



TOURISM REGULATORY AUTHORITY

TENDER DOCUMENT

FOR

**PROVISION OF STAFF MEDICAL
INSURANCE, GROUP PERSONAL
ACCIDENT (GPA) & GROUP LIFE
ASSURANCE (GLA) COVERS**

TENDER NO. TRA/15/2019-2020

CLOSING DATE:

Wednesday, 13th November, 2019 at 10.00 a.m.

UTALII HOUSE 4TH FLOOR
FLOOR P.O. BOX 25357 – 00100
NAIROBI, KENYA.

Website:

www.tourismauthority.go.ke

Table of Contents

	Page
Section I INVITATION FOR TENDERS.....	3
Section II INSTRUCTION TO TENDERERS	
Appendix to instructions to tenderers	4
Section III GENERAL CONDITIONS OF CONTRACT.....	21
Section IV SPECIAL CONDITIONS OF CONTRACT	28
Section V SCHEDULE OF REQUIREMENTS	30
Section VI STANDARD FORMS	41
1. FORM OF TENDER	42
2. PRICE SCHEDULES.....	43
3. CONTRACT FORM.....	46
4. CONFIDENTIAL BUSINESS QUESTIONNAIRE FORM	47
5. TENDER SECURITY FORM	48
6. PERFORMANCE SECURITY FORM.....	49
7. INSURANCE COMPANY'S AUTHORIZATION FORM.....	50



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UTALII HOUSE, 5TH FLOOR
P.O. Box 25357, 00100
NAIROBI
KENYA

25th OCTOBER 2019

TENDER NO. TRA/15/2019-2021- PROVISION OF MEDICAL INSURANCE COVER FOR TRA BOARD MEMBERS AND STAFF (UNDERWRITERS ONLY).

The Tourism Regulatory Authority (TRA) also referred to as Procuring Entity invites sealed tenders from eligible candidates for the Provision of Medical Insurance, Group Personal Accident (GPA) and Group Life (GLA) Cover for TRA Board Members and Staff. The contract will be for a period of one year with an option of renewal subject to annual Satisfactory Performance review as shall be agreed in the contract.

The document may be viewed and downloaded from the Tourism Regulatory Authority's website: www.tourismauthority.go.ke or www.tenders.go.ke for free. Prices quoted should be net inclusive of all taxes, must be in Kenya Shillings and should remain valid for **120 days** from the tender closing date.

Completed tender documents are to be enclosed in plain sealed envelopes, marked with the tender number and be deposited in the tender box provided at The Tourism Regulatory Authority's Offices, 4th floor, Utalii House Building, off Uhuru Highway, Nairobi addressed to:

The Director General
Tourism Regulatory Authority,
P. O. Box 25357 - 00100
NAIROBI

To be received on or before **10:00. A.M on Wednesday 13th November, 2019.**

Tenders must be accompanied by a Tender Security of **Kshs. 200,000** in form of a guarantee from reputable bank or an insurance company approved by PPRA payable to the Director-General, Tourism Regulatory Authority (Self-insured tender security are not allowed).

Tenders will be opened immediately thereafter in the presence of the tenderers representatives who choose to attend the opening at the Board Room, Utalii House Off Uhuru Highway.

DIRECTOR-GENERAL

Table of Clauses

	Page
2.1 Eligible Tenderers.....	5
2.2 Cost of Tendering.....	5
2.3 Contents of Tender document.....	6
2.4 Clarification of Tender document.....	6
2.5 Amendments of Tender document.....	7
2.6 Language of Tenders.....	7
2.7 Documents Comprising the Tender.....	7
2.8 Tender Form.....	8
2.9 Tender Prices.....	8
2.10 Tender Currencies.....	8
2.11 Tenderers Eligibility and Qualifications.....	8
2.12 Tender Security.....	8
2.13 Validity of Tenders.....	10
2.14 Format and Signing of Tenders.....	10
2.15 Sealing and Marking of Tenders.....	10
2.16 Deadline for Submission of Tenders.....	11
2.17 Modification and Withdrawal of Tenders.....	11
2.18 Opening of Tenders.....	11
2.19 Clarification of Tenders.....	12
2.20 Preliminary Examination.....	12
2.21 Conversion to Single Currency.....	13
2.22 Evaluation and Comparison of Tenders.....	13
2.23 Contacting the Procuring Entity.....	14
2.24 Post-Qualification.....	14
2.25 Award Criteria.....	15

2.26	Procuring Entity’s Right to Vary Quantities	15
2.27	Procuring Entity’s Right to Accept or Reject any or all Tenders.....	15
2.28	Notification of Award.....	16
2.29	Signing of Contract.....	16
2.30	Performance Security.....	16
2.31	Corrupt or Fraudulent Practices.....	17

SECTION II ~ INSTRUCTIONS TO TENDERERS

2.1. Eligible Tenderers

- 2.1.1 This Invitation for Tenders is open to all eligible tenderers as described in the 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 TRA’s employees, committee members, board members and their relatives (spouse and children) are not eligible to participate.
- 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 TRA to provide consulting services for the preparation of the design, specifications, and other documents to be used for the procurement of the services under this Invitation for tenders.
- 2.1.4 Tenderers involved in the corrupt or fraudulent practices or debarred from participating in public procurement shall not be eligible.

2.2 Cost of Tendering

- 2.2.1 The Tenderer shall bear all costs associated with the preparation and submission of its tender, and the procuring entity, will in no case be responsible or liable for those costs. Regardless of the conduct or outcome of the tendering process

2.2.2 Tenders can be downloaded from the website; www.tourismauthority.go.ke are free of charge. Hard copy documents shall be 1,000/-

2.2.3 The procuring entity shall allow the tenderer to review the tender document free of charge before purchase.

2.3 Contents of Tender Document

2.3.1 The tender documents comprise the documents listed below and addenda issued in accordance with clause 2.5 of these instructions to tenderers.

- (i) Instructions to Tenderers
- (ii) General Conditions of Contract
- (iii) Special Conditions of Contract
- (iv) Schedule of Requirements
- (v) Details of Insurance Cover
- (vi) Form of Tender
- (vii) Price Schedules
- (viii) Contract Form
- (ix) Confidential Business Questionnaire Form
- (x) Tender security Form
- (xi) Performance security Form
- (xii) Declaration Form
- (xiii) Request for Review Form

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 TRA by post, or by email at the TRA'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 TRA 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.

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

2.7. Documents Comprising the Tender

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

- (a) A Tender Form and a Price Schedule completed in accordance with paragraph 2.8, 2.9 and 2.10 below

- (b) Documentary evidence established in accordance with paragraph 2.1.2 that the tenderer is eligible to tender and is qualified to perform the contract if its tender is accepted;
- (c) Tender security furnished in accordance with paragraph 2.12 (if applicable)
- (d) Declaration Form.

2.8. Form of Tender

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

2.9. Tender Prices

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

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

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

2.10. Tender Currencies

2.10.1 Prices shall be quoted in Kenya Shillings

2.11. Tenderers Eligibility and Qualifications

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

2.11.2 The documentary evidence of the tenderer's qualifications to perform the contract if its tender is accepted shall establish to the 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 or in another freely convertible currency, and shall be in the form

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

2.12.5 Any tender not secured in accordance with paragraph 2.12.1. and 2.12.3 shall be rejected by the 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 its tender during the period of tender validity.
- (b) in the case of a successful tenderer, if the tenderer fails:
 - (i) to sign the contract in accordance with paragraph 2.29 or (ii) to furnish performance security in accordance with paragraph 2.30.
- (c) If the tenderer reject correction of an arithmetic error in the tender.

2.13. Validity of Tenders

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

2.13.2 In exceptional circumstances, TRA 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 and submit an **original tender only**, clearly marking it "ORIGINAL TENDER".

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 duly marking the envelope as "ORIGINAL TENDER"

2.15.2 The envelopes shall:

- (a) be addressed to TRA 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 **Date: 13th November, 2019 at 10.00 a.m.**

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

2.15.4 If the outer envelope is not sealed and marked as required by paragraph 2.15.2, TRA 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 TRA at the address specified under paragraph 2.15.2 not later than **Date: 13th November, 2019 at 10.00 a.m.** TRA 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 TRA 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 TRA as provided for in the appendix.

2.16.3 The Procuring entity will open all tenders in the presence of tenderers' representatives who choose to attend, at **Date: Wednesday, 13th November, 2019 at 10.00 a.m.**

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 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 TRA will open all tenders in the presence of tenderers' representatives who choose to attend, at **10:00. A.M on Wednesday 13th November, 2019** 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 the request.

2.19 Clarification of Tenders

2.19.1 To assist in the examination, evaluation and comparison of tenders the Procuring entity may, at its discretion, ask the tenderer for a clarification of its tender. The request for clarification and the response shall be in writing, and no change in the prices or substance of the tender shall be sought, offered, or permitted.

2.19.2 Any effort by the tenderer to influence the Procuring entity in the Procuring entity's tender evaluation, tender comparison or contract award decisions may result in the rejection of the tenderers' tender.

2.20 Preliminary Examination and Responsiveness

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

2.20.2 Arithmetical errors will be rectified on the following basis. If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail, and the total price shall be corrected. If the candidate does not accept the correction of the errors, its tender will be rejected, and its tender security forfeited. If there is a discrepancy between words and figures, the amount in words will prevail.

2.20.3 The Procuring entity may waive any minor informality or non-conformity or irregularity in a tender which does not constitute a material deviation provided such waiver does not prejudice or affect the relative ranking of any tenderer.

2.20.4 Prior to the detailed evaluation, pursuant to paragraph 2.20, the Procuring entity will determine the substantial responsiveness of each tender to the tender documents. For purposes of these paragraphs, a substantially responsive tender is one which conforms to all the terms and conditions of the tender documents without material deviations the Procuring entity's determination of a tender's responsiveness is to be based on the contents of the tender itself without recourse to extrinsic evidence.

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

2.21. Conversion to single currency

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

2.22. Evaluation and Comparison of Tenders

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

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

(a) operational plan proposed in the tender;

(b) deviations in payment schedule from that specified in the Special Conditions of Contract

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

(a) Operational Plan

(i) The Procuring entity requires that the services under the Invitation for Tenders shall be performed at the time specified in the Schedule of Requirements. Tenders offering to perform longer than the procuring entity's

required delivery time will be treated as non-responsive and rejected.

- (b) Deviation in payment schedule
 - (i) Tenderers shall state their tender price for the payment on schedule outlined in the special conditions of contract. Tenders will be evaluated on the basis of 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 TRA 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 TRA 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 none of the tenders is responsive, the Procuring entity shall notify each tenderer who submitted a tender.

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

2.26.3 A tenderer who gives false information in the tender document about his 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, TRA 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 TRA notifies the successful tenderer that its tender has been accepted, TRA 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 TRA.

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

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

Instruction to tender reference	<i>Particulars of Appendix to instructions to tenderers</i>
2.1	The tender is open to eligible Insurance Underwriting Companies Licensed by the Insurance Regulatory Authority to transact business in Kenya.
2.10	Particulars of other currencies allowed. None
2.12.1	Tender security (bid bond). Kshs. 200,000 valid for 150 days after date of tender opening.
2.13.1	Validity of Tenders is 120 days from date of opening the tenders.
2.14.1	Submit Only one original tender document.
2.15.2(b)	Closing Date: Wednesday 13th November, 2019 at 10.00 a.m.
2.16.1	<i>As 2.15.2 (b) above</i>
2.16.3	Bulky tenders which do not fit in the tender box shall be delivered to the Procurement Unit. At 4th Floor Utalii House off Uhuru Highway along Utalii lane, Nairobi.
2.18.1	<i>As 2.15.2 (b) above</i>
2.2.2	<i>Not Applicable</i>
2.29.1	Performance Security. 5% of the contract price to be submitted by the successful bidder. Self guarantee not allowed.
Other's as necessary	Negotiations may be held with the tenderer with the lowest evaluated bidder, and upon successful negotiations will be awarded the contract. if negotiations fail with the tenderer with the lowest evaluated bidder, the bidder with the second lowest evaluated bidder will be invited by the Authority for negotiations, and upon successful negotiations, be awarded the tender.

1. PRELIMINARY REQUIREMENTS (MANDATORY)

S/No.	Documents to be Submitted	Yes/No
1.	Must be a Member of Association of Kenya Insurance (AKI) Copy of Certificate to be attached	
2.	Must be registered with the Insurance Regulatory Authority for medical cover for the current year 2019 (attach copy of current license)	
3.	Must have been a Medical Insurance Underwriter for not less than 5 years	
4.	Original Tender Security (Bid bond) of ksh. 200,000/- sum in form of a Bank guarantee or PPRA Approved Insurance Firms valid for 150 days from the date of opening of the tenders.	
5.	Copy of valid Certificate of Registration or Incorporation	
6.	Copy of KRA PIN certificate (with active VAT obligation)	
7.	Must Fill the Price Schedule in the format provided in the tender document.	
8.	Copy of valid Tax Compliance Certificate	
9.	Must submit duly filled and stamped confidential business questionnaire	
10.	The Bidders must submit current CR 12 form	
11.	Provide Three years audited accounts (2018, 2017, 2016)	
12.	Must submit a copy of the audited accounts for the previous year(2018)	
13.	Must fill the form of tender in the format provided	
14.	Must fill the Anti-corruption in the format provided	
15.	Must fill the Debarment in the format provided	
16.	Medical Cover must be both In-patient and Out-patient as one package under one underwriter and no co-sharing . (provide signed written statement to confirm)	
17.	Provide a country wide list of approved health providers where you have credit facilities (TRA reserves the right to confirm directly with these providers the existence of credit facilities).	

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

2. TECHNICAL EVALUATION CRITERIA

S/no	EVALUATION	Sub-criteria	Scores
1	Firm's Experience in underwriting business.	Number of reputable clients served in the last 3 years (i.e. 2016, 2017 and 2018) in similar medical insurance business (must provide documentary evidence from at least 12 clients) – 1@ = 12mks	12
2.	Firm's Financial Capability		
a)	share capital	Must have paid up Share Capital of at least Kshs.350 Million (350 million 4 mks, above 6mks)	6
b)	Gross medical insurance premium	Must have underwritten for a minimum period of 5 years with a gross medical insurance premium of Kshs.350 million per year for the last two (2) years – 2018 & 2017.(5mks per each year complied), 10 mks)	10
3.	sub limits	The bidder must specify all benefit structures including benefit sub-limits No sub limits for in patient – 15mks 75% sub limits - 10mks 50% sub limits - 5mks below 50% - Zero mks	15
4.	Exclusions	Provide a list of Exclusions	2
5.	Age cover	Must cover employees and family at Age-up to 65 years. For Children they are to be covered from birth to 18 years or up to 25 years if in school. Children with disability to be cover so long as they are under the care of the principle member. Board members to be covered irrespective of their ages (complied 5mks) not complied (0mks)	5
6.	Qualification & Experience of key personnel	<ul style="list-style-type: none"> □ Attach CVs and copies of professional/academic certificates of: - -2 Cvs for Senior Management @1mks =2mks -2 Cvs for Insurance Professionals @1mks=2mks -4 Cvs for medical Professionals @1mk =4mks 	8

7.	Adequacy of Medical Service Providers	<p>The Bidder should have a wide network of Medical Service Providers within Nairobi County all the other 46 counties</p> <p>1- 15 Counties-3 mark</p> <p>16-30 Counties-5 Marks</p> <p>30 -47 Counties- 15 Marks</p> <p>☐ Evidence of established International network of service provider panel for overseas referrals and should indicate clearly the procedures involved for their referrals – 5mks)</p>	20
8.	Air Evacuation Services	<p>☐ The Bidder should have Contractual agreements for Emergency Air Evacuation and Road Ambulance Services. (List of companies and their contacts to be provided) – 2mks</p>	2
9.	Biometric Service	<p>☐ The Bidder must indicate ability to provide a biometric solution for member identification and benefit entitlement control. (3mks)</p>	3

10.	Methodology & Work plan	<ul style="list-style-type: none"> • The Bidder to indicate Procedures and Timelines to process Last Expense for principle member or their dependents – (2mks) • The Bidder to Indicate their Claims Reimbursement procedures and timelines for cash payments – (2mks) • The Bidder should Indicate the procedure for refund of prorated premiums for staff who have exited from the Medical Scheme Database – (2mks) • Procedure of Handling entries and exits to the Medical Scheme. All new members added to the medical scheme either through Employment, Reinstatements, Marriage or Newly born children will automatically be entitled to the Medical Scheme Benefits and no waiting period will apply. The principle members and their dependants will benefits from the scheme upon being placed on payroll – (2 mks) • Bidder to indicate procedure and timelines for authorizations/ approval for services where required (2mks) 	10
11.	Sensitization On Scheme Benefits and Administration	<p>Provide detailed work plan for sensitization program for the TRA staff at the Headquarters (Nairobi) – (1 mks)</p> <p>Provide detailed Sensitization program for the 6 TRA Regional staff(Malindi, Mombasa, Nyeri, Kisumu, Nakuru, Eldoret) that is to be Conducted in a period of 10 weeks. (6@1mks=6 mks)</p>	7
	TOTAL TECHNICAL EVALUATION SCORE		100

Total score for Technical Evaluation is 100 marks. Only bidders who score 80 marks and above will proceed for Financial Evaluation. Those who score below 80 marks will be eliminated at this stage from the entire evaluation process and will not be considered further.

FINANCIAL EVALUATION

Award criteria

The tender with the lowest evaluated price will be recommended for award.

SECTION III GENERAL CONDITIONS OF CONTRACT

3.1. Definitions

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

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

3.2. Application

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

3.3. Standards

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

3.4. Use of Contract Documents and Information

3.4.1 The Contractor shall not, without the 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 its obligations under the Contract.

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

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

3.6.4 The performance security will be discharged by the 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

3.81. 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 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 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 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 and disagreement or disputes arising between them under or in connection with the contract

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

3.15. Governing Language

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

3.16. Applicable Law

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

3.17 Force Majeure

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

3.18 Notices

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

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

SECTION IV – SPECIAL CONDITIONS OF CONTRACT

4.1. CONDITIONS TO BE MET BY THE INSURANCE COMPANY

- 4.1.1 Must be registered with the Insurance Regulatory Authority for the current year and a copy of the current license be submitted.
- 4.1.2 Must have done annual gross premiums in previous year of Kshs. 350,000,000
- 4.1.3 Must have paid up capital of at least Kshs. 350,000,000 .
- 4.1.4 Must give a list of 12 (twelve) reputable clients and the total clients premiums for the previous year
- 4.1.5 Must submit a copy of the audited accounts for the previous year
- 4.1.6 Must submit copies of the following documents;
- (a) PIN Certificate
 - (b) Tax Compliance Certificate
 - (c) Certificate of Registration/Incorporation
- 4.1.7 Must be a member of the Association of Kenya Insurance (AKI)

4.2 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	5% of the contract sum for the successful bidder.
3.7 Delivery of Services	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. The contractor shall meet all the insurance requirements as scheduled
3.8 Payment	Payment shall be as agreed in the contract.
3.9 Price adjustment	As indicated in 3.9.3 below
3.9.3	Price variation where applicable shall not exceed 10% of the contract price. Variation shall be approved by the Contract Implementation Team where applicable.

3.16 Applicable law	The contract shall be interpreted in accordance with the laws of Kenya
3.18 Notices	All correspondences shall be addressed to: The Director General, Tourism Regulatory Authority (TRA), Utalii House, Utalii street, off uhuru highway fifth floor P O Box 25357 - 00100, Nairobi .

SECTION V ~ SCHEDULE OF REQUIREMENTS

DETAILS OF INSURANCE COVERS

The details of insurance covers required are have been categorized in three categories/lots as follows:

1. Lot 1 Staff Medical Insurance Cover
2. Lot 2 Group Life Assurance Scheme
3. Lot 3 Group Personal Accident Cover

LOT 1: STAFF MEDICAL INSURANCE

IN- PATIENT MEDICAL COVER								
POPULATION DISTRIBUTION OF MEMBERS OF STAFF AND THEIR DEPENDANTS								
		MINIMUM PRINCIPAL MEMBER & THEIR DEPENDANTS PER YEAR						
LIMIT IN KSH		M+0	M+1	M+2	M+3	M+4	M+5	TOTAL
TRA STAFF	3,000,000	31	16	16	27	15	12	117
BOARD/MEMBERS	2,000,000	7						7
GRAND TOTAL		38						124
OUT- PATIENT MEDICAL COVER								
POPULATION DISTRIBUTION OF MEMBERS OF STAFF AND THEIR DEPENDANTS								
		MINIMUM PRINCIPAL MEMBER & THEIR DEPENDANTS PER YEAR						
LIMIT IN KSH		M+0	M+1	M+2	M+3	M+4	M+5	TOTAL
TRA STAFF	300,000	31	16	16	27	15	12	117
BOARD/MEMBERS	100,000	7						7
GRAND TOTAL		38						124

Key:

M +0- Employee Only

M+1 – Employee and 1 dependant

M+2 – Employee and 2 dependants

M+3– Employee and 3 dependants

M+4– Employee and 4 dependants

M+5– Employee and 5 dependants

	Particulars of insurance	Risks to be covered
1.	Inpatient	Staff -Ksh 3,000,000 Board Members - ksh 2,000,000 for principle member only.
2.	Out- patient	Staff -Ksh 300,000 Board Members - ksh 100,000 for board members principle member only)
3.	Optical	Optical cover of Kshs 50,000 per family per year(staff only)
4.	Dental	Dental cover of Kshs 50,000 per family per year(staff only)
5.	Funeral (last expense)	Staff - Last Expense Cover of Kshs.150, 000/- per person in the scheme in the event of death. Board Members -Ksh 100,000 for board members only if a member dies while in office
6.	Maternity	Maternity cover of Kshs 200,000 per family per year for staff only
7.	Private room	Applicable to all staff and board members.

Section E. Schedule of Requirements

Terms of reference

- (i). Structuring and obtaining optimum policy cover from the Medical Service Provider in accordance with the tender submitted;
- (ii). Arrange the immediate placement of our risk with the Medical Service Provider and undertake a periodic technical rating of such Medical Service Provider, and advise TRA accordingly;
- (iii). Provide prompt and satisfactory service on the general management of the Medical Scheme policy, correspondence and claim review meetings;
- (iv). Analyze, review, and scrutinize the Policy Document and any Endorsements there-in prior to forwarding to TRA.
- (v). If the entire policy document is found to be satisfactory, such document to be deposited with the TRA not later than fifteen (15) days of inception of cover;
- (vi). Ensure preparation of monthly claims bordereaux which must be submitted to TRA by the 5th of the following month;
- (vii). Arrange quarterly meetings to review performance of the policy by 15th of the following quarter;
- (viii). Provide appropriate Medical Scheme improvement recommendation;
- (ix). Such other services as may be related or ancillary to the due performance of the above work

SCOPE OF MEDICAL COVER

a) Staff

Indemnify against TRA's expenses incurred by members, employees their dependants during the period of the policy. **BENEFITS:**

- Inpatient
- Out-patient
- Drugs and administration Optical, dental.
- Maternity
- **OTHER BENEFITS:**
- Sum Insured: (Schedule provided)

b) Cancellation Notice 60 days

c) Eligibility

The proposed scheme shall cover all permanent employees as well as those on contract terms of service. It shall also cover the employee's spouse and dependent children up to the age of 25 years.

d) Period

12 months from 01.12.2019 – 30.11.2020 with an option of Renewal annually subject to satisfactory performance review.

SCOPE OF PROPOSED MEDICAL SERVICES

IN-PATIENT COVER

Will include the following services whose limits should only be restricted to the Inpatient entitlement;

1. Administration of Hospital Admission process.
2. Applicable ward Bed.
3. Major Operations.
4. Minor Operations.
5. Doctor's fees - (physician, surgeon & Anesthetist).
6. HDU and ICU charges.
7. Theatre charges.
8. Drugs/Medicines, dressings and internal surgical appliances.
9. Medical Appliances (Hearing Aids, Glucometer, Insulin delivery devices, Urine Catheters & Accessories etc.).
10. Radiology X-ray, ultrasound, ECG and computerized Tomography, MRI scans, CT scans.
11. Radiotherapy and chemotherapy.
12. Pathology (laboratory) fees.
13. Post Hospitalization.

14. Access to medical specialists while admitted.
15. Inpatient physiotherapy.
16. Chronic Illness coverage.
17. Gynecological treatment.
18. In patient Ophthalmic cover.
19. Accommodation for adults whose children of below 12 years of age or invalids.
20. Are admitted in Hospital Day care, day surgery Admission (includes dental, optical, gynecological as well as all other services).
21. In- patient dental cover.
22. Mental and other related illnesses.
23. Treatment for alcoholism and drug addictions (employee only and acquired during employment term).
24. Inpatient Psychiatric Treatment.
25. Palliative care.
26. Provision of Maternity benefits including Caesarean section.
27. Optical expenses arising from disease or accidents.
28. Treatment of Elective surgery i.e. pre-arranged.
29. HIV/AIDS cover (conventional, accepted, recognized treatment).
30. Cancer covers.
31. Cost of medical circumcision.
32. Congenital conditions.
33. Pre-existing conditions.
34. Any other service not included above but may be mutually agreed upon from time to time.

OUT PATIENT COVER

Out-patient cover will cover the following services whose limits should only be restricted to the Outpatient entitlement;

1. Routine outpatient treatment including consultations (GPs and Specialists, laboratory and
2. Radiology services.
3. Physiotherapy treatment.
4. Diagnostic X-Ray and Laboratory Tests.
5. Radiology X-ray, ultrasound, EEG, ECG and computerized Tomography, MRI scans, CT scans.
6. Prescribed drugs/medicines.
7. Dental Services.
8. Optical services (Frames, lenses (on ophthalmologist prescription only), contact lenses, bi-
9. Focal lenses, Visual examination.

10. Referrals to Specialists (Pediatricians, Obstetricians, gynecologists, lactation specialists,
11. Neonatologists, Orthopedic doctors, dermatologists, E.N.T. doctor's etc.).
12. Counselling services. (Psychologist, Psychiatrist and Psychiatric treatment).
13. Baby vaccinations for babies from Birth to 5 years as listed below:
 - a. BCG – Tuberculosis
 - b. HEP B – Hepatitis B
 - c. HIB – Meningitis (Hemophilic influenza type b)
 - d. OPV – Oral Polio Vaccine
 - e. MMR – Measles Mumps Rubella
 - f. IPV – Inject able Polio Vaccine
 - g. DTAP – Diphtheria Tetanus acellular Pertussis
 - h. DT – Diphtheria Tetanus
 - i. ROTA Virus
14. Maternity services i.e. Anti and Post Natal.
15. HIV/AIDS cover (Voluntary counselling and testing and other related treatments).
16. Chiropractor upon referral & approval.
17. Pap Smear & PSA tests for employees and spouses at the available credit facilities on.
18. Travel Vaccines covered for employees only.
19. Hearing aids covered upon referral.

ADMINISTRATION OF THE SCHEME

- The firm shall ensure that services are provided to employees and their beneficiaries with as little paper work and inconvenience as possible.
- The Bidder shall be required to clearly state the procedures (in-patient and out-patient) to be followed by the employee(s) and beneficiary (ies) in the provision of medical services, stating clearly the responsibilities of the parties involved.
- Where applicable, the bidder shall provide TRA with statements on their medical Accounts.

MEMBER/EMPLOYEE IDENTIFICATION

- The Bidder shall be expected to define a clear procedure of Identification of Employees and their Beneficiaries.

EMPLOYEE/BENEFICIARY DATA MANAGEMENT

- The Bidder shall be expected to liaise with TRA on matters regarding Employee Data updates.
- .The Bidder shall therefore be required to provide a procedure for the maintenance of Employee/Beneficiary records

LIST OF SERVICE PROVIDERS

- The Bidder shall be required to provide a comprehensive list of all the Hospitals, Clinics, Doctors, Specialists, Pharmacies and Chemists in their panel.
- The Bidder shall however not limit beneficiaries to their panel only the Bidder shall take on the Medical Service Providers which may be on the TRA panel.

SCHEME REPORTS

The Bidder shall be required to provide to TRA

- Monthly/Quarterly/Annual Reports on the global utilization of services including expenditure reports for Inpatient and Outpatient claims as well as any other reports that may be required by TRA from time to time.
- Quarterly Expenditure Statement Reports in hard copy on each individual Employee.

Medical Services Providers

(i) The bidders are required to complete the matrix below (Schedule I) which shall be the basis for evaluation criteria in clause 2.22 No. 12 (Service Distribution Network and Facilities within Kenya).

	Location in Kenya (47 –Counties)	No. of Hospital`s
1	<i>Baringo</i>	
2	<i>Bomet County</i>	
3	<i>Bungoma County</i>	
4	<i>Busia County</i>	
5	<i>Elgeyo/Marakwet County</i>	
6	<i>Embu County</i>	
7	<i>Garissa County</i>	
8	<i>Homa Bay County</i>	
9	<i>Isiolo County</i>	
10	<i>Kajiado County</i>	
11	<i>Kakamega County</i>	
12	<i>Kericho County</i>	
13	<i>Kiambu County</i>	
14	<i>Kilifi County</i>	
15	<i>Kirinyaga County</i>	
16	<i>Kisii County</i>	
17	<i>Kisumu County</i>	
18	<i>Kitui County</i>	
19	<i>Kwale County</i>	
20	<i>Laikipia County</i>	
21	<i>Lamu County</i>	
22	<i>Machakos County</i>	

23	<i>Makueni County</i>	
24	<i>Mandera County</i>	
25	<i>Marsabit County</i>	
26	<i>Meru County</i>	
27	<i>Migori County</i>	
28	<i>Mombasa County</i>	
29	<i>Murang'a County</i>	
30	<i>Nairobi County</i>	
31	<i>Nakuru County</i>	
32	<i>Nandi County</i>	
33	<i>Narok County</i>	
34	<i>Nyamira County</i>	
35	<i>Nyandarua County</i>	
36	<i>Nyeri County</i>	
37	<i>Samburu County</i>	
38	<i>Siaya County</i>	

39	<i>Taita Taveta County</i>	
40	<i>Tana River County</i>	
41	<i>Tharaka Nithi County</i>	
42	<i>Trans Nzoia County</i>	
43	<i>Turkana County</i>	
44	<i>Uasin Gishu County</i>	
45	<i>Vihiga County</i>	

46	Wajir County	
47	West Pokot County	

LOT 2: GROUP LIFE ASSURANCE (TRA STAFF ONLY)

Total minimum staff population **117 employees**

b) Total monthly basic salary **Kshs. 87,868,812.00**

Cover to be based on three years` basic salary

c) Bidders must provide a detailed scope of cover

Group Life Assurance [Accidental, Illness and Natural Risks]			
Risk class	Benefit type	Level of cover	Sum assured
Group Life Assurance	Death	3 year`s basic salary	3 year`s basic salary
	Accidental, Illness and Natural Risks	Inbuilt funeral expense benefit	150,000

LOT 3: GROUP PERSONAL ACCIDENT (TRA STAFF & BOARD MEMBERS)

POLICY	Group Personal Accident (staff)
PERIOD	01.12.2019 – 30.11.2020 , Renewable Annually subject to satisfactory performance review
SCOPE OF COVER	Provide compensation for death or disablement resulting from accidental bodily injury sustained by the insured`s staff.
INTEREST/SUM INSURED	BENEFITS/LIMITS Accidental Death-5-year basic salary Permanent Total Disability- 5 years` basic salary Temporary Total Disability- weekly earnings up to 104 weeks Any other built in benefit (list)
	Medical Expenses- Kshs.1 million per person per accident
EXCESS	NIL
CANCELLATION NOTICE	SIXTY (60) DAYS

EXTENSIVE CLAUSES	<ol style="list-style-type: none"> 1. Accumulation limit Kshs. 200,000,000/= 2. Age limit: 18-65 years 3. Disappearance 4. Worldwide cover 5. Exposure 6. Hijack 7. Payment on account 8. Declaration 9. Automatic additions /deletions 10. Riot, strike and civil commotion 11. Trustees 12. 24 hour cover duty or pleasure 13. Including aviation risks 14. Evacuation within East Africa 15. political risks 16. motor cycle riders up to 250cc 	
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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 procuring entity.
6. **Performance security Form** - The performance security form should not be completed by the tenderer at the time of tender preparation. Only the successful tenderer will be required to provide performance security in the form provided herein or in another form acceptable to the procuring entity.

Form of Tender

To:

Name and address of procuring entity

Date _____

Tender No.

Tender Name

Gentlemen and/or Ladies:-

1. Having examined the Tender documents including Addenda No. (Insert numbers) the receipt of which is hereby duly acknowledged, we the undersigned, offer to provide Insurance Services under this tender in conformity with the said Tender document for the sum of

.....
.....[Total Tender amount in words and figures]
or such other sums as may be ascertained in accordance with the Schedule of Prices attached herewith and made part of this Tender.

2. We undertake, if our Tender is accepted, to provide the Insurance Cover Services in accordance with the conditions of the tender.
3. We agree to abide by this Tender for a period of[number] days from the date fixed for Tender opening of the Instructions to Tenderers, and it shall remain binding upon us and may be accepted at any time before the expiration of that period.
4. This Tender, together with your written acceptance thereof and your notification of award, shall constitute a Contract between us subject to the signing of the contract by both parties.
5. We understand that you are not bound to accept the lowest or any tender you may receive.

Dated this _____ day of _____ 2018

[Signature]

[In the capacity of]

Duly authorized to sign tender for and on behalf of _____

Price Schedule Form

Price Schedule Summary Form

ITEM NO.	DESCRIPTION OF INSURANCE COVER	TOTAL PREMIUM (KSHS.)	Remarks (if any)
LOT 1	Staff Medical Insurance		
LOT 2	Group Life Assurance		
LOT 3	Group Personal Accident		
GRAND TOTAL			

PRICE SCHEDULE

Lot 1: Staff Medical Insurance

Please summarize the quoted Annual Premiums for Inpatient, Outpatient, in the table below:

Lot.1 staff medical insurance	Total premium	State the following (if any)			
		Excess	Free cover limit	Liability limit	Others (if any)
Staff medical insurance cover					
GRAND TOTALS					

Lot 2: Group Life Assurance • Total minimum staff population 117 employees and 7 board members

• Total monthly basic salary **Kshs. 87,868,812.00**

- Cover to be based on three years “ basic salary
- Bidders must provide a detailed scope of cover

ITEM	DESCRIPTION OF INSURANCE COVER	TOTAL PREMIUM (KSHS.)
Lot 2 Group Life Assurance	Death	
	Last Expenses cover	
	Free cover Limit	
	Critical illness benefit	
	Others(please specify)	
GRAND TOTAL		

Lot 3: Group Personal Accident

- Permanent total disability,5 years basic salary
- Temporary total permanent disability, weekly earnings up to 104 weeks
- Total population - 124
- Total monthly basic salary – **87,868,812.00**
- Accidental death 5 years“ basic salary
- Bidders must provide a detailed scope of cover

ITEM	SUM INSURED	DESCRIPTION OF INSURANCE COVER	TOTALPREMIUM (KSHS.)
Lot 3 Group Personal Accident	Estimated annual Earnings Ksh. 87,868,812.00 Total Population 124	Accidental Death5years basic salary	
		Permanent and total disability- 5years basic salary	
		Temporary total permanent disability - weekly earnings up to 104 weeks	
		Temporary total permanent disability	
Others(please specify)			
GRAND TOTAL			

Note

Additional members to be covered will be calculated on a pro rata basis as and when required in this framework agreement.

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(GLA) & GPA cover and
 has accepted a tender by the tenderer for the supply of the services in the sum of

 _____ [contract price in words in
 figures] (hereinafter called “the Contract Price”).

NOW THIS AGREEMENT WITNESSTH AS FOLLOWS:-

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

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

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

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

CONFIDENTIAL BUSINESS QUESTIONNAIRE

You are requested to give the particular indicated in Part 1 and either Part 2(a), 2(b), or 2(c) 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. Email
 Nature of business Registration
 Certificate No.

Maximum value of business which you can handle at any one time Kshs.
 Name of your bankers Branch

Part 2(a) – Sole Proprietor:

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

Party 2(b) – Partnership
 Give details of partners as follows

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

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

TENDER SECURITY FORM

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

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

THE CONDITIONS of this obligation are:-

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

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

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

[Authorized Signatories and official stamp of the Bank]

(Amend accordingly if provided by Insurance Company)

PERFORMANCE SECURITY FORM To:

.....

[Name of procuring entity]

WHEREAS [name of tenderer]

(Hereinafter called “the tenderer”) has undertaken, in pursuance of Contract No. [reference number of the contract] dated _____

20 _____ to supply

[description of insurance services] (Hereinafter called “the Contract”)

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

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

THEREFORE WE hereby affirm that we are Guarantors and responsible to you, on behalf of the tenderer, up to a total of

[amount of the guarantee in words and figures], and we undertake to pay you, upon your first written demand declaring the tenderer to be in default under the Contract and without cavil or argument, any sum of money within the limits of

..... [Amount of guarantee] as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

This guarantee is valid until the _____ day of _____

20 ____

Signature and seal of the Guarantors

[Name of bank of financial institution]

[Address]

[Date]

(Amend accordingly if provided by Insurance Company)

LETTER OF NOTIFICATION OF AWARD

Address of Procuring Entity

To: _____

RE: Tender No. _____

Tender Name _____

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

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

(FULL PARTICULARS) _____

SIGNED FOR ACCOUNTING OFFICER

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

I,, of Post Office 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
the 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 deponed to herein above is true to the best of my knowledge, information and belief.

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

Official Stamp

**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 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 the Procuring entity) and duly authorized and competent to make this
statement.

2. 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(insert name of the
Procuring entity) which is the procuring entity.

3. 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
.....(name of the
procuring entity)

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

5. THAT what is deponed to herein above is true to the best of my knowledge information and belief.

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

Bidder's Official Stamp

FORM RB 1

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

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

BETWEEN

.....APPLICANT

AND

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

Request for review of the decision of the..... (*Name of the Procuring Entity*) of
.....dated the...day of20.....in the matter of Tender No.....of
.....20...

REQUEST FOR REVIEW

I/We.....,the above named Applicant(s), of address: Physical
address.....Fax No.....Tel. No.....Email, hereby request the Public
Procurement Administrative Review Board to review the whole/part of the above mentioned
decision on the following grounds , namely:1. 2. etc.

By this memorandum, the Applicant requests the Board for an order/orders
that: 1. 2. etc

SIGNED(Applicant)

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

FOR OFFICIAL USE ONLY

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

SIGNED
Board Secretary

