



THE KENYA NATIONAL EXAMINATIONS COUNCIL

**OPEN TENDER FOR
PROVISION OF GROUP MEDICAL INSURANCE COVER
(IN AND OUT PATIENT)**

TENDER NO. KNEC/ONT/2018-2019/01

10TH JULY 2018

**Kenya National Examinations Council
National Housing Corporation Building
Aga Khan Walk, off Harambee Avenue
P.O. Box 73598-00100
Nairobi**

CLOSING DATE: 31ST JULY, 2018

SECTION I - INVITATION FOR TENDERS

TENDER NO. KNEC/ONT/2018-2019/01

TENDER DATE: 10TH JULY 2018

TENDER FOR PROVISION OF GROUP MEDICAL INSURANCE COVER

- 1.1 Kenya National Examinations Council invites sealed tenders from eligible insurance companies that are duly licensed to provide medical insurance in Kenya for the provision of Staff Medical Insurance Cover for Directors and Permanent Staff for 2018/2019 Financial Year.
- 1.2 Interested eligible candidates may obtain further information from and inspect the tender documents at The Kenya National Examinations Council – Procurement Division Office, 3rd Floor, NHC House, Nairobi Tel: 254 20 317427/12 email: procurement@knec.ac.ke during normal office working hours.
- 1.3 **A complete set of tender documents may be obtained by interested candidates upon payment of a non-refundable fee of Kshs.1,000 in banker's cheque payable to The Kenya National Examinations Council or be downloaded free of charge at our website www.knec.ac.ke. All bids for tender for insurances services must be accompanied by a tender security of Kshs. 500,000 in form of a bank guarantee or obtained from an Insurance Company approved by PPRA.**
- 1.4 Prices quoted should be inclusive of all taxes, must be in Kenya Shillings and shall remain valid for **120 days** from the closing date of the tender.
- 1.5 Completed tender documents are to be enclosed in plain sealed envelopes, marked with the tender number and deposited in the Tender Box at The Kenya National Examinations Council Offices Situated On 6th Floor, NHC House, Nairobi **or be posted to Ag. Chief executive, P.O Box 73598 - 00200 Nairobi** so as to be received on or before **31st July, 2018 at 10.00 AM.**
- 1.6 Tenders will be opened immediately thereafter in the presence of the candidates or representatives who choose to attend at the above address.
- 1.7 Late bids shall be rejected

Ag. Chief Executive Officer

TABLE OF CONTENTS

SECTION I	- INVITATION FOR TENDERS	2
SECTION II	- INSTRUCTIONS TO TENDERERS	5
2.1.	Eligible Tenderers	5
2.2	Cost of Tendering	5
2.3	Contents of Tender Document	5
2.4	Clarification of Tender Documents	6
2.5	Amendment of Tender Documents	6
2.6	Language of Tender	6
2.7.	Documents Comprising the Tender	7
2.8.	Form of Tender	7
2.9.	Tender Prices	7
2.10.	Tender Currencies	7
2.11.	Tenderers Eligibility and Qualifications	7
2.12.	Tender Security	7
2.13.	Validity of Tenders	8
2.14.	Format and Signing of Tenders	8
2.15	Sealing and Marking of Tenders	9
2.16.	Deadline for Submission of Tenders	9
2.17.	Modification and Withdrawal of Tenders	9
2.18.	Opening of Tenders	10
2.19	Clarification of Tenders	10
2.20	Preliminary Examination and Responsiveness	10
2.21.	Conversion to single currency	11
2.22.	Evaluation and Comparison of Tenders	11
2.23.	Contacting Procuring Entity	12
2.24	Post-qualification	12
2.25	Award Criteria	12
2.26.	Procuring entity Right to accept or Reject any or all Tenders	13
2.27	Notification of Award	13
2.28	Signing of Contract	13
2.29	Performance Security	13
2.30	Corrupt or Fraudulent Practices	14
Data Sheet to Instructions to Tenderers (ITT)		15
SECTION III	GENERAL CONDITIONS OF CONTRACT	Error!
	defined.	Bookmark not
3.1.	Definitions	18
3.2.	Application	18
3.3.	Standards	18
3.4.	Use of Contract Documents and Information	18
3.5.	Patent Rights	19
3.6	Performance Security	19
3.7.	Delivery of services and Documents	19
3.8.	Payment	19
3.9.	Prices	20
3.10.	Assignment	20

3.11.	Termination for Default -----	20
3.12.	Termination for Insolvency -----	20
3.13.	Termination for Convenience-----	21
3.14	Resolution of Disputes -----	21
3.15.	Governing Language-----	21
3.16.	Applicable Law -----	21
3.17	Force Majeure -----	21
3.18	Notices -----	21
SECTION IV - SPECIAL CONDITIONS OF CONTRACT -----		
4.1.	CONDITIONS TO BE MET BY THE INSURANCE COMPANY -----	
4.2.	CONDITIONS TO BE MET BY INSURANCE BROKER-----	
SECTION V - SCHEDULE OF REQUIREMENTS -----		23
Notes for preparing Schedule of Requirements. -----		
SECTION V - SCHEDULE OF REQUIREMENTS -----		
SECTION VI - STANDARD FORMS-----		33
Notes on the Standard Forms-----		34
Form Of Tender -----		
Price Schedule Form -----		36
Contract Form-----		36
CONFIDENTIAL BUSINESS QUESTIONNAIRE -----		37
TENDER SECURITY FORM-----		39
PERFORMANCE SECURITY FORM-----		40
LETTER OF NOTIFICATION OF AWARD -----		41

SECTION II - INSTRUCTIONS TO TENDERERS

2.1. Eligible Tenderers

- 2.1.1 This Invitation for Tenders is open to all Licensed Insurance Companies and Licensed Medical Insurance Providers as described in the Bid Data Sheet. Successful tenderers shall provide the services for an initial One year period, with an option of renewal for a further two year from the date of commencement (hereinafter referred to as the term) specified in the tender documents.
- 2.1.2 The Kenya National Examinations Council employees, committee members, board members and their relatives (spouse and children) are not eligible to participate in the tender.
- 2.1.3 Tenderers shall provide the qualification information statement that the tenderer (including all members of a joint venture and subcontractors) is not associated, or have been associated in the past, directly or indirectly, with a firm or any of its affiliates which have been engaged by The Kenya National Examinations Council 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 Kenya National Examinations Council 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 Kshs1,000/= but no cost will apply if the tender is downloaded at our website www.knec.ac.ke
- 2.2.3 The Kenya National Examinations Council 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 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

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 Kenya National Examinations Council by post, or by email at The Kenya National Examinations Council address indicated in the Invitation for tenders. Kenya National Examinations Council 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 Kenya National Examinations Council 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 Kenya National Examinations Council 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, Kenya National Examinations Council 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 Kenya National Examinations Council 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 Kenya National Examinations Council shall be written in English language. Any printed literature furnished by the tenderer may be written in another language provided they are accompanied by an accurate English translation of the relevant passages in which case, for purposes of interpretation of the tender, the English translation shall govern.

2.7. Documents Comprising the Tender

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

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

2.8. Form of Tender

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

2.9. Tender Prices

2.9.1 The tenderer shall indicate on the Form of Tender and the appropriate Price Schedule the unit prices and Total Tender Price of the services it proposes to provide under the contract.

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

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

2.10. Tender Currencies

2.10.1 Prices shall be quoted in Kenya Shillings.

2.11. Tenderers Eligibility and Qualifications

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

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

2.11.3 The tenderer shall not have any pending insurance related dispute with the Kenya National Examinations Council.

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 Data Sheet 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 Kenya National Examinations Council against the risk of Tenderer's conduct which would warrant the security's forfeiture, pursuant to paragraph 2.12.7
- 2.12.4 The tender security shall be denominated in Kenya Shillings or in another freely convertible currency, and shall be in the form:
- a) Cash, or
 - b) Bank guarantee.
 - c) Insurance Guarantee approved by PPRA
The Security Validity must be 45 day over the tender Validity
- 2.12.5 Any tender not secured in accordance with paragraph 2.12.1, 2.12.3 & 2.12.4 shall be rejected by Kenya National Examinations Council 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.
- 2.12.8 The tender security may be forfeited:
- (a) if a tenderer withdraws its tender during the period of tender validity.
 - (b) in the case of a successful tenderer, if the tenderer fails:
 - (i) to sign the contract in accordance with paragraph 2.29 or
 - (ii) to furnish performance security in accordance with paragraph 2.30.
 - (c) If the tenderer rejects correction of an arithmetic error in the tender.

2.13. Validity of Tenders

- 2.13.1 Tenders shall remain valid for 120 days after date of tender opening pursuant to paragraph 2.18. A tender valid for a shorter period shall be rejected by The Kenya National Examinations Council as non-responsive.
- 2.13.2 In exceptional circumstances, Kenya National Examinations Council may solicit the Tenderer's consent to an extension of the period of validity. The request and the responses thereto shall be made in writing. The tender security provided under paragraph 2.12 shall also be suitably extended. A tenderer granting the request will not be required nor permitted to modify its tender.

2.14. Format and Signing of Tenders

- 2.14.1 The tenderer shall prepare an original and a copy of the tender, clearly marking each **"ORIGINAL TENDER"** and **"COPY OF TENDER,"** as appropriate. In the event of any discrepancy between them, the original shall govern.
- 2.14.2 The original and all copies of the tender shall be typed or written in indelible ink and shall be signed by the tenderer or a person or persons duly authorized to bind the tenderer to the

contract. All pages of the tender, except for un-amended printed literature, shall be initialed by the person or persons signing the tender.

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

2.15 Sealing and Marking of Tenders

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

- 2.15.2 The inner and outer envelopes shall:

- (a) be addressed to **THE KENYA NATIONAL EXAMINATIONS COUNCIL** 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** the date and time of closing in the data sheet.

- 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, The Kenya National Examinations Council 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 Kenya National Examinations Council at the address specified not later than the day, date and time of closing stated in the data sheet.

- 2.16.2 The Kenya National Examinations Council 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 Kenya National Examinations Council 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 Kenya National Examinations Council as provided for in the Data Sheet.

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 Kenya National Examinations Council 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. (Sealing and Marking of

Tenders) a withdrawal notice may also be sent by post, 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.

2.18. Opening of Tenders

2.18.1 The Kenya National Examinations Council will open all tenders in the presence of tenderers' representatives who choose to attend, at **10.00 AM on 31st July, 2018** 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 Kenya National Examinations Council at its discretion, may consider appropriate, will be announced at the opening.

2.18.3 The Kenya National Examinations Council 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 Kenya National Examinations Council 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 Kenya National Examinations Council in its 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 Kenya National Examinations Council 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 The Kenya National Examinations Council 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.

2.20.3 Prior to the detailed evaluation, The Kenya National Examinations Council 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 Kenya National

Examinations Council determination of a tender's responsiveness is to be based on the contents of the tender itself without recourse to extrinsic evidence.

2.20.4 If a tender is not substantially responsive, it will be rejected by The Kenya National Examinations Council 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 Kenya National Examinations Council 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 Kenya National Examinations Council will evaluate and compare the tenders which have been determined to be substantially responsive.

2.22.2 The Kenya National Examinations Council's evaluation of 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 The following evaluation methods will be applied.

(a) Operational Plan

(i) The Kenya National Examinations Council 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 Kenya National Examinations Council required delivery time will be treated as non responsive and rejected.

(b) Deviation in payment schedule

(i) Tenderers shall state their tender price for the payment on schedule outlined in the special conditions of contract. Tenders will be evaluated on the basis of this base price. Tenderers are, however, permitted to state an alternative payment schedule and indicate the reduction in tender price they wish to offer for such alternative payment schedule. The Kenya National Examinations Council 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 KENYA NATIONAL EXAMINATIONS COUNCIL

2.23.1 No tenderer shall contact The Kenya National Examinations Council 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 Kenya National Examinations Council 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 Kenya National Examinations Council 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, as well as such other information as The Kenya National Examinations Council deems necessary and appropriate by conducting due diligence.

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 Kenya National Examinations Council 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 Kenya National Examinations Council 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. THE KENYA NATIONAL EXAMINATIONS COUNCIL RIGHT TO ACCEPT OR REJECT ANY OR ALL TENDERS

- 2.26.1 The Kenya National Examinations Council 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 Kenya National Examinations Council action. If The Kenya National Examinations Council determines that none of the tenders is responsive, The Kenya National Examinations Council shall notify each tenderer who submitted a tender.
- 2.26.2 The Kenya National Examinations Council 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 Kenya National Examinations Council 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 Kenya National Examinations Council pursuant to clause 2.9 (Tender Prices). 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, The Kenya National Examinations Council will promptly notify each unsuccessful Tenderer and will discharge its tender security.

2.28 Signing of Contract

- 2.28.1 At the same time as The Kenya National Examinations Council notifies the successful tenderer that its tender has been accepted, The Kenya National Examinations Council 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 Kenya National Examination Council
- 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 Kenya National Examinations Council

2.29.2 Failure by the successful tenderer to comply with the requirement of this paragraph 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 Kenya National Examinations Council 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 Kenya National Examinations Council 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 Kenya National Examinations Council 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.

Bid Data Sheet to Instructions to Tenderers (ITT)

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 Bid Data Sheet, the provisions of the Bid Data Sheet herein shall prevail over those of the instructions to tenderers.

2.1	This invitation for tender is open to all eligible and Licensed Insurance Companies and Licensed Medical Insurance Providers as described in the Bid Data Sheet.
2.12	Tender Security shall be Kshs.500,000 (Five hundred thousand only)
2.13	Tender Validity will be <u>120</u> days
2.15.2 (b)	The inner and outer envelopes shall bear the Words: i) Tender Name: Procurement of Group medical Insurance Services ii) Tender No. : KNEC/ONT/2018-2019/01 iii) DO NOT OPEN BEFORE 31st July, 2018 at 10.00 AM Tenders must be addressed and delivered to: Ag. CHIEF EXECUTIVE OFFICER THE KENYA NATIONAL EXAMINATIONS COUNCIL P.O.BOX 73598 - 00200 NAIROBI
2.16.1	Tenders must be received on or before 31st July, 2018 at 10.00 AM

MANDATORY REQUIREMENTS FOR INSURANCE COMPANIES & LICENSED MEDICAL INSURANCE PROVIDERS

(FAILURE TO PROVIDE ANY OF THESE MANDATORY REQUIREMENTS WILL LEAD TO DISQUALIFICATION)

1. Submit Tender Security.
2. Submit a copy of Current License from Insurance Regulatory Authority (IRA).
3. Submit a copy of Valid Tax Compliance Certificate & PIN Certificate
4. Submit copy of VAT certificate (insurance companies only)
5. Submit a copy of Certificate of Registration/Incorporation.
6. Submit a copy of current Membership Certificate from Association of Kenya Insurers (AKI) (insurance companies only).
7. Submit Copy of Current Business Permit from relevant County Government where business is located.
8. Submit duly signed and certified copies of Audited Accounts for three (3) years – 2015, 2016 & 2017.
9. Submit a Sworn Affidavit by a Commissioner of Oaths that the tenderer is not insolvent, in receivership, bankrupt or in the process of being wound up, is not the subject of legal proceedings relating to the foregoing and is not debarred from participating in public procurement.
10. Submit certified copy of Company Registration (CR12) and a schedule detailing information on

Shareholding Percentages, Shares, Residence/Location and Address of each Director.

11. Submit Company Profile with a proper and clear Organogram.
12. Duly completed, signed and stamped Form of Tender.
13. Duly completed, signed and stamped Confidential Business Questionnaire Form.
14. Affidavit on Litigation for the last 5 years.
15. Attach duly signed Power of Attorney to commit the organization.
16. The Tender document – both “**Original**” and “**Copy**” must have an accurate Table of Contents, Well Paginated. The mandatory documents requested **MUST** be arranged in the order as appearing in 1 – 15 above. The entire tender document must be serialized in all pages.

TECHNICAL EVALUATION FOR INSURANCE COMPANIES

(ANY BIDDER WHO FAILS THE TECHNICAL EVALUATION WILL NOT PROCEED TO THE FINANCIAL EVALUATION)

1. Evidence of experience in provision of staff medical insurance cover to corporate clients with a minimum of 500 employees for the last five (5) years (attach copies of award letters or contracts). – **10 marks**
2. List of five (5) reputable clients whom you are currently providing medical insurance cover - three of whom must have a premium of over Kes 100 Million and the other two (2) with premium of over Kes 50 Million each - provide evidence inform of contract awards/contractual commitments/award letters/copies of debit notes and corresponding premium receipts. – **5 marks**
3. Three (3) recommendation letters on medical insurance services provided from reputable organizations, names and contact details of clients who may be contacted for further information on those contracts. – **3 marks**
4. Have total client premiums in medical business for three (3) years - 2015, 2016 and 2017 of at least Kes 1.5 Billion per year and at least Kes 4.5 Billion in total business turnover for three (3) years - 2015, 2016 and 2017 - composite insurance business. – **5 marks**
5. Submit a copy of duly signed and certified copies of the audited accounts for the last 3 years - 2015, 2016 & 2017 and have over Kes 500 Million in paid up capital as reflected in the books of account, in the year 2017. – **3 marks**
6. Sworn affidavit by the commissioner of oaths indicating that the firm is not insolvent, in receivership, in process of being wound up, not debarred from participating in public procurement and not a subject of current legal proceedings – **4 marks**
7. Provide a list and CVs of at least 6 key professional staff - three (3) management staff and three (3) technical staff. – **10 marks**
8. Provide evidence of having been in Insurance business for not less than ten (10) years; - **5 Marks**
9. **Reinsurance Arrangements and Regulatory Approvals:** Provide evidence of Reinsurance Arrangement together with retention levels specific to the Group Life Insurance Cover including Reinsurance Notes, and 2018 Approval by the Insurance Regulatory Authority (IRA) – **5 Marks**
10. **Good Claim Settlement:** Provide Recommendation Letters from at least five (5) major clients as evidence of good claim settlement record for Medical Insurance class of business. A Letter from each of the five (5) major corporate clients confirming this aspect must be attached. – **10 Marks.**
11. Responsiveness to KNEC’s medical insurance requirements - Firms responsiveness to the proposed cover as per KNEC’s requirements listed in the provided schedule of benefits. – **max 40 marks**

FINANCIAL EVALUATION

To qualify for financial evaluation and award the bidder must score a minimum of 80% points. Should there be a tie in the quoted premiums prices. KNEC will consider those with the highest score for award.

All classes of Insurance Must be quoted as one unit and award will be to a single Insurance Underwriter.

POST QUALIFICATION

The post qualification of the tenders received by The Kenya National Examinations Council will be undertaken on the basis of the customer reference checks based on information provided by your firm:

The names, addresses, telephone numbers and contact persons of at least five of your clients that The Kenya National Examinations Council may contact to reference check.

TECHNICAL EVALUATION FOR LICENSED MEDICAL INSURANCE PROVIDERS

1. Submit copy of current license from Insurance Regulatory Authority (IRA).
2. Provide copy of Bank Guarantee deposited with IRA.
3. Submit Company Profile with a proper organogram.
4. Submit copy of valid Professional Indemnity Cover for a limit of not less than Kshs. 100M.
5. Provide evidence of being in business existence for the last five (5) years by copies of IRA renewal licenses for the past five (5) years.
6. Provide letters of recommendation by at least five (5) major clients whom you have serviced within the last three (3) years and whose premium volume is in excess of Kshs. 30M per annum.
7. Provide curriculum vitae of principal officer and at least four (4) other professional staff of whom at least two (2) must have a Degree in Insurance and three (3) Diplomas in Insurance qualifications.

TECHNICAL EVALUATION

Note:

- 1) Any Bidder who fails the Technical Evaluation will not proceed to the Financial Evaluation
- 2) The Technical Evaluation criteria for Insurance Companies will apply to both Insurance Companies (underwriters) bidding directly as well as those bidding through Medical Insurance Providers.
- 3) Technical Evaluation criteria for Medical Insurance Providers must be met in full for the bidder to proceed to the Financial Evaluation stage.

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 Kenya National Examinations Council 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 Kenya National Examinations Council under the Contract.
- (d) “The Kenya National Examinations Council” 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” mean 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 Kenya National Examinations Council 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 Kenya National Examinations Council 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 Kenya National Examinations Council 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 Kenya National Examinations Council and shall be returned (all copies) to The Kenya National Examinations Council on completion of the contract's or performance under the Contract if so required by Kenya National Examination Council

3.5. Patent Rights

3.5.1 The Contractor shall indemnify The Kenya National Examinations Council 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 Kenya National Examinations Council 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 Kenya National Examinations Council 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 Kenya National Examinations Council and shall be in the form of:

- a) **Cash or**
- b) **Bank guarantee.**
- c) **Insurance guarantee as approved by PPOA**

3.6.4 The performance security will be discharged by The Kenya National Examinations Council 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 Kenya National Examinations Council in the schedule of requirements and the special conditions of contract

3.8. Payment

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

3.82. Payment shall be made promptly by The Kenya National Examinations Council 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 Kenya National Examinations Council 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 15% of the original contract price
- 3.9.4 Price variation requests shall be processed by The Kenya National Examinations Council 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 Kenya National Examinations Council prior written consent.

3.11. Termination for Default

- 3.11.1 The Kenya National Examinations Council 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 Kenya National Examination Council
 - (b) If the Contractor fails to perform any other obligation(s) under the Contract
 - (c) If the Contract in the judgment of The Kenya National Examinations Council has engaged in corrupt or fraudulent practices in competing for or in executing the contract
- 3.11.2 In the event The Kenya National Examinations Council 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 Kenya National Examinations Council 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 Kenya National Examinations Council 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 Kenya National Examination Council

3.13. Termination for Convenience

- 3.13.1 The Kenya National Examinations Council by written notice sent to the contractor, may terminate the contract in whole or in part, at any time for its convenience. The notice of termination shall specify that the termination is for the procuring entities convenience, the extent to which performance of the contractor of the contract is terminated and the date on which such termination becomes effective.
- 3.13.2 For the remaining part of the contract after termination The Kenya National Examinations Council 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 Kenya National Examinations Council and the contractor shall make every effort to resolve amicably by direct informal negotiations and disagreement or disputes arising between them under or in connection with the contract
- 3.14.2 If after thirty (30) days from the commencement of such informal negotiations both parties have been unable to resolve amicably a contract dispute either party may require that the dispute be referred for resolution to the formal mechanisms specified in the SCC.

3.15. Governing Language

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

3.16. Applicable Law

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

3.17 Force Majeure

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

3.17 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.

Special Conditions of Contract as relates to the General Conditions of Contract

Reference of general conditions of contract	Special condition of contract
3.6 Performance security	As per Tender
3.7 Delivery of Services	For one year
3.8 Payment	(Specify as necessary)
3.9 Price adjustment	No price adjustments will be allowed
4.0 Applicable law	Laws of Kenya
4.1 Notices	Ag. Chief Executive Officer Kenya National Examinations Council NHC HOUSE 6 TH FLOOR P.O. Box 73598 - 00200 NAIROBI Email;ceo@knec.ac.ke

4 SECTION IV - SCHEDULE OF REQUIREMENTS

SPECIFICATIONS FOR GROUP MEDICAL - INPATIENT AND OUTPATIENT INSURANCE COVER FOR ELIGIBLE BOARD MEMBERS, CHIEF EXECUTIVE OFFICER AND STAFF FOR 2018-2019 PERIOD.

The Kenya National Examinations Council wishes to procure a comprehensive and flexible In-Patient and Out-patient Medical cover for five (5) Council Members, Chief Executive Officer and 416 permanent employees as Principal members, their spouses (one) and 4 children aged 22 years and below or 25 years if in an educational institution on full time basis. Both In-Patient and Out-patient Medical cover will be sourced as one unit to be provided by one Medical Insurance Provider.

1.0 IN-PATIENT MEDICAL COVER LIMITS

The services stipulated hereunder will be provided among others services:-

Category	No	In-Patient	HIV & AIDS	Pre-existing, Chronic, HIV/AIDS, Pre-mature births, Congenital and Cancer related conditions and Psychiatric Illness	Maternity	Caesarean (first ever and subsequent ones)	Dental Surgery - Non Accident	Last Expense Burial benefit – for principal and any dependant
		Kes p.a/per family	Kes p.a/per family	Kes p.a/per family	Kes p.a/per family	Kes p.a/per family	Kes p.a/per family	Kes p.a/per family
Board Members	5	2M	No limit	2M	200,000	200,000	200,000	100,000
Chief Executive Officer	1	10M	No limit	3M	200,000	200,000	200,000	200,000
Staff	416	2M	1.5M	1.5M	200,000	200,000	200,000	200,000

1.1 IN –PATIENT MEDICAL SERVICES

- General Inpatient service;
- Medical services for other terminal diseases and cancerous related illnesses;
- Medical services for pre-existing, chronic, HIV/AIDS, pre-mature

births, congenital and cancer related conditions covered within the Inpatient Limit;

- Laboratory and pathology investigations, x-rays, ultrasound, ECG, EEG and MRI scans;
- Gynecological services that require admission;
- Radiotherapy, chemotherapy, cost of splints, crutches and other orthopedic appliances;
- Prescribed drugs, dressings, surgical appliances and nursing procedures;
- Theatre and fees;
- Day care surgery;
- Intensive care unit (ICU), high dependency units (HDU), hospital doctor's specialists and surgeons and anesthetists fees;
- Provision of hearing aids as part of the benefits available in inpatient overall cover;
- Daily bed entitlement in a standard private room maximum Kes.14,500/= per day net NHIF.
- Dental Sub limit of Kes.200,000/= within Inpatient per family for non-accidental dental implant and hospitalization;
- Optical Sub-limit of Kes.200,000/= within Inpatient per family to cater for Non Accidental Inpatient Ophthalmology;
- Psychiatric and psychotherapy related conditions covered up to Kes.1,500,000 within Inpatient medical Limit per annum/per family;
- Post- hospitalization/follow-up benefit of Kes. 100,000/= for up to 45 days after discharge within Inpatient cover limit;
- Cataract surgery and laser eye treatment of up to Kes.500,000;
- Specialized renal treatment covered up to the full inpatient cover;
- Maternity confinement as standalone benefit;
- Caesarian delivery as standalone benefit;
- Funeral/last expense cover as standalone benefit;
- Circumcision procedure for males within inpatient limit;
- Accommodation/lodger fees for parent/guardian accompanying child below twelve (12) years;
- Home care nursing cover within the inpatient limit up to 30 days per year;
- 24 hour emergency road rescue and air evacuation in case of emergency (details of the cover shall be provided by the service provider and shall form part of the scope of the cover);
- Any other.

1.2 OUT –PATIENT MEDICAL COVER LIMITS

Category	No.	Out-Patient Cover Limits (Including Congenital, Chronic & Pre-Existing Conditions, Psychiatric Illness & HIV/AIDS)	Optical Cover Limit	Dental Cover Limit	Annual Health Checkup
		Kes p.a per family	Kes p.a per family	Kes p.a per family	Kes p.a per family
Board Members	5	100,000	100,000	100,000	50,000
Chief Executive Officer	1	200,000	100,000	100,000	50,000
Permanent Staff	416	200,000	60,000	60,000	30,000

1.3 MEDICAL COVER OUT- PATIENT SERVICES

- Doctors and specialization consultations;
- Prescribed drugs, dressing and procedures.
- Maternity;
- Dental services outside the outpatient overall cover;
- Optical services outside the outpatient overall cover.
- Physiotherapy;
- Diagnostic/ laboratory examinations and tests;
- Specialized renal treatment;
- General Health checkups;
- Male circumcision procedures;
- Daycare surgery;
- Road and air evacuation at no extra cost (details of the cover shall be provided by the service provider and shall form part of the scope of the cover);
- Medical services for pre-existing, chronic, HIV/AIDS, pre-mature births, congenital and cancer related conditions covered within the outpatient limit;
- HIV/AIDS counseling, testing services and provision of unlimited antiretroviral and other related drugs;
- Attendance to other opportunistic and terminal diseases such as tuberculosis, cancer etc;
- Specialist opinion on referral basis;

- X-rays, Electrocardiograms, encephalograms, audiograms, radiotherapy, chemotherapy, biopsy and dialysis services;
- Out-patient surgery;
- Physiotherapy and psychologist services;
- Renal treatment covered up to the full outpatient cover;
- Provision of prescribed diabetes medical test strips;
- Routine antenatal and postnatal care up to eight weeks;
- Adult travel vaccination and certification including issuance of travel insurance letters at no extra cost;
- Counseling and rehabilitation services for staff affected with ADA;
- Travel Vaccination covered within the out-patient benefit;
- Maximum Limit on Frames Kes. 20,000 within the out-patient optical limit.
- General Practitioner's consultation;
- Specialist consultation limit;
- Pre-natal and post natal covered within the outpatient benefit;
- Routine KEPI and "baby friendly" vaccinations up to 18 (Eighteen) months of age within the out-patient benefit. Namely;
 - ❖ BCG – Tuberculosis;
 - ❖ HEP B – Hepatitis B;
 - ❖ Hib – Meningitis (Haemophilus influenza type b);
 - ❖ OPV – Oral Polio Vaccine;
 - ❖ MMR – Measles, Mumps Rubella;
 - ❖ IPV – Injectable Polio Vaccine;
 - ❖ Rota Virus
 - ❖ DTaP – Diphtheria Tetanus acellular pertussis;
 - ❖ DT – Diphtheria Tetanus;
- Annual health checkup for employees and declared spouses cover once a year for the below tests;
 - ❖ Physical examination + BMI
 - ❖ Blood sugar
 - ❖ PSA test
 - ❖ Pap smear
 - ❖ Body Mass Index
 - ❖ Lipid profile
 - ❖ Urinalysis
 - ❖ Full blood count
 - ❖ Mammogram
 - ❖ Gamma GT
 - ❖ Uric acid
- Any other.

1.4 SPECIAL COVER CLAUSES/GENERAL CONDITIONS

- Age limit Day 1 (term babies at 38 weeks subject to notification within 7 days) to 70 years old. Dependant children covered to 22 years of age and up to 25 years old subject to proof of full time learning;
- Use of Biometric smart cards;
- Reimbursement claim procedures;
- Any expenses incurred for medical examinations done for checkup purposes not arising out of sickness or accident;
- Worldwide cover on business or holiday;
- Qualified and dedicated account relations executive with a 24/7 basis emergency/helpline by the service provider;
- Overseas evacuation for treatment locally available on referral for the patient. However, for overseas treatment costs where treatment is available locally yet member prefers to seek treatment overseas the cover will be on reimbursement basis;
- Cover outside Kenya up to 8 weeks;
- Provision of hearing aids as part of the benefits available in outpatient overall cover;
- Alcohol and Drug Addiction treatment and counseling services available in outpatient overall cover;
- Submission of quarterly individual claims and corporate utilization reports;
- Member sensitization seminars.
- The Medical Cover SHALL HAVE NO exclusions.

1.5 DETAILED DENTAL BENEFITS

This is a standalone cover and shall provide for the following dental benefits:

- Root canal;
- Cost of filling;
- X-rays;
- Polishing and Scaling;
- Tooth extractions including surgical extraction together with anesthetics' fees;
- Inpatient non accidental Dental cover;
- Decay;
- Dentures,
- Braises;
- Crowns
- Bridges as prescribed by dentist

1.6 DETAILED OPTICAL BENEFITS

This a standalone cover and shall provide for the following Optical benefits:

- Expenses related to eye treatment;
- Eye testing;
- Treatment arising from injury to the eyes caused solely and directly by accident external and visible means or arising from a disease affecting the eye or optic nerve;
- The supply and fitting of eyeglasses and frames;
- Laser eye treatment;
- Contact lenses;
- Prescribed antiglare/photo chromatic eye glasses;
- Inpatient non accidental optical;
- Cataract procedure.

1.7 DETAILED MATERNITY COVER BENEFITS

This is a standalone cover and shall cater for the following augmented Maternity benefits:

- Delivery expenses (normal and caesarian).
- Prenatal and postnatal care and ultrasound within the maternity limit.
- Caesarian sections (first ever and the subsequent ones).

1.8 DETAILED ANNUAL HEALTH CHECKUPS BENEFITS

This is a standalone benefit and shall cater for annual health checkups on request. The following will be eligible Board/Council members, Chief Executive Officer and KNEC staff members and declared spouses. The cover limit is as indicated in the out-patient table above and shall be applicable once a year per family for following tests:

- Physical examination + BMI,
- Blood sugar,
- PSA test,
- Pap smear,
- Body Mass Index,
- Lipid profile,
- Urinalysis,
- Full blood count,
- Mammogram,

- Gamma GT,
- Uric acid.

1.9 COUNTRYWIDE NETWORK

The Health Insurance Provider is expected to have a country wide network that will enable Members and their dependents to access medical services as and when the need arises. Where such facilities registered by the Health Insurance Provider cannot be accessed, the Health Provider should be able to:

- Meet/reimburse the cost of treatment of Members and their dependents and/or;
- 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 KNEC staff and their dependants are at all times able to access medical attention in the course of their duties anywhere in the country.

1.10 PROVISION OF QUARTERLY REPORTS

The Medical Cover Provider is expected to furnish the Kenya National Examinations Council with quarterly returns on the utilization of the members' medical entitlements to enable KNEC advise members accordingly. Such reports may also be availed on request by the member.

1.11 REPORTING AND RESPONSIBILITY

The Medical Cover Provider will be responsible to the Chief Executive Officer through the Director Corporate Services.

1.12 OUTPUTS/DELIVERABLES

The Medical Cover Provider shall be responsible for the following outputs/deliverables:

- Conduct a debriefing exercise and submit a report;
- Furnish KNEC with the package of the Employee Medical Cover policy indicating what is offered and how it operates, giving full details;
- Do a presentation of the services offered;

- Send quarterly statements to Members to ensure they do not overshoot their limits;
- Conduct regular member health talks and sensitizations;
- Submit quarterly reports on the progress of the medical scheme and its utilization by individual members and corporate;
- Provide a list of country wide service providers including Hospitals, Doctors, specialists and pharmacies;
- Educate Members on efficient use of the medical cover benefits, the rates and services available to specific providers.

1.13 OTHER BENEFITS

The Medical Cover Provider shall provide a funeral/last expense cover during bereavement of the members on cover as follows:

- Kes.100,000 for Board/Council Members;
- Kes.200,000 for the Chief Executive Officer;
- Kes.200,000 for KNEC Staff members;
- Kes.200,000 for declared spouse/dependant of any of the above principal staff members within the medical cover.

1.14 SCHEME DETAILS

The Medical Cover Provider shall provide wide access to Medical Services without limiting access to any beneficiaries of the scheme.

1.15 CASE MANAGEMENT

The Medical Cover Provider shall be expected to give a detailed report on how the covers will be administered. Give analysis on how the service provider intends to address the following issues of procedures:

- Admission of new and exit of members into the cover;
- Admission of members of pre-existing conditions into the cover;
- Procedure to be followed for the overseas cover;
- Procedure to be followed for maternity cases;

The Medical Cover Provider shall be expected to give details of the claims settlements turnaround time. Note that timelines indicated will be used to review the performance of the service provider during subsequent renewal.

1.16 SPECIAL CLAUSES:

- The cover for chronic illness, congenital defects, pre-existing conditions and HIV/Aids will be provided up to 100% of the in-patient and outpatient benefit;
- No waiting period: The scheme takes effect as at **1st September, 2018**;
- Age limit: lower is one day to 25 years for dependents (all live born whether discharged from hospital or not);
- Those above 20 years up-to and 25 years are covered if attending school or college;
- Age limit for Board Members and Chief Executive Officer the lower is 18 years and upper limit is 75 years;
- Age limit for KNEC staff members the lower is 18 years and upper limit is 65 years;
- Dental cover will include filling, extraction, root canal, braces, dentures and medically necessary scaling and polishing;
- Optical cover will include laser treatment for deterioration/correction of sight and replacement of spectacles;
- General health check-ups per year per family as per limit provided;
- Pre-natal and post-natal will be catered for within the outpatient and inpatient limits where applicable;
- Maternity cover to cater for delivery (normal and caesarean section) and issues other associated with delivery;
- Gynecological conditions including hormonal imbalance and menopausal conditions will be covered within the inpatient and outpatient covers as may be applicable;
- All Caesarians up to a limit of Kes. 200,000 stand alone benefit;
- Disease prevention vaccines to be covered within inpatient and outpatient covers as maybe applicable;
- All children vaccines KEPIs, "baby friendly" and private immunizations will be covered in full within the out-patient cover limit;
- De-worming and multivitamin/supplements will be covered within outpatient and inpatient as may be prescribed by the attending doctor;
- Provision of wheel chair and clutches on recommendation by a doctor within the inpatient cover limit;
- Medical Service Providers are expected to provide a full disclosure of vital information related to the cover;
- Medical Service Providers are also expected to provide the full details of what the cover provides in line with all the requirement contained in these specifications for Group Medical - Inpatient and Outpatient

Insurance cover for eligible Board Members, Chief Executive Officer and Staff of the Kenya National Examinations Council;

- Medical Service Providers are also expected to provide the full details of **ANY** cover exclusions.

1.17 DISCLOSURE ON COVERAGE

- Full details of Counties where the medical provider or insurance company is represented;
- The appointed hospitals, clinics and Doctors panel across the country who can be accessed by employees and their dependants;
- Full details of medical cover for members while on duty outside Kenya and ANY exclusions that are applicable;

This is in recognition or consideration that employee's family may not necessarily be staying with the employee, some may be staying upcountry likewise a KNEC member of staff may also travel out of the country on official duties.

1.18 DETAILS OF MEDICAL COVER MEMBERSHIP AND PREMIUM COMPUTATION

Family Size Key: M = Principal Member

M+1 = Principal Member + 1 dependant

M+2 = Principal Member + 2 dependants

M+3 = Principal Member + 3 dependants

M+4 = Principal Member + 4 dependants

M+5 = Principal Member + 5 dependants

5 PRICE SCHEDULE FORM (Bidders must fill this price schedule form)

		Premium									
Category	No.	Inpatient	Maternity	Caesarean	Last Expense	Category	No.	Outpatient	Dental	Optical	Annual Health Checkup
Directors	5					Directors	5				
CEO	1					CEO	1				
Staff	416					Staff	416				
Total Premium for Inpatient, Maternity, Caesarian and Last Expense Covers						Total Premium for Outpatient, Dental & Optical Covers					
Gross Premium Carried to Form of Tender											

SECTION VI - STANDARD FORMS

Notes on the Standard Forms

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

6 FORM OF TENDER

To:
Ag. CHIEF EXECUTIVE OFFICER
KENYA NATIONAL EXAMINATION COUNCIL
P.O.BOX 73598 - 00200
NAIROBI

Date

TENDER NO.....

TENDER NAME: - Provision of Employee Benefits Insurance Services

Gentlemen and/or Ladies:-

1. Having examined the Tender documents including Addenda No..... (*Insert numbers*) the receipt of which is hereby duly acknowledged, we the undersigned, offer to provide Insurance Services under this tender in conformity with the said Tender document for the sum of.....
.....
.....[*Total Tender amount in words and figures*] or such other sums as may be ascertained in accordance with the Schedule of Prices attached herewith and made part of this Tender.
2. We undertake, if our Tender is accepted, to provide the Group Medical Insurance Cover Services in accordance with the conditions of the tender.
3. If the tender is accepted, we will obtain the performance bond from a reputable 1st tier Bank in the sum equivalent to(percentage) of the contract price for the due performance of the contract as prescribed by(procuring entity)
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 _____ 2018

[Signature]

[In the capacity of]

Duly authorized to sign tender for and on behalf of _____

7 CONTRACT FORM

THIS AGREEMENT made the..... day of..... 20..... between The KENYA NATIONAL EXAMINATIONS COUNCIL (hereinafter called “Kenya National Examination Council”) of the one part and[name of tenderer] of[city and country of tenderer] (hereinafter called “the tenderer”) of the other part:

WHEREAS THE KENYA NATIONAL EXAMINATIONS COUNCIL invited tenders for the insurance covers and has accepted a tender by the tenderer for the supply of the services in the sum of _____ [contract price in words in figures] (hereinafter called “the Contract Price”).

NOW THIS AGREEMENT WITNESSTH AS FOLLOWS:-

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Agreement, viz:
 - (a) the Tender Form and the Price Schedule submitted by the tenderer;
 - (b) the Schedule of Requirements
 - (c) the Details of cover
 - (d) the General Conditions of Contract
 - (e) the Special Conditions of Contract; and
 - (f) THE KENYA NATIONAL EXAMINATIONS COUNCIL Notification of Award
3. In consideration of the payments to be made by THE KENYA NATIONAL EXAMINATIONS COUNCIL to the tenderer as hereinafter mentioned, the tenderer hereby covenants with THE KENYA NATIONAL EXAMINATIONS COUNCIL to provide the insurance cover and to remedy defects therein in conformity in all respects with the provisions of the Contract.
4. THE KENYA NATIONAL EXAMINATIONS COUNCIL 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 KENYA NATIONAL EXAMINATION COUNCIL)

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

CONFIDENTIAL BUSINESS QUESTIONNAIRE

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

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

Part _____ General:

Business Name.....

Location of business premises

Plot No.....Road/Street

Street/Road.....

Postal Address Tel. No.FaxPin

Email

NHIF Registration code No.....No of Staff Registered.....

Registration Certificate No..... (Attach Copy)

Nature of business

Volume and Maximum of business you can handle at any one time.....

Registration Certificate No. (Attach Copy)

Current Trade license NumberVAT No.....

Name of Your Banker.....Attach letter from your bank

Branch of your bank..... Location.....

Account Number of your Bank.....

PAYMENTS WILL BE DONE THROUGH ELECTRONIC FUNDS TRANSFER (EFT)

Do you have any subsidiarily companies? If yes,

Name.....

Percentage Share

Give Names of four referees, Reputable organizations you have been dealing with

1.....2.....

3.....4.....

Part 2(a) – Sole Proprietor:

Your name in full Age

Nationality Country of origin

Citizenship details.....

Party 2(b) – Partnership

Give details of partners as follows

	Name	Nationality	Citizenship Details	Shares
1.....				

2.....

3.....

4.

5.

Part 2(c) – Registered Company:

Private or public.....

State the nominal and issued capital of the company –

Nominal Kshs..

Issued Kshs.....

Give details of all directors as follows

No	Name	Nationality	Age	Gender	Shares
1.....					

2.....

3.....

4.....

5.....

Date.....

Signature of TendererRubber stamp

Tick where applicable

Women Firm	
Youth Firm	
PWD Firm	
Other General Firm	

NOTE

1. THE KENYA NATIONAL EXAMINATIONS COUNCIL shall disqualify any tenderer who submits a document containing false information for purposes of qualification; such candidate shall be blacklisted from KNEC list of suppliers.
2. The Council shall disqualify a tender if it finds at any time the information submitted concerning the qualifications of the candidate was materially inaccurate or materially incomplete.
3. All incomplete questionnaires shall be disqualified.
4. All spaces must be filled

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 Kenya National Examinations Council on the Form; or
2. If the tenderer rejects a correction of an error upon the prompt notice by the procuring entity and
3. If the tender, having been notified of the acceptance of its tender by The Kenya National Examinations Council during the period of tender validity
 - (a) fails or refuses to execute the Contract Form, if required; or
 - (b) fails or refuses to furnish the performance security, in accordance with the Instructions to tenders.

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

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

[Authorized Signatories and official stamp of the Bank]

(Amend accordingly if provided by Insurance Company)

PERFORMANCE SECURITY FORM

To:
[Name of procuring entity]

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

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

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

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

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

Signature and seal of the Guarantors

[Name of bank of financial institution]

[Address]

[Date]

(Amend accordingly if provided by Insurance Company)

LETTER OF NOTIFICATION OF AWARD

THE KENYA NATIONAL EXAMINATIONS
COUNCIL Letterhead)

To: _____

**RE: Tender No.: KENYA NATIONAL EXAMINATION COUNCIL. TENDER
NO.KNEC/ONT/2018-2019/01**

**Tender Name: PROCUREMENT OF GROUP MEDICAL INSURANCE COVER FOR
THE KENYA NATIONAL EXAMINATIONS COUNCIL**

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) _____

For and on behalf of

THE KENYA NATIONAL EXAMINATIONS COUNCIL

KNEC 1- CLIENT REFERENCE FORM

Name of Insurance Broker.....

Name and address of Insured (Client).....

.....

Insurance Policies handled

Class of Insurance	Period of Cover

Performance Evaluation

(The insured to indicate client rating by ticking the appropriate box)

How do you rate the performance of the insurance broker as per their responsiveness to the following:-	Excellent	Good	Average	Poor
1. Claims handling				
2. Underwriting responsiveness				
3. General customer care				

Declaration

We confirm that the above insurance brokerage firm is currently engaged to handle our insurance policies and the total annual premium paid is Kshs.

Name of a.....

Signature

Date.....

Official stamp of the Insured

Telephone contacts:-.....

authorized signatory

Title

FORMAT FOR CV FOR TECHNICAL STAFF

Name of firm:

Name of staff:

Date of Birth:

Nationality:

Address:

Current position in the company:

Academic qualification Held (Post Graduate/Degree/Diploma etc):

Professional qualification (FCII/ACII/CPA-K etc):

Past working experience to date:

Membership in Professional societies:

Detailed tasks assigned in the company:

Detailed tasks to be assigned to this service:

Officer's signature:

Company's authorized person Name and Signatory