



PROVISION OF MEDICAL, GROUP LIFE AND WIBA INSURANCE COVERS

TENDER REFERENCE NUMBER:

KDIC/TEND/025/2017-2018

**CHIEF EXECUTIVE OFFICER
KENYA DEPOSIT INSURANCE CORPORATION
P.O Box 45983-00100 NAIROBI.
1st Floor, CBK Pension House,
Harambee Avenue, Nairobi.**

CLOSING DATE: 30TH MAY, 2018

AT 10.00 A.M. EAST AFRICAN TIME

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TENDER NOTICE

The Kenya Deposit Insurance Corporation (KDIC) is statutory institution established under the Kenya Deposit Insurance Act, 2012 whose prime responsibility and mandate is to provide a deposit insurance scheme for customers of member institutions, provide incentives for sound risk management and to receive, liquidate and wind up any institution in respect of which the Corporation is appointed receiver or liquidator.

KDIC hereby invites tenders from interested bidders as follows:

S/N	TENDER NO.	DESCRIPTION	BID SECURITY
	CLOSING DATE: 30 TH MAY, 2018		
1	KDIC/TEND/023/2017-2018	PROVISION OF MEDICAL, GROUP LIFE AND WIBA INSURANCE COVERS.	KES. 100,000.00

Eligible Tenderers may obtain further information and download the tender documents **free of charge** from the Integrated Financial Management Information System (IFMIS) supplier portal (<http://supplier.treasury.go.ke>) and/or Kenya Deposit Insurance Corporation (KDIC) website: www.depositinsurance.go.ke.

Upon downloading the document, interested bidders must immediately forward their particulars (i.e. Name & Contacts of Applicant, tender no.) to email: tenders@depositinsurance.go.ke
Completed tender documents in plain sealed envelopes clearly marked should be addressed:

The Chief Executive Officer

Kenya Deposit Insurance Corporation

P.O Box 45983-00100, Kenya

Telephone: +254 20 66 77 000, +254 709 043 000

and deposited in the Tender box at **Kenya Deposit Insurance Corporation (KDIC), 1st Floor, CBK Pension House, Harambee Avenue, Nairobi** so as to be received not later than **30TH MAY, 2018 at 10.00 A.M. EAST AFRICAN TIME.**

Tenders will be opened immediately thereafter in the presence of Bidders or their representatives who choose to attend at the **Kenya Deposit Insurance Corporation (KDIC) Board Room, 1ST Floor, CBK Pension House, Harambee Avenue.**

Note: **“Canvassing will lead to automatic disqualification”**. Late tenders will not be accepted.

Mohamud A. Mohamud.

Chief Executive Officer,

KENYA DEPOSIT INSURANCE CORPORATION

Date: MAY, 2018

SECTION I INVITATION TO TENDER

TENDER REF NO: KDIC/TEND/025/2017-2018

TENDER NAME - PROVISION OF MEDICAL, GROUP LIFE & ACCIDENT/WIBA INSURANCE COVER

- 1.1 The KENYA DEPOSIT INSURANCE CORPORATION invites sealed bids from eligible candidates for **Provision of Medical, Group Life, Accident/WIBA Insurance Cover**
- 1.2 Interested eligible candidates may obtain further information from and inspect the tender documents at the **KENYA DEPOSIT INSURANCE CORPORATION, Procurement Department, CBK Pension House, and 1ST Floor**. During normal working hours.
- 1.3 A complete set of tender documents may be obtained by interested candidates free of charge from **KDIC Website: www.depositinsurance.go.ke**
- 1.4 Completed tender documents are to **RETURNED in the tender box on 1st floor on 30TH MAY, 2018 at 10.00am.**
- 1.5 Prices quoted should be net inclusive of all taxes and delivery must be in Kenya Shillings and shall remain valid for **(90)** days from the closing date of the tender.
- 1.6 Tenders will be opened immediately thereafter in the presence of the Candidates or their representatives who choose to attend at **KENYA DEPOSIT INSURANCE CORPORATION, CBK Pension House, 1ST Floor, KDIC Boardroom**
- 1.7 All pages of the tender document submitted should be serialised
- 1.8 Tenders submitted after the closing date/time shall be rejected.
- 1.9 The Corporation reserves the right to accept or reject any tender.

Mohamud A. Mohamud
CHIEF EXECUTIVE OFFICER
KENYA DEPOSIT INSURANCE CORPORATION

CHECKLIST OF DOCUMENT FORMING THE BID DOCUMENT

No.	Documents forming part of the bid	Remarks
1.	Documentary evidence (copy) of registration/license with the Insurance Regulatory Authority (IRA) for the current year (to apply to both Insurance Broker & Underwriter)	
2.	Tender Security of Kshs.100,000.00 in the form provided in this tender document valid for 150 days (to apply to Insurance Broker only)	
3.	Documentary evidence as proof of paid up capital of: Insurance Brokers at least Kshs. 1,000,000.00; Underwriters, Life assurance – at least Kshs. 150Million and or General Insurance – at least Kshs. 300Million where applicable	
4.	Copies of signed audited accounts for the company for the last three accounting years falling within 2014 and 2016 (to apply to both Insurance Broker & Underwriter).	
5.	Copy of Tax Compliance Certificate valid at least up-to the date of tender opening (to apply to both Insurance Broker & Underwriter)	
6.	Copy of Certificate of Incorporation or Business Registration Certificate (to apply to both Insurance Broker & Underwriter)	
7.	Copy of Professional Indemnity Insurance Cover of at least Kenya Shillings Ten (10) million (to apply to Insurance Broker only).	
8.	Copy of current membership with the Association of Insurance	
9.	Brokers (AIB) in case of Brokers or Association of Kenya Insurers (AKI) in case of Underwriter.	
10	List of 5 (five) reputable clients whose annual premium for the last three years 2015-2017 for each is above Kshs. 10 Million in case of Insurance Brokers and above Kshs. 100 Million in case of Underwriters.	
11	Duly filled Confidential Business Questionnaire provided in this tender document (to apply to both Insurance Broker & Underwriter)	
12	Underwriter's authorization letter (to apply to Insurance Broker only).	
13	Insurance Brokers to submit their bids accompanied with bid for their proposed underwriters.	
14	Financial proposal containing priced schedules	Prices quoted to be inclusive of taxes
15	Duly filled and signed Form of Tender in the format provided in the tender document (to apply to Insurance Broker only)	
16	Dully filled and signed Confidential Business Questionnaire in the form or format provided in the tender document (to apply to both Insurance Broker & Underwriter)	
17	Copy of Company profile. This should include testimonials of technical personnel, list of similar contracts done previously with supporting documents e.g. LPOs and Contracts. (To apply to both Insurance Broker & Underwriter)	
18	Duly filled and signed declaration form in the form provided in this tender document (to apply to Insurance Broker only)	
19	Bidders are required to serialize all pages of their bid document	

SECTION II - INSTRUCTION TO TENDERERS

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SECTION II - INSTRUCTIONS TO TENDERERS

Introduction:

2.1. Eligible Tenderers

- 2.1.1 This Invitation to tenders is open to all tenderers eligible as described in the Appendix to Instructions to Tenderers. Successful tenderers shall provide the services for the stipulated duration from the date of commencement (hereinafter referred to as the term) specified in the tender documents.
- 2.1.2 The procuring entity's employees, committee members, board members and their relatives (spouse and children) are not eligible to participate in the tender unless where specially allowed under section 131 of the Act.
- 2.1.3 Tenderers shall provide the qualification information statement that the tenderer (including all members of a joint venture and subcontractors) is not associated, or have been associated in the past, directly or indirectly, with a firm or any of its affiliates which have been engaged by the Procuring entity to provide consulting services for the preparation of the design, specifications, and other documents to be used for the procurement of the services under this Invitation for tenders.
- 2.1.4 Tenderers involved in corrupt or fraudulent practices or debarred from participating in public procurement shall not be eligible.

2.2 Cost of Tendering

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

2.3 Contents of Tender Document

2.3.1 The tender documents comprise the documents listed below and addenda issued in accordance with clause 2.5 of 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

2.3.2 The Tenderer is expected to examine all instructions, forms, terms and specifications 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 the tender.

2.4 Clarification of Tender Documents

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

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

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

2.5 Amendment of Tender Documents

- 2.5.1 At any time prior to the deadline for submission of tenders, the Procuring entity, for any reason, whether at its own initiative or in response to a clarification requested by a prospective tenderer, may modify the tender documents by issuing an addendum.
- 2.5.2 All prospective tenderers who have obtained the tender documents will be notified of the amendment by post, fax or email and such amendment will be binding on them.
- 2.5.3 In order to allow prospective tenderers reasonable time in which to take the amendment into account in preparing their tenders, the Procuring entity, at its discretion, may extend the deadline for the submission of tenders.

2.6 Language of Tenders

- 2.6.1 The tender prepared by the tenderer, as well as all correspondence and documents relating to the tender exchanged by the tenderer and the Procuring entity, shall be written in English language. Any printed literature furnished by the tenderer may be written in another language provided they are accompanied by an accurate English translation of the relevant passages in which case, for purposes of interpretation of the tender, the English translation shall govern.

2.7 Documents Comprising the Tender

- 2.7.1 The tender prepared by the tenderer shall comprise the following components:
- (a) A Tender Form and a Price Schedule completed in accordance with paragraph 2.8, 2.9 and 2.10 below
 - (b) Documentary evidence established in accordance with paragraph 2.1.2 that the tenderer is eligible to tender and is qualified to perform the contract if the 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. Specifically the tenderer shall indicate the rate.
- 2.9.2 Prices indicated on the Price Schedule shall be the cost of the services quoted including all customs duties and VAT and other taxes payable.
- 2.9.3 Prices quoted by the tenderer shall remain fixed during the Term of the contract unless otherwise agreed by the parties. A tender submitted with an adjustable price quotation will be treated as non-responsive and will be rejected, pursuant to paragraph 2.20.5

2.10. Tender Currencies

- 2.10.1 Prices shall be quoted in Kenya Shillings

2.11. Tenderers Eligibility and Qualifications

- 2.11.1 Pursuant to paragraph 2.1 the tenderer shall furnish, as part of the tender, documents establishing the tenderers eligibility to tender and the qualifications to perform the contract if the tender is accepted.
- 2.11.2 The documentary evidence of the tenderer's qualifications to perform the contract if its tender is accepted shall establish to the Procuring entity's satisfaction that the tenderer has the financial and technical capability necessary to perform the contract.

2.12. Tender Security

- 2.12.1 The tenderer shall furnish, as part of its tender, a tender security for the amount and form specified in the Appendix to Instructions to Tenderers.
- 2.12.2 The tender security shall not exceed 2 per cent of the tender price.
- 2.12.3 The tender security is required to protect the Procuring entity against the risk of Tenderer's conduct which would warrant the security's forfeiture, pursuant to paragraph 2.12.7
- 2.12.4 The tender security shall be denominated in Kenya Shillings and shall be in the form of a Banker's cheque and valid for thirty (30) days beyond the validity of the tender.
- 2.12.5 Any tender not secured in accordance with paragraph 2.12.1. and 2.12.3 shall be rejected by the Procuring entity as non-responsive, pursuant to paragraph 2.20.5
- 2.12.6 Unsuccessful Tenderer's tender security will be discharged or returned as promptly as possible but not later than thirty (30) days after the expiration of the period of tender validity
- 2.12.7 The successful Tenderer's tender security will be discharged upon the tenderer signing the contract, pursuant to paragraph 2.29, and furnishing the performance security, pursuant to paragraph 2.30
- 2.12.8 The tender security may be forfeited:

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

2.13. Validity of Tenders

2.13.1 Tenders shall remain valid for 90 days after date of tender opening pursuant to paragraph 2.18. A tender valid for a shorter period shall be rejected by the Procuring entity as non-responsive.

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

2.14. Format and Signing of Tenders

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

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

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

2.15 Sealing and Marking of Tenders

2.15.1 The tenderer shall seal the original and the copies 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.**RETURN ON-LINE**

2.15.2 The inner and outer envelopes shall:**N/A**

- (a) be addressed to the Procuring entity at the address given in the Invitation to Tender.
- (b) bear tender number and name in the invitation to tender and the words, "**DO NOT OPEN BEFORE .N/A**"

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

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

2.16. Deadline for Submission of Tenders

- (c) Tenders must be received by the Procuring entity at the address specified under paragraph 2.15.2 not later than 30TH MAY, 2018 **AT 10.00HRS.**

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

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

2.17. Modification and Withdrawal of Tenders

- 2.17.1 The tenderer may modify or withdraw its tender after the tender's submission, provided that written notice of the modification, including substitution or withdrawal of the tenders, is received by the Procuring entity prior to the deadline prescribed for submission of tenders.
- 2.17.2 The tenderer's modification or withdrawal notice shall be prepared, sealed, marked and dispatched in accordance with the provisions of paragraph 2.15. a withdrawal notice may also be sent by fax or email but followed by a signed confirmation copy, postmarked not later than the deadline for submission of tenders.
- 2.17.3 No tender may be modified after the deadline for submission of tenders.
- 2.17.4 No tender may be withdrawn in the interval between the deadline for submission of tenders and the expiration of the period of tender validity. Withdrawal of a tender during this interval may result in the Tenderer's forfeiture of its tender security, pursuant to paragraph 2.12.7.

2.18. Opening of Tenders

- 2.18.1 The Procuring entity will open all tenders in the presence of tenderers' representatives who choose to attend, **30TH MAY, 2018 at 10.00HRS.** And in the location specified in the invitation for tenders. The tenderers' representatives who are present shall sign a register evidencing their attendance.
- 2.18.2 The tenderers' names, tender modifications or withdrawals, tender prices, discounts, and the presence or absence of requisite tender security and such other details as the Procuring entity, at its discretion, may consider appropriate, will be announced at the opening.
- 2.18.3 The Procuring entity will prepare minutes of the tender opening, which will be submitted to tenderers that signed the tender opening register and will have made a request.

2.19 Clarification of Tenders

- 2.19.1 To assist in the examination, evaluation and comparison of tenders the Procuring entity may, at its discretion, ask the tenderer for a clarification of its tender. The request for clarification and the response shall be in writing, and no change in the prices or substance of the tender shall be sought, offered, or permitted.
- 2.19.2 Any effort by the tenderer to influence the Procuring entity in the Procuring entity's tender evaluation, tender comparison or contract award decisions may result in the rejection of the tenderers' tender.

2.20 Preliminary Examination and Responsiveness

- 2.20.1 The Procuring entity will examine the tenders to determine whether they are complete, whether any computational errors have been made, whether required sureties have been furnished, whether the documents have been properly signed, and whether the tenders are generally in order.

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

2.21. Conversion to single currency

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

2.22. Evaluation and Comparison of Tenders

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

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

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

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

(a) Operational Plan

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

(b) Deviation in payment schedule

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

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

2.23. Contacting the Procuring entity

2.23.1 Subject to paragraph 2.19 no tenderer shall contact the Procuring entity on any matter relating to its tender, from the time of the tender opening to the time the contract is awarded.

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

2.24 Post-qualification

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

2.24.2 The determination will take into account the tenderer financial and technical capabilities. It will be based upon an examination of the documentary evidence of the tenderers qualifications submitted by the tenderer, pursuant to paragraph 2.11.2, as well as such other information as the Procuring entity deems necessary and appropriate

2.24.3 An affirmative determination will be a prerequisite for award of the contract to the tenderer. A negative determination will result in rejection of the Tenderer's tender, in which event the Procuring entity will proceed to the next lowest evaluated tender to make a similar determination of that Tenderer's capabilities to perform satisfactorily.

2.25 Award Criteria

2.25.1 Subject to paragraph 2.29 the Procuring entity will award the contract to the successful tenderer whose tender has been determined to be substantially responsive and has been determined to be the lowest evaluated tender, provided further that the tenderer is determined to be qualified to perform the contract satisfactorily.

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

- (a) Necessary qualifications, capability experience, services, equipment and facilities to provide what is being procured.
- (b) Legal capacity to enter into a contract for procurement
- (c) Shall not be insolvent, in receivership, bankrupt or in the process of being wound up and is not the subject of legal proceedings relating to the foregoing.
- (d) Shall not be debarred from participating in public procurement.

2.26. Procuring entity's Right to accept or Reject any or all Tenders

2.26.1 The Procuring entity reserves the right to accept or reject any tender, and to annul the tendering process and reject all tenders at any time prior to contract award, without thereby incurring any liability to the affected tenderer or tenderers or any obligation to inform the affected tenderer or tenderers of the grounds for the Procuring entity's action. If the Procuring entity determines that non of the tenders is responsive, the Procuring entity shall notify each tenderer who submitted a tender.

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

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

2.27 Notification of Award

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

2.27.2 The notification of award will signify the formation of the contract subject to the signing of the contract between the tenderer and the procuring entity pursuant to

clause 2.9. Simultaneously the other tenderers shall be notified that their tenders were not successful.

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

2.28 Signing of Contract

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

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

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

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

2.29 Performance Security

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

2.29.2 Failure by the successful tenderer to comply with the requirement of paragraph 2.29 or paragraph 2.30.1 shall constitute sufficient grounds for the annulment of the award and forfeiture of the tender security, in which event the Procuring entity may make the award to the next lowest evaluated tender or call for new tenders.

2.30 Corrupt or Fraudulent Practices

2.30.1 The Procuring entity requires that tenderers observe the highest standard of ethics during the procurement process and execution of contracts. A tenderer shall sign a declaration that he has not and will not be involved in corrupt or fraudulent practices.

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

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

Appendix to Instructions to Tenderers

Notes on the Appendix to the Instruction to Tenderers

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

APPENDIX TO INSTRUCTIONS TO TENDERERS

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

Instruction to tenderers reference	<i>Particulars of Appendix to instructions to tenderers</i>
2.1	<i>The tender is open to licensed Insurance Brokers that are registered with Insurance Regulatory Authority (IRA) The contract will be for a period of One year from 1st July, 2018 renewable once subject to satisfactory performance.</i>
2.10.1	<i>The price to be charged for the tender document shall be Kshs. 1,000.00 And free for downloading from the website.</i>
2.15.2 (b)	<i>As indicated in the instruction to tenderers and tender notice</i>
2.16.1	<i>As 2.15.2 (b) above</i>
2.18.1	<i>As 2.15.2 (b) above</i>
2.12.4	<i>Ksh.100, 000.00 in the prescribed form from a reputable bank valid for 150 days from the date of tender opening.</i>
2.20.2	<i>The tender sum as submitted and read out during the tender opening shall be absolute and final and shall not be the subject of correction, adjustment or amendment in any way.</i>
2.27.1	<i>Performance security shall be 10% of the contract amount.</i>

SECTION III - GENERAL CONDITIONS OF CONTRACT

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SECTION III GENERAL CONDITIONS OF CONTRACT

3.1. Definitions

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

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

3.2. Application

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

3.3. Standards

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

3.4. Use of Contract Documents and Information

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

3.4.2 The Contractor shall not, without the Procuring entity’s prior written consent, make use of any document or information enumerated in paragraph 2.4.1 above.

3.4.3 Any document, other than the Contract itself, enumerated in paragraph 2.4.1 shall remain the property of the Procuring entity and shall be returned (all copies) to the Procuring entity on completion of the contract's or performance under the Contract if so required by the Procuring entity.

3.5. Patent Rights

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

3.6 Performance Security

3.6.1 Within twenty eight (28) days of receipt of the notification of Contract award, the successful tenderer shall furnish to the Procuring entity the performance security where applicable in the amount specified in SCC

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

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

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

3.7. Delivery of services and Documents

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

3.8. Payment

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

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

3.9. Prices

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

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

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

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

3.10. Assignment

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

3.11. Termination for Default

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

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

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

3.12. Termination for Insolvency

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

3.13. Termination for Convenience

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

3.13.2 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.

3.14 Resolution of Disputes

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

3.15. Governing Language

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

3.16. Applicable Law

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

3.17 Force Majeure

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

3.18 Notices

- 3.18.1 Any notices given by one party to the other pursuant to this contract shall be sent to the other party by post or by Fax or Email and confirmed in writing to the other party's address specified in the SCC.
- 3.18.2 A notice shall be effective when delivered or on the notices effective date, whichever is later.

SECTION IV - SPECIAL CONDITIONS OF CONTRACT

Notes on Special Conditions of Contract

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

CLAUSE 2.20 – 2.22 EVALUATION CRITERIA

The received tenders will be evaluated in four stages as detailed below:

1. Stage 1: Compliance with Mandatory Requirements;
2. Stage 2: Technical Evaluation
3. Stage 3: Pitching (Oral Presentation on the proposed solution by firms).
4. Stage 4: The Financial Evaluation
5. Stage 5: Recommendation of award

Stage 1A: Compliance with Mandatory Requirements (MR) – Insurance Brokers

The following mandatory requirements for Insurance Brokers should be met not withstanding other requirements in the documents:

No	Requirements	Tenderer's Response
MR 1	Provide documentary evidence (copy) of registration/licence with the Insurance Regulatory Authority (IRA) for the current year	
MR 2	Submit with tender a Tender Security of Kshs.100,000.00 in the form provided in this tender document valid for 150 days	
MR 3	Provide documentary evidence as proof of paid up capital of at least KShs. 1,000,000.00 (one million)	
MR 4	Provide copies of signed audited accounts for the company for the three accounting years falling within 2015 and 2017	
MR 5	Provide copy of the company's current Certificate of Tax Compliance issued by Kenya Revenue Authority (KRA) valid as at the closing date of the Tender.	
MR 6	Provide documentary evidence (Copy) of the company's Certificate of Incorporation (Legal structure)	
MR 7	Provide copy of Professional Indemnity Insurance Cover of at least Kenya Shillings Ten (10) million.	
MR 8	Provide copy of current membership with the Association of Insurance Brokers (AIB)	
MR 9	Provide company's profile using the Confidential Business Questionnaire provided in this tender document	
MR 10	Provide underwriter's authorization letter.	
MR 11	The Insurance Brokers should submit their bid accompanied with bid for their proposed underwriters*	

The underwriter proposed will be evaluated against the Mandatory Requirements in 1B below:

Stage 1B: Compliance with Mandatory Requirements (MR) for the proposed Insurance Company (underwriter)

The following mandatory requirements should be met by the Insurance Company (Underwriter) proposed notwithstanding other requirements in the documents:

No	Requirements	Tenderer's Response
MR 1	Provide documentary evidence (copy) of registration/licence with the Insurance Regulatory Authority (IRA) for the current year	
MR 2	Must have paid up capital of a minimum of KES 800 Million (Submit Evidence).	
MR 3	Provide copies of signed audited accounts for the Insurance Company for the three accounting years falling within 2015 and 2017.	
MR 4	Provide copy of the company's current Certificate of Tax Compliance issued by Kenya Revenue Authority (KRA) valid as at the closing date of the Tender.	
MR 5	Provide documentary evidence (Copy) of the company's Certificate of Incorporation (Legal Structure)	
MR 6	Provide copy of current membership with the Association of Kenya Insurers (AKI)	
MR 7	Provide company's profile using the Confidential Business Questionnaire provided in this tender document	
MR 8	Must have done Annual Gross premiums in previous year (2017) of at least Kshs. 800 million in medical insurance business (Submit evidence).	
MR 9	Must give evidence of experience in provision of similar services and magnitude in the last 3 (three) years of at least 10 (ten) reputable clients and the total clients premiums. Details of services underway or contractually committed, and names and addresses of clients/References who may be contacted for further information on those contracts should also be provided.	
MR 10	Must provide a list and evidence of five (5) clients with premiums of Ksh.20 million and above	
MR 11	Must provide proof of credit worthiness from the firm's bankers	
MR 12	Must provide evidence of 'Re – Insurance' arrangements of medical insurance business.	
MR 13	Must provide proof of prompt claims settlement	
MR 14	Must submit copies of the following documents:- (a) PIN Certificate (b) VAT Certificate (c) Valid Tax Compliance Certificate (d) Certificate of Registration/Incorporation (e) Valid Business Permit/License	
MR 15	Must provide information regarding litigation in which the insurance Company is in, the parties concerned and the disputed amount.	
MR 16	Must provide evidence/recommendations from the listed major hospitals served.	

MR 17	Must provide exlusions and any limitations to the cover.	
MR 18	Must provide extent of coverage considering remote areas with limited big hospitals.	
MR 19	Must provide a list of medical specialists in its panel of consultants. A statement that a consultant/medical specialist not currently in the tenderers panel may be included in the list if needed is also required.	
MR 20	Must state willingness to accommodate hospitals recommended by the client.	
MR 21	Must confirm sensitization of staff on the usage of cover.	

Bidders will be required to meet all the Mandatory Requirements for both Insurance Brokers and the proposed Insurance Company (Underwriter) to qualify to proceed to stage 2 of evaluation on minimum technical requirement.

Stage 3: Technical Evaluation

Only bidders meeting all the Mandatory Requirements in stage 1 above (for both the Insurance Broker and the Underwriter) will be subjected to technical evaluation using the technical parameters detailed below.

3A. Technical Evaluation: Insurance Brokers

NO.	Evaluation Attribute		Weighted %	Max. Score %
1	Number of qualified Directors and Staff (Bidders to attach signed CVs and copies of certificates for their employees for rating)	(i) 3 marks for any professional with a degree and a diploma in insurance such as ACII, AIK, upto to a max. of 3 professionals (ii) 2 marks for any Professional with a diploma in insurance only upto a max of 3 professionals (iii) 2 marks for a degree holder upto to a max. of 3 employees. (iv) 2 marks for employees with a certificate in Insurance such as COP upto a max of 2 employees	9 6 6 4	25
2	List of Leading Clients in terms of premium turnover subject to a minimum of 10Million per client falling within 2015 and 2017.	i) Over 10 ii) 8 to 9 iii) 5 to 7 Below 5	20 15 5 0	20
3	Paid up Capital	i) Ksh.16M and above ii) Ksh.11M to 15M iii) Ksh.6M to 10M iv) Ksh.1M to 5M Below Kshs. 1M	15 10 5 3 0	15
4	Period of Operation	i) 16 years and above ii) 11 to 15 years iii) 6 to 10 years iv) 1 to 5 years	15 12 10 5	15
5	Professional Indemnity	i) Over 100Million ii) Kshs. 81M – 100M iii) Ksh. 61M to 80M iv) Ksh.41M to 60M v) Ksh. 21M to 40M vi) Kshs.10M to 20M Below Kshs. 10M	15 12 10 8 5 3 0	15
6	Number of Staff (Bidders to provide a list of their employees)	i) 30 and above ii) 20 to 29 iii) 10 to 19 iv) below 9	10 8 6 4	10
TOTAL SCORE				100%

Note: To qualify to the next evaluation stage, the Insurance Broker must score at least 75% on the Technical Evaluation.

3B. Technical Evaluation (Capacity to Deliver the Service) – Underwriter

For the Insurance Broker to qualify to the next evaluation stage, the underwriter proposed by the Insurance Broker must score at least 75% on the Technical Evaluation on capacity to deliver the services.

	CITERION	POINTS
1	Annual Gross premiums (Medical Insurance Business) of Ksh500m and above.	5
2	Paid up capital of Ksh.450m	5
3	Evidence of 5clients each with premiums of Ksh.20m and above	5
4	List of Panel of Medical Consultants/specialists	5
5	Evidence of qualifications /experience of at least 3 key medical specialists	8
6	Relevant experience in provision of medical insurance services	5
7	Evacuation arrangements	2
9	List of Hospital (in Nairobi and the Counties)	5
10	Evidence of re-insurance arrangements	2
11	Recommendation letter from at least 5clients. This should be for currently running schemes.	8
	Total score	50

TECHNICAL/OPERATIONAL CAPABILITY (PART II); Underwriter

	CRITERION	POINTS
1	PANEL OF MEDICAL SPECIALISTS COMPRISING ATLEAST: i) 5 physicians ii) 5 Gynaecologists/Obstetrician iii)5Dentists iv)5Ophthamopologist v)5Paeditricians vi)Other specialists not stated above(i-v) vii)indication of inclusion of other specialists not in the panel on request	6
2	Evidence /provision of exclusion to the medical cover i)statement of exclusion ii)enhanced benefits in addition to the KDIC's TORs	5
3	Evidence of Qualifications and experience in related insurance service of atleast 3key staff that will handle KDIC Scheme. i)Medical Doctor /Manager(minimum-post graduate degree and at least 3years experience) ii)Account/Relationship/Customer service Manager(Degree and at least 3years experience iii)Finance Manager(Degree and CPA(K) or ACCA or equivalent and 3years experience	5
4	List of hospitals to be assessed by KDIC staff i)At least 5major hospitals in Nairobi ii)At least 70 hospitals in the counties	5
5	Exclusions	2
6	Recommendation letter from at least 5 major hospitals	5
7	Sensitization of KDIC staff	2
8	Oral Presentation on the Proposed Solution. Presentations on methodology to carry out the service (on the Inpatient, outpatient, dental, maternity and disclosure of any other information that may be relevant to the organization. (Maximum of 25 Minutes to each underwriter).	20
	Total score	40

FINANCIAL EVALUATION

Total Financial Score

20 marks.

- The weights given to the Technical and Financial Proposals are:
T= 0.80
P= 0.20

- THE FIRM ACHIEVING THE HIGHEST COMBINED TECHNICAL AND FINANCIAL SCORE AND WHOSE REFERENCES (SITE VISITS AND PRESENTATIONS/DEMOS) SATISFY KDIC WILL BE INVITED FOR NEGOTIATIONS.

DUE DILIGENCE

- KDIC May undertake a due diligence on the Successful bidder after the combination of both technical and financial score to verify the information provided in the Bidding document.
- The due diligence, If undertaken shall be in a PASS/FAIL Criteria. Where the bidder fails the Due diligence, the Client shall disqualify the bidder and proceed the second best evaluated bidder.

Stage 5: Financial Evaluation

Tenderers should note that only tenders that **score 75% and above** on the Technical Evaluation (Capacity to Deliver the Service) for both Insurance Brokers and Underwriters will qualify to have their financial bids evaluated. Those scoring below 75% will not be evaluated further and will be disqualified at this stage.

Stage 5: Recommendation of award

Lowest Evaluated bidder (Bidder with the Highest Combined Technical and Financial Score) will have their bids considered for award. The weights shall be as below:

Technical score - 80%

Financial Score – 20%

Total Score – 100%.

DUE DILIGENCE

- KDIC May undertake a due diligence on the Successful bidder after the combination of both technical and financial score to verify the information provided in the Bidding document.
- The due diligence, If undertaken shall be in a PASS/FAIL Criteria. Where the bidder fails the Due diligence, the Client shall disqualify the bidder and proceed the second best evaluated bidder.

SECTION V - SCHEDULE OF REQUIREMENTS

Notes for preparing Schedule of Requirements

1. The Schedule of Requirements shall be included in the tender documents by the procuring entity and shall cover, at the minimum, a description of the insurance cover to be provided and full particulars of the same. For this particular tender, schedule of requirements refers to the insurance cover to KDIC employees and their dependants as detailed in the Terms of Reference and Price Schedule. Tenderers are required to clearly indicate the price of the item category tendered for viz: Medical Inpatient, Medical Outpatient Fund Managed, Group Life and Group Personal Accident/WIBA. However, contract of Medical Inpatient and Medical Outpatient Fund Managed will be awarded to one contactor.
2. The objective of the schedule of requirements is to provide sufficient information to enable tenderers to prepare their tenders comprehensively, efficiently and accurately. In particular the price schedule for which a form is provided in Section VI must be carefully completed. Tenderers must quote the rate per member, spouse, dependants and the total premium/fund management fee.
3. In addition, the schedule of requirements together with the price schedule should serve as a basis in the event of services variation at the time of award of contract pursuant to instruction to tenderers paragraph 2.26

TERMS OF REFERENCE

1. Introduction

KDIC intends to procure medical cover for its board members, staff and staff dependants. The policy will indemnify any loss in medical expenses incurred by the insured in the course of illness and/or accidental hospitalization.

2. Group A: Board Group Medical Insurance Cover and Group Accident Cover.

Period of Cover	From Contract Signing for a period of One year.
Renewal of Cover	One (1) year (12) months renewable for a further one(1) year upon mutual agreement and satisfactory performance.
Cover	Group Medical Insurance Cover and Group Accident Cover.
No. of Board Members and Scope of Cover	Pax 9. Individual Members Only. • DOES NOT INCLUDE THEIR DEPENDANTS.
Maximum annual Cover per family for the Board Members.	
Inpatient	Ksh. 2,000,000.00 per year
Outpatient	Ksh. 100,000.00 per year
Funeral Expense	Kah. 100,000.00

3. Group B: Group Medical Insurance Staff Cover and Group Accident Cover and WIBA for a period of One year.

Period of Cover	From Contract Signing for a period of One year.
Renewal of Cover	At the discretion of KDIC subject to satisfactory performance by the service provider.
No. of employees	158 Pax <ul style="list-style-type: none"> • No. of spouse - 1 spouse per employee • No. of children - 4 per employee
Scope of cover	Cover to employees and their dependants. (Subject to the list provided by the KDIC)

4. Maximum annual Cover per family

NO.	POSITION	Pax	Member +5 Out patient	Member +5 Inpatient	Maternity	Dental	Optical
1.	Chief Executive Officer	1	300,000	5,000,000	150,000	150,000	100,000
2.	General Manager	3	300,000	4,000,000	150,000	150,000	100,000
3.	Deputy General Manager	10	300,000	4,000,000	150,000	150,000	100,000
4.	Manager	21	300,000	4,000,000	150,000	150,000	100,000
5.	Assistant Manager	31	300,000	3,000,000	150,000	150,000	100,000
6.	Senior Officer	45	300,000	3,000,000	150,000	150,000	100,000
7.	Officer	33	300,000	3,000,000	150,000	150,000	100,000
8.	Assistant Officer	5	300,000	2,000,000	150,000	150,000	100,000
9.	Senior Office Assistant	8	300,000	2,000,000	150,000	150,000	100,000
10.	Office Assistant	1	300,000	2,000,000	150,000	150,000	100,000
	TOTAL POSITIONS	158	300,000	2,000,000	150,000	150,000	100,000

5. SALIENT FEATURES

Eligibility Age	Children and all births including premature delivery	From birth upto 25 years – subject to proof of full time learning and or that the child is living with disability Note: No grand children
	Employee and Spouse	Up to 60 years
Waiting Period	Existing members	None
	New employees and dependants (spouse and own children)	None
Cover Outside Kenya	On annual leave holiday	Six weeks
	On official work	Six weeks

6. A. IN-PATIENT

In-Patient Benefits

- (i) Admission in a NHIF accredited Hospital;
- (ii) Accommodation for parent/guardian accompanying a child below 7 years;
- (iii) Doctors, surgeons and specialist fees;
- (iv) Laboratory investigations, X-rays, Ultrasound, ECG, MRI Scans, computerized tomography, pathology;
- (v) Psychiatric cases are covered upto a sub-limit of Kshs.800, 000 per family per annum;
- (vi) Funeral expenses cover of Kshs.200, 000 subject to overall cover limit;
- (vii) Emergency Road & Air evacuation subject to overall cover limit;
- (viii) Prescribed medicines, dressings, surgical appliances and nursing procedures;
- (ix) Theatre including surgeon's fees and anesthetists fees;
- (x) Intensive Care Unit (ICU)/High Dependency Unit (HDU);
- (xi) Radiotherapy, Chemotherapy, Physiotherapy;
- (xii) Day Care Surgery;
- (xiii) Post hospitalization visits/follow ups within 3 weeks after discharge.
- (xiv) Maternity cover for KDIC for all births including premature delivery and caesarean.

7. IN-PATIENT MANAGEMENT

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

8. B. OUT – PATIENT BEBENEFITS FUNDED

SHALL BE A FUNDED SCHEME WITH ADMINISTRATION PROVIDED BY THE MEDICAL INSURANCE PROVIDER.

1. Routine outpatient treatment including consultations (GPs and Specialists, laboratory and radiology services).
2. Physiotherapy treatment
3. Diagnostic X-ray and Laboratory tests.
4. Radiology X-ray, ultrasound, ECG and computerized Tomography, MRI scans.
5. Prescribed drugs/medicines.
6. Dental services (150,000)
7. Optical services (Kshs 100,000) (Frames, lenses (ophthalmologist, prescription only), contact lenses, bi-focal lenses, visual examination. Referrals to specialist (Frames and Lenses to be covered to the full optical limit)
8. Pediatricians, Orthopedic doctors, dermatologists, E.N.T. specialists etc.
9. Counseling services. (Psychologist, psychiatrist and Psychiatric treatment).
10. Post Hospitalization care for a period of a maximum of 21 no days.
11. Baby Vaccinations for babies from Birth to 5 years as listed below:-
 - (a) BCG - Tuberculosis
 - (b) HEP B & A Hepatitis B & A
 - (c) HIB - Meningitis (Haemophilus influenza type B)
 - (d) OPV - Oral Polio Vaccine
 - (e) MMR - Measles Mumps Rubella
 - (f) IPV - Injectable Polio Vaccine
 - (g) DTap - Diphtheria Tetanus a cellular pertussis.
 - (h) DPT - Diphtheria Tetanus
 - (i) ROTA virus
 - (j) Vaccinations – Yellow fever.

12. Family planning services.
13. Maternity services i.e. Ante and Postnatal care.
14. HIV/AIDS cover (Voluntary counseling and testing and other related treatment).
15. Chiropractor upon referral and approval.
16. Pap Smear, Prostrate, mammogram and PSA a year for employees and spouses at the available credit facilities
17. Travel vaccines covered for employee's only .e.g. Yellow fever.
18. Hearing aids covered upon referral.
19. Direct visits to specialists without referrals by the Hospital/General Practitioner
20. Any other service not included above that may be proposed by CAK from time to time and that is not specific (for in and out patient).
21. Wellness check up to Kshs. 50,000 within the outpatient limit.
22. Treatment for alcoholism and drug addictions (employee only and acquired during employment term).
23. Any other services not included in the list of exclusions in above that may be proposed by KDIC from time to time

The following are the proposed limits per category on a yearly basis;

NO.	POSITION	Pax	Member +5 Out patient	Member +5 Inpatient	Maternity	Dental	Optical
3.	Chief Executive Officer	1	300,000	5,000,000	150,000	150,000	100,000
4.	General Manager	3	300,000	4,000,000	150,000	150,000	100,000
3.	Deputy General Manager	10	300,000	4,000,000	150,000	150,000	100,000
4.	Manager	21	300,000	4,000,000	150,000	150,000	100,000
5.	Assistant Manager	31	300,000	3,000,000	150,000	150,000	100,000
6.	Senior Officer	45	300,000	3,000,000	150,000	150,000	100,000
7.	Officer	33	300,000	3,000,000	150,000	150,000	100,000
8.	Assistant Officer	5	300,000	2,000,000	150,000	150,000	100,000
9.	Senior Office Assistant	8	300,000	2,000,000	150,000	150,000	100,000
10.	Office Assistant	1	300,000	2,000,000	150,000	150,000	100,000
	TOTAL POSITIONS	158	300,000	2,000,000	150,000	150,000	100,000

9. OTHER GENERAL REQUIREMENTS.

- Admission of members with preexisting conditions into the cover
- Admission of HIV/AIDS related cases to the cover.
- Special waivers on waiting period
- Appointed service providers
- Additional service providers
- Admission procedures- Planned/scheduled/Non-emergency admissions, emergency admissions.
- Claims settlement-credit arrangement, reimbursement payments, claims settlement periods, last expense payments, claims forms.
- Proposal forms, additional members (staff and/or dependants), swapping of members, list of all members of the scheme
- Premium.
- Exclusions

10. Countrywide Network

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

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

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

11. Provision of Quarterly Reports

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

12. Period of Cover

The contract period shall be one 12 months from the date of the execution of the contract. The contract may be renewed for another twelve (12) months by mutual agreement between parties for a total of three years.

TERMS OF REFERENCE FOR GROUP LIFE INSURANCE COVER

The KENYA DEPOSIT INSURANCE CORPORATION intends to procure a Group Life Insurance Cover for its employees. The policy will indemnify demise of an employee as a result of any cause of death.

Population: The cover will be for 158 employees of KDIC and 9 board Members.

Benefit Payable: During the period of cover, existing employees of KDIC and also for any new employee. The benefit will be based on (48 x gross).

Beneficiary Nomination: Each member of KDIC staff will nominate one or more beneficiaries. The benefit must be payable through KDIC within two weeks on submission of the original death certificate.

Duration: The scheme will run for a period from Contract Signing for a period of One year. The member's cover will cease immediately she/he leaves the service of KDIC. It will also cease if KDIC fails to renew the cover after expiry of the contract.

Last Expense: An inbuilt last expense rider of Kshs.200,000/= shall be included alongside Group Life Cover. The last expense amount policy shall be paid within 48 hours of notification of demise of a covered member.

Total Monthly Basic The total monthly basic salary for KDIC Members of staff shall be an estimated at KES. 27,5000,000.00.

TERMS OF REFERENCE FOR GROUP PERSONAL ACCIDENT COVER - WORK INJURY BENEFITS ACT (WIBA).

The KENYA DEPOSIT INSURANCE CORPORATION intends to procure a Group Personal Accident Cover - Work Injury Benefit cover for its employees. The policy will indemnify an employee as a result of any accident both at place and outside place of work as below. This shall include both permanent total disability and temporary disability.

Population:	The cover will be for 158 employees of KDIC and 9 board Members.
Benefit Payable:	The benefit will be based on (98 x gross).
Duration:	The scheme will run for a period from Contract Signing for a period of One year. The member's cover will cease immediately she/he leaves the service of KDIC. It will also cease if KDIC fails to renew the cover after expiry of the contract.
Total Monthly Basic	The total monthly basic salary for KDIC Members of staff shall be an estimated at KES.27,500,000.00.

SECTION VI - STANDARD FORMS

Notes on the standard Forms

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

Form of Tender

To:

Date

Name and address of procuring entity _____

Tender No.

Tender Name

Gentlemen and/or Ladies:-

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

Dated this _____ day of _____ 2

 [Signature]

 [In the capacity of]

Duly authorized to sign tender for and on behalf of _____

Contract Form

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

WHEREAS the Procuring entity invited tenders for the medical/group life insurance cover and has accepted a tender by the tenderer for the provision of the services in the sum of _____ [contract price in words in figures] (hereinafter called “the Contract Price”).

NOW THIS AGREEMENT WITNESSTH AS FOLLOWS:-

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

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

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

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

CONFIDENTIAL BUSINESS QUESTIONNAIRE

CONFIDENTIAL BUSINESS QUESTIONNAIRE

You are requested to give the particular indicated in part 1 and either part 2 (a) , 2(b) or 2 9c) which ever applies to your type of business.

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

Part _____ General

Business
 Name.....
 Location of Business
 premises.....
 Plot No.....Street/
 Road.....
 Postal Address.....Tel.
 No.....Fax.....Email.....
 Nature of Business

Registration Certificate
 No.....
 Maximum value of business which you can handle at any one time
 Kshs.....
 Name of your
 Bankers.....Branch.....

Part 2 (a) Sole Proprietor
 Your name in
 full.....Age.....
 Nationality.....Country of
 origin.....
 Citizenship Details

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.....
- 5.....

Date.....Signature of tender.....

If a citizen, indicate under “citizenship Details” whether by birth, Naturalization or Registration.

DECLARATION FORM

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

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

1. THAT I am the Chief Executive/Managing Director/Principal Officer/Director of (Name of the Company) who is a Tenderer in respect of Tender No. To supply goods, render services and/or carry out works for Kenya Deposit Insurance Corporation and duly authorized and competent to make this statement.
2. THAT the aforesaid Tenderer has not been debarred from participating in procurement proceedings under Part IX.
3. THAT the aforesaid Tenderer will not engage in any corrupt practice and has not been requested to pay any inducement to any member of the Board, Management, Staff and/or employees and/or agents of Board of Trustees, Kenya Deposit Insurance Corporation, which is the procuring entity.
 1. THAT the aforesaid Tenderer, its servants and/or agents have not offered any inducement to any member of the Board, Management, Staff and/or employees and/or agents of Kenya Deposit Insurance Corporation.
 2. THAT what is deponed to hereinabove is true to the best of my knowledge information and belief.

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

SELF DECLARATION FORM

REPUBLIC OF KENYA

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

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

1. THAT I am the Company Secretary/ Chief Executive/ Managing Director/
 Principal Officer/ Director
 of..... (insert name of the
 Company) who is a Bidder in respect of **Tender No.**
 for.....(insert tender
 title/description) for..... (insert name of Procuring
 entity) and duly authorized and competent to make this statement.

2. THAT the aforesaid Bidder, its Directors and subcontractors have not been
 debarred from participating in procurement proceeding under Part IV of
 the Act.

3. THAT what is deposed to hereinabove is true to the best of my
 knowledge, information and belief.

.....

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

**SELF DECLARATION FORMS
REPUBLIC OF KENYA**

PUBLIC PROCUREMENT REGULATORY AUTHORITY (PPRA)

SELF DECLARATION THAT THE PERSON/TENDERER WILL NOT ENGAGE IN ANY CORRUPT OR FRAUDULENT PRACTICE

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

1. THAT I am the Company Secretary/ Chief Executive/ Managing Director/ Principal Officer/ Director of..... (insert name of the Company) who is a Bidder in respect of **Tender No.** for.....(insert tender title/description) for..... (insert name of Procuring entity) and duly authorized and competent to make this statement.

THAT the aforesaid Bidder, its servants and/or agents / subcontractors will not engage in any corrupt or fraudulent practice and has not been requested to pay any inducement to any member of the Board, Management, Staff and/or employees and/or agents of Kenya Deposit Insurance Corporation which is the Procuring entity.

2. THAT the aforesaid Bidder, its servants and/or agents / subcontractors have not offered any inducement to any member of the Board, Management, Staff and/or employees and/or agents of Kenya Deposit Insurance Corporation.

3. THAT the aforesaid Bidder will not engage / has not engaged in any corrosive practice with other bidders participating in the subject tender.

THAT what is deposed to hereinabove is true to the best of my knowledge, information and belief.

.....
.....

(Title) (Signature)

(Date)

Bidder Official Stamp

**COMMENTS AND SUGGESTIONS OF CONSULTANTS ON THE TERMS OF
REFERENCE AND ON DATA, SERVICES AND FACILITIES TO BE PROVIDED BY
THE CLIENT.**

On the Terms of Reference:

- 1.
- 2.
- 3.
- 4.
- 5.

TENDER SECURITY FORM

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

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

THE CONDITIONS of this obligation are:-

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

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

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

[Authorized Signatories and official stamp of the Bank]

(Amend accordingly if provided by Insurance Company)

PERFORMANCE SECURITY FORM

To:
[Name of procuring entity]

WHEREAS *[name of tenderer]*
(Hereinafter called “the tenderer”) has undertaken, in pursuance of Contract No. _
_____ *[reference number of the contract]* dated _____ 20 ____
_____ to supply
[description of insurance services] (Hereinafter called “the Contract”)

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

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

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

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

Signature and seal of the Guarantors

[Name of bank]

[Address]

[Date]

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.