	350,000	300,000	Full Inpatient
246	J	750,000	300,000	200,000	Full Inpatient	350,000	300,000	Full Inpatient
492	H	565,000	300,000	200,000	Full Inpatient	350,000	300,000	Full Inpatient
355	G	565,000	300,000	200,000	Full Inpatient	350,000	300,000	Full Inpatient
83	F	565,000	300,000	200,000	Full Inpatient	350,000	300,000	Full Inpatient
31	E	565,000	300,000	200,000	Full Inpatient	350,000	300,000	Full Inpatient
6	D	565,000	300,000	200,000	Full Inpatient	350,000	300,000	Full Inpatient
2,946								

5.4 IN-PATIENT AND OUT-PATIENT MANAGEMENT

5.4.1 TSC Management and the Insurance Company will agree on additional Medical Service providers to be included on their panel upon request.

5.4.2 The Successful Bidder will be required to provide a quarterly report on claims experience indicating utilization Inpatient, Outpatient, Dental, Optical and Maternity covers.

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

5.4.4 COVID – 19 MANAGEMENT

- a) Treatment of COVID 19 and its related complications shall be covered
- b) Medically necessitated COVID 19 tests to be covered under out patient.

5.5 CO-PAY ADMINISTRATION

5.5.1 Members who attends the following medical service providers located in Nairobi (Main Hospitals) shall be required to pay a co-pay of Kshs. 500.00 for all outpatient visits:

- i. The Nairobi Hospital - Argwings Kodhek Road, Hurlingham
- ii. The Karen Hospital - Langata Road-Karen
- iii. The Aga Khan University Hospital - Parklands
- iv. The M.P. Shah Hospital - Shivachi Road, Parklands

v. The Mater Hospital - South B along Dunga Road

5.5.2 Members who attend all other hospitals not listed above shall be required to pay a co-pay of Kshs200.00 for outpatient visits only.

5.5.3 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.

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

5.6 ADMINISTRATION OF EX-GRATIA REQUESTS

5.6.1 The Commission shall set up a special fund of not more than Kshs. 2,000,000.00 quarterly. The fund shall be used to pay excess bills for inpatient cases that may occur during the treatment.

5.6.2 The Bidder shall be expected to undertake, on behalf of TSC, excess inpatient medical bills incurred over and above member's allocation when necessary. The undertaking of excess bills must and shall be expressly sanctioned by TSC in writing. The Commission shall reimburse the underwriter the full payment of the excess amounts on a quarterly basis.

SECTION VI - SCHEDULE OF REQUIREMENTS

6.0 METHODOLOGY AND WORKPLAN

6.1 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
“Call Center Mobile/Telephone Numbers to be included as part of tender 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 be installed on all contracted service providers before commencement of medical cover.
- c) Must provide In-vitro Fertilization (IVF) services as a sub- limit under the Inpatient Benefit for female employees or female spouses at a minimum of Ksh. 450,000.00.
- d) Must provide Occupational Therapy and Hydrotherapy within Outpatient limit with a maximum of Ksh. 30,000.00
- e) Must provide prescribed preventive and curative drugs/care (Including pressure stockings and clinical corset belt)
- f) Must have an established International network of medical service provider panels for overseas referrals.
- g) Optical Cover should include **Photo chromatic** lenses as part of the Optical benefit.
- h) The Bidder must demonstrate capacity to prevent and manage medical fraud and measures taken in their invoicing and payment systems.
- i) Must stipulate the role of Medical Professionals who will handle the TSC Medical Scheme.
- j) The Bidder will be required to inform TSC on their procedure of handling suspended providers.

- k) Must indicate timelines for printing and dispatching New Cards requested by the Commission.
- l) Emergency Air Evacuation and Road Ambulance Services. (Indicate Companies Contracted to offer these services including their Procedures and Timelines).
- m) Must Provide procedures to be followed for Overseas medical covers for employees on official duty or employee's children/spouses studying in regional or international institutions of higher learnings including Emergencies and overseas referrals.
- n) Must provide Procedures and Timelines to process Last Expense for a deceased principle member or their dependents.
- o) Bidder should indicate the scope of Post Hospitalization services offered.
- p) Must indicate Procedures the Bidder will use for Emergency/Planned and Scheduled admissions.
- q) Must indicate Cash Claims Reimbursement procedures, mode of payments, timelines and documents required.
- r) The Bidder will be required to organize for a wellness program for the Principal Secretariat Staff and their spouses both at the TSC Headquarters and TSC Counties within the Contract Period and include the wellness benefit on the member's biometric cards.
- s) Exclusions for Inpatient and Outpatient Cover benefits should be clearly indicated.
- t) The bidder must provide for utilization of full 100% benefits allocated without capping or limiting usage/access for the entire contract period.
- u) Provision of artificial appliances such as crutches, wheelchair (one per contract period), prosthesis, walking frames as prescribed as necessity by a medical practitioner within 7days of receipt of all documents.
- v) Post hospitalization cover to be enhanced to Kshs. 75,000.00 for accidental, Pre-existing and chronic ailment benefit and as stand-alone alongside Inpatient benefit.
- w) Screening of Ailments I.e. Cancer and wellness checkup for principal members only once per year.

- x) Treatment of COVID 19 and its related complications shall be covered
- y) Medically necessitated COVID 19 tests to be covered under out patient

PRICE SCHEDULE FORM

TEACHERS SERVICE COMMISSION

PROVISION OF MEDICAL INSURANCE COVER FOR TSC COMMISSONERS AND SECRETARIAT STAFF – TSC/T/030/2020-2021

NAME OF THE TENDERER:

Based on the information contained in the description of Services, deliverables and technical requirements, we the undersigned herein provide a breakdown of costs in the format shown below being the final and absolute price for a period of one year (12) months from the contract commencement date.

FULLY INSURED SCHEME

ITEM NO.	DESCRIPTION OF INSURANCE COVER	TOTAL PREMIUM WITH CO-PAY PER EVERY OUTPATIENT COVER ONLY - <i>HIGH END HOSPITALS (500.00)</i> <i>List included at Clause - 5.5.5</i> - <i>ALL OTHER HOSPITALS (200.00)</i> <i>List included at Clause - 5.5.6</i>
1.	INPATIENT COVER	
2.	OUTPATIENT COVER	
3.	DENTAL COVER	
4.	OPTICAL COVER	
5.	MATERNITY COVER	
6.	LAST EXPENSE COVER	
7.	BIOMETRIC ADMINISTRATION FEE	
	TOTAL PREMIUM (VAT Inclusive.) The total figure should be transferred to the Form of Tender in words and figures	

Name of Tenderer.....

Date

Signature & Stamp.....

N/B: This Price Schedule Form shall only be signed by the person whose name appears in the letter of Power of Attorney.

5.4.2 INCURRED BUT NOT REPORTED CLAIMS (IBNR)

The successful bidder shall provide the IBNR Report quarterly.

10.3 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

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

Part 2(c) – Registered Company:

Private or public

State the nominal and issued capital of the company –

Nominal Kshs.
Issued Kshs.....

Give details of all directors as follows

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

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

Stamp.....

10.5 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)

10.6 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)

INTEGRITY DECLARATION

I/We/Messrs..... of Street/avenue,
..... Building,
P.O. BoxCode, of (town), (Nationality), Phone Email
..... 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 Email
..... 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.....

MANDATORY REQUIREMENTS TO BE PROVIDED BY FIRMS IN COMPLIANCE TO THE PRESIDENTIAL EXECUTIVE ORDER NO. 2 OF 2018

S/N	VENDOR DETAILS	
1.	NAME	
2.	KRA PIN NO.	
3.	TELEPHONE NO.	
4.	EMAIL ADDRESS	
5.	POSTAL ADDRESS	
6.	BUSINESS REG. NO.	
7.	BUSSINESS TYPE.	
8.	TAX COMPLIANCE EXPIRY DATE	
9.	LICENSE/PERMIT NUMBER	
10.	PERMIT EXPIRY DATE;	
11.	TECHNICAL CAPABILITY STATEMENT Core Competencies of the firm - Past performance (similar contracts with government entities/private entities) -Number of full time employees	
12.	COMPANY ANNUAL TURNOVER FOR 2019	
13.	AVAILABLE LINES OF CREDIT	
14.	NAMES OF DIRECTORS	1.
		2.
		3.
		4.

STAMP

SIGN.....

DATE.....

**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.....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