

**TENDER NO. EPC/PROC/002/2018-2019**

**PROVISION OF COMPREHENSIVE MEDICAL AND HEALTH  
INSURANCE BROKERAGE SERVICES FOR EXPORT  
PROMOTION COUNCIL**

**CLOSING DATE: 18<sup>th</sup> September 2018**

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## INVITATION FOR TENDERS (IFT)

### OPEN NATIONAL TENDER

1. The Export Promotion Council has set aside funds for use in the procurement of services during the Financial Years 2018-2019. It is intended that part of the proceeds of the funds will be used to cover eligible payments under contracts for **Provision of Staff Medical Insurance Cover** as follows:

Tender No.	Description	Eligibility
EPC/PROC/02/2018-2019	Provision of comprehensive medical and health Insurance Brokerage Services	Open to Insurance underwriters

2. EPC now invites sealed bids from eligible Service Providers for Provision of Staff Medical Insurance Cover.

3. Bidding will be conducted through the procedures specified in the Public Procurement and Asset Disposal Act 2015 and is open to eligible bidders.

4. Interested eligible firms may obtain further information from and inspect the tender document at the Supply Chain Management Department at EPC Headquarters, Anniversary Towers , 16th Floor, P.O. Box 40247 – 00100, Nairobi, Tel. 020 – 2228534-8 / 0722205875 during official working hours or downloaded from the Suppliers portal (<https://tenders.go.ke>), and EPC website [www.epc.go.ke](http://www.epc.go.ke) .Documents downloaded are free of charge and bidders are advised to register their bid documents at the Procurement Office or via email at [chiefexe@epc.go.ke](mailto:chiefexe@epc.go.ke) (Refer to registration form in the tender document)

5. Complete set of tender documents may be obtained by interested candidates upon payment of a non-refundable fee of Kshs. 1,000 at EPC finance Office 16<sup>th</sup> Floor, Anniversary Towers.

6. Completed serialized/paginated bidding documents one original and a copy in plain sealed envelopes clearly marked on top with the Tender Number and description and accompanied by a Bid security of an amount of Kshs. 300,000.00 or equivalent in a freely convertible currency from Commercial Banks or Insurance Companies (Approved by Public Procurement Regulatory Authority) and should be addressed to:

**The Chief Executive Officer  
Export Promotion Council  
Anniversary Towers  
P.O Box 40247 - 00100  
Nairobi, Kenya**

and must be deposited in the Tender Box situated at the 16<sup>th</sup> Floor, Anniversary Towers, University Way, Nairobi on or before **18<sup>th</sup> September 2018**. Bulky tenders can be handed over to **EPC Procurement Manager's** office for registration and safe keeping till the tender opening date.

7. Bids will be opened promptly in public and in the presence of Bidders' and/ or representatives who choose to attend the opening at **EPC Boardroom, Anniversary Towers, 16th Floor, at 12.00 Noon Local time on 18th September 2018**.

8. Late bids, portion of bids, bids not received, bids not opened and not readout in public at the bid opening ceremony shall not be accepted for evaluation irrespective of the circumstances.

EPC is a Corrupt free environment. Any Pressure, influence attempt should be reported to the CEO through the address provided above

**Chief Executive Officer**  
**EXPORT PROMOTION COUNCIL**

## **REGISTRATION FORM FOR ONLINE TENDERES/BIDDERS/SUPPLIERS**

**Tender No. EPC/PRO/02/2018-2019 FOR PROVISION OF STAFF MEDICAL INSURANCE COVER**

**NOTE:** Please provide your details below for purposes of communication in case you download this tender document from Export Promotion Council website.

Name of the firm: .....

Postal Address: .....

Telephone Contacts: .....

Company email address: .....

Contact Person: .....

Once completed please submit this form to the email below;

[chiefexe@epc.go.ke](mailto:chiefexe@epc.go.ke)

## SECTION II- INSTRUCTION TO TENDERERS

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## **SECTION II - INSTRUCTIONS TO TENDERERS**

### **2.1. Eligible Tenderers**

2.1.1 This Invitation for Tenders is open to all tenderers eligible as described in the Appendix to Instructions to Tenderers. Successful tenderers shall provide the services for the stipulated duration from the date of commencement (hereinafter referred to as the term) specified in the tender documents.

2.1.2 The EPC employees, Board Members and their relatives (spouse and children) are not eligible to participate in the tender unless where specially allowed under section 131 of the Act.

2.1.3 Tenderers shall provide the qualification information statement that the tenderer (including all members of a joint venture and subcontractors) is not associated, or have been associated in the past, directly or indirectly, with a firm or any of its affiliates which have been engaged by EPC 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 EPC, will in no case be responsible or liable for those costs. Regardless of the conduct or outcome of the tendering process

2.2.2 The price to be charged for the tender document shall not exceed Kshs. 1,000/=

2.2.3 EPC shall allow the tenderer to review the tender document free of charge before purchase.

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

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

- (i) Instructions to Tenderers
- (ii) General Conditions of Contract
- (iii) Special Conditions of Contract
- (iv) Schedule of Requirements
- (v) Details of Insurance Cover
- (vi) Form of Tender
- (vii) Price Schedules
- (viii) Contract Form
- (ix) Confidential Business Questionnaire Form

- (x) Tender security Form
- (xi) Performance security Form
- (xii) Insurance Company's Authorization Form
- (xiii) Declaration Form
- (xiv) Request for Review Form

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

## **2.4 Clarification of Tender Documents**

2.4.1 A Candidate making inquiries of the tender documents may notify EPC by post, or by email at EPC's address indicated in the Invitation for tenders. EPC will respond in writing to any request for clarification of the tender documents, which it receives not later than three (3) days prior to the deadline for the submission of the tenders, prescribed by EPC. 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 EPC 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, EPC, 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, or email and such amendment will be binding on them. In order to allow prospective tenderers reasonable time in which to take the amendment into account in preparing their tenders, EPC, 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 EPC, 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 EPC's satisfaction that the tenderer has the financial and technical capability necessary to perform the contract.

## **2.12. Tender Security**

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

2.12.2 The tender security shall be Kshs 300,000.00

2.12.3 The tender security is required to protect EPC 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 Council
- 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 EPC 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 EPC as non-responsive.

2.13.2 In exceptional circumstances, EPC 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 one (1) original and one (1) 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 EPC 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 Tuesday 18<sup>th</sup> September 2018 at 12,00 Noon**

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, EPC 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 EPC at the address specified under paragraph 2.15.2 not later than **Tuesday 18<sup>th</sup> September 2018 at 12.00 Noon.**

2.16.2 EPC 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 EPC 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 EPC as provided for in the appendix.

## **2.17. Modification and Withdrawal of Tenders**

2.17.1 The tenderer may modify or withdraw its tender after the tender’s submission, provided that written notice of the modification, including substitution or withdrawal of the tenders, is received by EPC prior to the deadline prescribed for submission of tenders.

2.17.2 The tenderer’s modification or withdrawal notice shall be prepared, sealed, marked and dispatched in accordance with the provisions of paragraph 2.15. a withdrawal notice may also be sent by fax or email but followed by a signed confirmation copy, postmarked not later than the deadline for submission of tenders.

2.17.3 No tender may be modified after the deadline for submission of tenders.

2.17.4 No tender may be withdrawn in the interval between the deadline for submission of tenders and the expiration of the period of tender validity. Withdrawal of a tender during this interval may result in the Tenderer's forfeiture of its tender security, pursuant to paragraph 2.12.7.

## **2.18. Opening of Tenders**

2.18.1 EPC will open all tenders in the presence of tenderers' representatives who choose to attend on **16th Floor, Anniversary Towers, University Way**. 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 EPC, at its discretion, may consider appropriate, will be announced at the opening.

2.18.3 EPC 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 EPC 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 EPC in EPC'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 EPC 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 EPC 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, EPC 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 EPC'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 EPC 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, EPC 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 EPC will evaluate and compare the tenders which have been determined to be substantially responsive, pursuant to paragraph 2.20

2.22.2 EPC'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) EPC 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 EPC'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 EPC 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 Procuring Entity**

2.23.1 Subject to paragraph 2.19 no tenderer shall contact EPC 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 EPC 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 EPC 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 EPC 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 2.24 EPC 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 EPC 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 EPC's action. If EPC determines that none of the tenders is responsive, EPC shall notify each tenderer who submitted a tender.

2.26.2 EPC 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, EPC 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 EPC 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 EPC 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 EPC notifies the successful tenderer that its tender has been accepted, EPC 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 EPC.

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 EPC.

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 EPC may make the award to the next lowest evaluated tender or call for new tenders.

## **2.30 Corrupt or Fraudulent Practices**

2.30.1 EPC 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 EPC 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.



## SECTION III –GENERAL CONDITIONS OF CONTRACT

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

### **3.1. Definitions**

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

(a) "The Contract" means the agreement entered into between EPC 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 EPC under the Contract.

(d) "EPC" 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 EPC'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 EPC 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 EPC'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 EPC and shall be returned (all copies) to EPC on completion of the contract's or performance under the Contract if so required by EPC.

### **3.5. Patent Rights**

3.5.1 The Contractor shall indemnify EPC 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 EPC the performance security where applicable in the amount specified in SCC

3.6.2 The proceeds of the performance security shall be payable to EPC 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 EPC and shall be in the form of:

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

3.6.4 The performance security will be discharged by EPC 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 EPC 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 EPC, 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 EPC'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 EPC 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 EPC's prior written consent.

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

3.11.1 EPC 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:

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 EPC.

(b) If the Contractor fails to perform any other obligation(s) under the Contract

(c) If the Contractor in the judgment of EPC has engaged in corrupt or fraudulent practices in competing for or in executing the contract

3.11.2 In the event EPC 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 EPC 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 EPC 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 EPC.

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

3.13.1 EPC 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 EPC 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 EPC 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

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.

### **3.18 Notices**

3.1.1 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.

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

## SECTION IV – SPECIAL CONDITIONS OF CONTRACT

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

Reference of general conditions of contract	Special condition of contract
3.8 Payment	Immediately after receipt of Invoice/Debit Notes
3.6 Performance Bond	10% of Total Annual Premium
3.16 Applicable law	The Laws of Kenya
3.18 Notices	<p>The Chief Executive Export Promotion Council 16<sup>th</sup> Floor, Anniversary Towers, University Way P.O. Box 40247-00100 <b><u>NAIROBI</u></b></p> <p><i>E-mail : chiefexe@epc.or.ke</i></p>

## SECTION V - SCHEDULE OF REQUIREMENTS

### TERMS OF REFERENCE/ SCHEDULE OF REQUIREMENTS FOR PROVISION OF STAFF MEDICAL INSURANCE COVER

#### 5.0 Specific Medical Scheme Terms of Reference

Export Promotion Council procured a medical health insurance brokerage services through competitive bidding and the medical cover has been running with effect from **10<sup>th</sup> December 2018 and will expire on 10<sup>th</sup> December, 2019**. Management proposes procurement of a staff medical cover as part of staff benefits. The main features of the Medical Scheme shall contain the following;

##### 5.1 I) Scope of Cover

1. Employees actively in service between the ages of **18 years** and 60 years and **65 years for those certified as Persons with Disability by the relevant Government body** are eligible for cover.
2. Council employees will be the principal members. Spouse and a maximum of four (4) children will be the beneficiaries.
3. Dependent children are eligible for cover from **0 month** up till the age of **18 years. Those above 18 years** up to the age of **25 years will be eligible** if residing with their parents and enrolled full-time in a recognized post-secondary institution.
4. Pre-Term Babies below 37 weeks to be covered.
5. Board Directors under Category G entitled to out-patient cover of Kshs100,000/- to cater for general out-patient, dental and ophthalmological medical expenses
6. The waiting period before cover commences for a new employee is **0 days (No waiting period subject to written notification)**
7. The cover will provide for medical and surgical expenses incurred by the insured members as a direct result of their sustaining accidental bodily injury and/or illness and/or a disease within the period of insurance.

##### 5.1 II) Network coverage

The medical service Provider(s) identified should have an extensive and reputable network of Hospitals, Clinics, Pharmacies and Laboratories within easy reach of Council's staff and their dependants.

The tenderer is required to provide the following:-

- a) Full details of towns where the medical provider, Insurance Company is represented.
- b) The appointed Hospitals, Clinics and Doctors all over the country that can be accessed by EPC employees and their dependants.
- c) Full details of medical treatment outside Kenya
- d) **The Underwriter should ACCEPT use of SMART CARDS**

## 5.2 A) Inpatient Cover

Products under inpatient cover will include:

- i) Bed entitlement:
  - (a) Ensuite room for categories 'F' & 'G' (Directors, CEO) with a limit of Ksh. 30,000.
  - (b) Standard Private Room (SPR) for category A to E with a limit of Ksh. 15,000.
- ii) Cover to be exclusive of NHIF rebate.
- iii) Doctor's (Physician, Psychiatrist, Surgeon & Anesthetist) Fee.
- iv) Pre-Hospitalization Diagnostic Services including laboratory, radiology or other necessary medical diagnostic procedures ordered by a physician and which results in the member being admitted.
- v) ICU/HDU and theatre Charges
- vi) Drugs/Medicines, dressings and internal Surgical appliance
- vii) Pathology, X-ray, Ultrasound ,ECG and Computerized Tomography ,MRI Scans
- viii) Radiotherapy and Chemotherapy
- ix) Laser Surgery
- x) In-Patient Physiotherapy
- ix) Day care treatment or surgery where an employee is admitted to a Hospital and uses a Hospital bed but does not stay overnight.
- xi) Hospital accommodation for accompanying parent and /or guardian for hospitalized children below 13 years
- xii) Illness related inpatient dental
- xiii) Illness related inpatient ophthalmology
- xiv) HIV/AIDs, full inpatient cover limit
  - a) ARV therapy
  - b) Opportunistic Infections
  - c) Laboratory investigations necessary
  - d) Provide post exposure prophylaxis in case of emergencies
- xv) Congenital in-patient conditions
- xvi) Pre-existing, chronic conditions to be covered to full in-patient limit
- xvii) Psychiatric conditions.
- xviii) Pre-term babies under 37 weeks to covered under in-patient cover
- xix) Reconstructive surgery following an accident or following surgery for an eligible medical condition
- xx) Post- Hospitalization benefit after discharge
- xxi) Group Excess of Loss Cover



### **5.3. B) Outpatient Services**

Medical treatment will be restricted to medical practitioners registered with the Kenya Medical Practitioners & Dentists Board. Cover will be on **cashless basis with no co-pay**.

The outpatient scheme will cater for all routine outpatient services which include:

- i) Specialist outpatient services
- ii) Routine outpatient consultations
- iii) Diagnostic Laboratory and Radiology services
- iv) Prescribed physiotherapy
- iv) Prescribed drugs and dressing
- v) Congenital outpatient conditions
- vii) HIV/AIDS related conditions
  - a) ARV therapy
  - b) Opportunistic Infections
  - c) Laboratory investigations necessary
  - d) Provide post exposure prophylaxis in case of emergencies
- vi) Physiotherapy, outpatient surgical operation
- vii) Routine Immunizations (KEPI, Pap smear for ladies and PSA for men)
- viii) Cover annual medical checkup for members
- ix) Routine Antenatal Checkups
- x) Postnatal care up to six weeks post-delivery
- xi) Pre-existing, chronic conditions to be covered to full out-patient limit
- xii) Illness related outpatient dental
- xiii) Ambulance Services (for Emergency treatment only)
- xiv) Members to identify themselves with a smart card

### **5.4. C) Dental Cover**

This cover is available on credit and re-imburement basis (max cover Kshs.70, 000 per family)

The scope of the dental cover includes the following services:

- i. Dental consultations and gum diseases
- ii. Extractions
- iii. Fillings (except precious metals)
- iv. Scaling
- v. Dental X-Rays
- vi. Dental Prescriptions
- vii. Corrective Dental Braces

### **5.5 D) Optical cover**

This cover is available on credit and re-imburement basis (max cover Kshs.70, 000 per family)

The scope of the optical cover includes the following services:

- i. Eye glasses
- ii. Routine optical consultations
- iii. optometrist consultations and eye examinations
- iv. Prescription of frames
- v. Replacement of Frames within the cover period
- vi. Prescribed lenses and replacement of lenses
- vii. Optical Prescriptions

#### **5.6 E) Maternity Cover**

The scope of cover will include the following services;

- i. Inpatient cost incurred for normal and caesarean deliveries
- ii. Labor and recovery wards
- iii. Professional fees
- iv. Pregnancy & Maternity related hospitalization
- v. Delivery Fees
- vi. Postnatal care up to six weeks post-delivery
- vii. Routine Immunizations (KEPI) and Baby Friendly Vaccines
- viii. 1st emergency caesarian section ever in life is covered within the primary Cover up to Ksh. 250,000 per family per annum.
- ix. The maternity benefit is available to principle members and their spouses only

#### **5.7 F) Emergency Road & Air Ambulance Service**

Will cover transportation of a seriously ill or injured person from the scene of the accident or medical event, to the nearest hospital or health facility, in order to receive the urgent medical attention needed.

#### **5.8 G) Overseas Treatment**

. The cover to include medical treatment outside the Country in cases that require specialized treatment not available locally

#### **5.9 H) Rescue/ Evacuation**

Scheme members to be covered for emergency air and road evacuation within East Africa Community region (Kenya, Uganda and Tanzania, Rwanda and Burundi).

#### **6.0 I) Funeral Expense**

The sum assured of **Ksh. 100,000 per person in the scheme** will be payable within 48 hours of confirmation of death of a member of the scheme by the employer. This is covered within the inpatient limit.

## **II) Group of Excess of Loss Cover**

The sum assured of **Kshs. 300,000 per family** will be payable in the event that a member is admitted and they exhaust their inpatient limits.

### **6.1 J) Network Coverage**

The tenderer is required to provide the following:-

- i. Full details of towns where the medical provider, Insurance Company is represented.
- ii. The appointed Hospitals, Clinics and Doctors all over the country that can be accessed by EPC employees and their dependents (The list will be revised to incorporate other service providers deemed to be important to cover members).
- iii. Full details of the medical cover outside Kenya
- iv. EPC members of staff frequently travel out of the country on official duties.

### **6.3 K) Case Management**

1. Give a detailed report on how the cover is going to be administered.
2. Give an analysis on how the service provider intends to address the following issues/procedures:-
  - (a) Admission of members in to the cover
  - (b) Admission of members with pre-existing conditions into the cover
  - (c) Admission of HIV/AIDS related cases to the cover
  - (d) Procedure to be followed for overseas cover
3. Procedure to be followed to procure last expense
4. **Give details of the claims settlement turnaround time. Note the time indicated will be used to review the performance of the Tenderer and the underwriter for any future consideration of renewal of contract.**

### **Other Proposed Value Added Services Under the Cover**

- Pre-existing and chronic conditions be covered **to the full inpatient and full outpatient limit**
- HIV (including ARVs) conditions be covered **to the full limit under inpatient limit and outpatient limit**
- **Pre-terms, congenital conditions and ailments** be covered within the inpatient limit.
- **Maternity benefits** shall be covered as follows:

- a) **Normal deliveries** including the related complications: covered within the maternity limit up to **Ksh. 200,000**
  - b) **C-section deliveries** including the related complications: covered within the inpatient limit up to **Kshs.250,000**
  - c) **Pre-natal and post-natal care:** Covered within the outpatient limit
- **KEPI and baby friendly vaccinations** be covered within the outpatient visit for children aged 1.5 years and below
  - **Post hospitalization visits** be covered in full for a maximum of 3 weeks after discharge.
  - **Inpatient dental and optical hospitalization resulting from an illness** (apart from Laser eye Surgery) will be covered within the inpatient limit.
  - **Inpatient dental and optical hospitalization resulting from an accident** to be covered within the inpatient limit.
  - **Counseling, upon referral by a general practitioner, including issues arising from drug and substance abuse,** to be covered within the outpatient limit
  - **General checkups (including PSA and Pap smear)** to covered within the outpatient limit for employees and spouses only.

## PROPOSED MEDICAL LIMITS FOR 2018-19

Medical Category & Grade	Benefit		Family Size	No. of Families	Total Population
	In-Patient Limit (Per Family)	Enhanced out-patient (Per Family)			
<b>G</b> Board Directors	2,000,000	100,000	7	7	7
<b>F</b> (Chief Executive Officer)	3,000,000	450,000	M+3	1	4
<b>A</b> Chief Manager	2,000,000.00	400,000	M +1 M+2 M+5	1 2 1	12
<b>B</b> Manager & Principal Officer	1,500,000.00	350,000	M +0 M+1 M+2 M+3 M+4 M+5	5 1 2 5 10 2	95
<b>C</b> Senior Officer & Officer	1,500,000.00	300,000	M+0 M+1 M+2 M+3 M+4 M+5	8 3 3 3 2 1	51
<b>D</b> Senior Assistant Officer & Assistant Officer	1,000,000	300,000	M +0 M+4	1 1	6
<b>E</b> Senior Office Assistant & Office Assistant	1,000,000	300,000	M +0 M+1 M+2 M+3 M+4 M+5	1 1 3 3 4 2	56
<b>TOTAL</b>					<b>231</b>

## **Appendix To Instructions To Tenderers**

The following information for the Provision of Medical 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.

### **INSURANCE BROKER TO COMPLY WITH THE FOLLOWING REQUIREMENTS.**

For a prospective Insurance Broker to be short listed for participation at the request for proposal (RFP) stage, the following are mandatory requirements:

- i) Must be registered with the Insurance Regulatory Authority for current year 2017 and a copy of the current license be submitted **(Mandatory)**.
- ii) Must submit a copy of Professional Indemnity Insurance Cover from a reputable insurance company with a minimum limit of Kshs.10 Million valid over the duration of the contract **(Mandatory)**.
- iii) Must be a current member of the Association of Insurance Brokers of Kenya (AIBK) and a copy be submitted **(Mandatory)**.
- iv) Must have a Bank guarantee or a lien from the Central Bank drawn in favour of the Insurance Regulatory Authority of Kshs.3 Million **(Mandatory)**.
- v) Must give a list of 5 (five) corporate clients with a total premium of not less than Kshs10 Million each in the previous year **(Mandatory)**.
- vi) Must submit copies of the audited accounts for the last three years **(Mandatory)**.
- vii) Must have Annual Premium turnover of not less than Kshs.50 million in the last three (3) years **(Mandatory)**.
- viii) Must submit a duly completed, signed and stamped Confidential Business Questionnaire **(Mandatory)**.
- ix) Must submit a duly completed, signed and stamped Declaration Form **(Mandatory)**.
- x) Must submit a duly completed, signed and stamped Anti-corruption Declaration Form **(Mandatory)**.
- xi) Must submit copies of the following statutory documents:
  - a) Taxpayer Registration Certificate
  - b) Tax Compliance Certificate (current)
  - c) Certificate of Registration/Incorporation
  - d) Single Business Permit.**(Mandatory a, b, c & d).**

## Other Mandatory Requirements for Insurance Brokers

- i. Provide at least three (3) key professional staff as follows:
  - a) Principal Officer must be a university graduate and an Associate of the Chartered Insurance Institute or its equivalent with certified copies of certificates with at least seven years' experience as a senior manager in the Insurance Industry.
  - b) The other two must be university graduates with some progress as Associate of the Chartered Insurance Institute/Local Diploma from the College of Insurance with certified copies of certificates with at least five years' experience in the Insurance Industry. Their CVs must be certified by the employer.
- ii. Letter from proposed underwriter authorizing the insurance broker, addressed to Export Promotion Council.
- iii. Broker should submit the details of only one (1) Underwriter, considered the best.
- iv. Must submit a letter authorizing EPC to seek references from their clients and bankers, should the need arise.
- v. Is not limited or debarred under any of the provisions of the Public Procurement and Disposal Act, 2015 and the Public Procurement and Disposal Regulation, 2006 to enter into a Contract;
- vi. Must not be bankrupt or in the process of being wound-up and is not the subject of legal proceedings for the purposes hereof.

## INSURANCE COMPANY (UNDERWRITER) REQUIREMENTS)

***The broker should ensure that the Underwriter meets the following conditions:***

- i) Must be registered with the Insurance Regulatory Authority for the current year 2017 and a copy of the current license be submitted **(Mandatory)**.
- ii) Must have paid up capital of at least **Ksh. 300 million** (General insurer) or **Ksh. 150 million** (Long term insurer) – Attach certificate from Registrar of Companies **(Mandatory)**.
- iii) Must have written gross premiums in the previous year of **at least 800million** excluding motor **(Mandatory)**.
- iv) Must submit copies of the audited accounts for the last three years.
- v) Must have a total number of management staff of at least 25 (No.)
- vi) Must submit copies of the following documents;
  - a) Current Tax Compliance Certificate
  - b) Certificate of Registration/Incorporation
  - c) Single business permit**(Mandatory a, b & c).**
- vii) Must be member of the Association of Kenya Insurers (AKI) and a copy of current membership certificate be submitted **(Mandatory)**.

## **Other Requirements for Insurance Companies (Underwriters)**

***The broker should ensure that the Underwriter meets the following conditions:***

- i. Must submit copies of the quotation from the recommended underwriter indicating the premium quoted per class, excess, deductibles, limit of liability, free cover limits (where applicable), and any extensive clauses which enhance the cover above that provided by the standard policy. Excess, free cover limits and limits of liability should be clearly indicated should they deviate from what is specified in the tender document.
- ii. Indicate anticipated time taken to settle claims after complete documentation. Provide evidence of claim settled in the past five years.
- iii. Must give a list of 5 (five) corporate clients whom they have serviced for five years with a total premium of not less than Kshs.250 million per annum. Evidence in form of copies of debit notes & endorsements and client reference letters from the clients must be provided.
- iv. Must be financially secure with liquidity ratio of not less than 2:1.



## EVALUATION CRITERIA

The evaluation criteria will be applied as indicated here below:

(1) BROKER	MANDATORY REQUIREMENTS	POINTS	
		YES	NO
i.	Must be registered with the Insurance Regulatory Authority for current year 2017		✓
ii.	Membership to Association of Insurance Brokers of Kenya (AIBK)		✓
iii.	Professional Indemnity Insurance Cover from a reputable insurance company with a minimum limit of Kshs.10 Million valid over the duration of the contract		✓
iv.	Bank guarantee or a lien from the Central Bank drawn in favour of the Insurance Regulatory Authority of Kshs.3 Million		✓
v.	Have 5 (five) corporate clients with a total premium of not less than Kshs10 Million each in the previous year		✓
vi.	Have Annual Premium turnover of not less than Kshs.50 million in the last three (3) years		✓
vii.	Submit a duly completed, signed and stamped Confidential Business Questionnaire		✓
viii.	Submit a duly completed, signed and stamped Declaration Form		✓
ix.	Is not limited or debarred under any of the provisions of the Public Procurement and Disposal Act, 2015 and the Public Procurement and Disposal Regulation, 2006 to enter into a Contract;		✓
x.	Taxpayer Registration Certificate		✓
xi.	Tax Compliance Certificate (current)		✓
xii.	Certificate of Registration/Incorporation		✓
xiii.	Single Business Permit		✓
UNDERWRITER	MANDATORY REQUIREMENTS		
	i.	Be registered with the Insurance Regulatory Authority for the current year 2017	✓
	ii.	Have paid up capital of at least <b>Ksh. 300 million</b> (General insurer) or <b>Ksh. 150 million</b> (Long term insurer)	✓
	iii.	Have written gross premiums in the previous year of <b>at least 800million</b> excluding motor	✓

iv.	Submit copies of the audited accounts for the last three years		✓
v.	Have a total number of management staff of at least 25 (No.)		✓
vi.	Submit current membership certificate to Association of Kenya Insurers (AKI)		✓
vii.	Current Tax Compliance Certificate		✓
viii.	Certificate of Registration/Incorporation		✓
ix.	Single business permit		✓
<b>(2)</b>	<b>TECHNICAL EVALUATION</b>	<b>SCORES</b>	
<b>BROKER</b>	<p>Have at least 3 professional staff, where the Principal Officer must:</p> <ul style="list-style-type: none"> <li>a) Be a university graduate and an Associate of the Chartered Insurance Institute (Avail certified copies of certificates)</li> <li>b) -Have at least seven years' experience as a senior manager in the Insurance Industry</li> </ul> <p>The other 2 be:</p> <ul style="list-style-type: none"> <li>a) University graduates</li> <li>b) Have at least five years' experience in the Insurance Industry. (CVs must be certified by the employer. )</li> </ul>	5	
	Provide copies of the audited accounts for the last three years	5	
	<b>For compliance with the technical requirements of the tender, the Broker will ensure the Underwriter will provide (but not limited ) to the following:</b>		
	<ul style="list-style-type: none"> <li>a) Provide quotation indicating the premium quoted per class, excess, deductibles , limit of liability</li> <li>b) Indicate extensive clauses which enhance the cover above that provided by the standard policy</li> </ul>	10	
	Give and attach evidence of 5 (five) corporate clients whom they have serviced for five years with a total premium of not less than Kshs.250 million per annum	10	

	Indicate and give evidence of anticipated time taken to settle claims after complete documentation	5	
	Indicate Network Coverage with supporting documents	10	
	Avail qualifications and experience of Key staff	10	
	Provide copies of the audited accounts for the last three years	5	
	Treatment of Pre-existing and chronic conditions	5	
	a) Treatment of HIV/AIDs and other opportunistic conditions. b) Cover of Pre-terms, congenital conditions and ailments	5	
	<b>TOTAL TECHNICAL</b>	<b>70</b>	

**To qualify at technical evaluation to proceed to financial evaluation, the bidder must score 50/70**

### **3. FINANCIAL EVALUATION (30 Marks)**

Bids that pass the above stage shall be compared on the basis of unit prices quoted and the various quotes will be awarded based on the formula

$$\frac{\text{Lowest Quote}}{\text{Quote}} \times 30\%$$

**Prevailing market prices will be used to determine the responsiveness of the bidders.**

The final score will be = Technical score + Financial Score

**The bid with the highest final score will be awarded**

## SECTION VI- 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 Export Promotion Council
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 Export Promotion Council

## Form of Tender

To: .....

Date.....

Name and address of procuring entity .....

Tender No. ....

Tender Name .....

Gentlemen and/or Ladies:-

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

.....  
.....[Total Tender amount in words and figures]

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.....

### PREMIUM SCHEDULE FORM

Medical Category & Grade	Benefit		Family Size	Total Population	Rate	Premium
	In-Patient Limit (Per Family)	Enhanced out-patient (Per Family)				
<b>“G”</b> Board Directors	2,000,000	100,000	7	7		
<b>“F”</b> EPC 1	3,000,000	450,000	M +3	4		
<b>“A”</b> EPC 2	2,000,000.00	400,000	M+1 M+2 M+5	12		
<b>“B”</b> EPC 3&4	1,500,000.00	350,000	M+0 M+1 M+2 M+3 M+4 M+5	95		
<b>“C”</b> EPC 5&6	1,500,000.00	300,000	M+0 M+1 M+2 M+3 M+4 M+5	51		
<b>“D”</b> EPC 7&8	1,000,000	300,000	M+0 M+4	6		
<b>“E”</b> EPC 9&10	1,000,000	300,000	M+0 M+1 M+2 M+3 M+4 M+5	56		
			<b>TOTAL</b>	<b>231</b>		

## CONTRACT FORM

THIS AGREEMENT made the day of 20... between Export Promotion Council of [country of Procurement entity] (hereinafter called EPC) of the one part and .....[name of tenderer] of .....[city and country of tenderer] (hereinafter called "the tenderer") of the other part:

WHEREAS re invited tenders for the Medical Insurance 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] (herein after 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) EPC's Notification of Award

3. In consideration of the payments to be made by EPC to the tenderer as hereinafter mentioned, the tenderer hereby covenants with EPC to provide the Medical Insurance cover and to remedy defects therein in conformity in all respects with the provisions of the Contract.

4. EPC 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 EPC)

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) whichever applies to your type of business.

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

### Part 1- General:

Business Name .....  
Location ..... of ..... business ..... premises .....  
..... Plot ..... No. ....  
..... Street/Road ..... Postal .....  
Address ..... Code ..... City/Town .....  
Tel. No. .... Mobile Nos. ....  
Email ..... Website: ..... Nature  
of business .....  
Registration Certificate No. ....  
Maximum value of business which you can handle at any one time Kes. ....  
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 Kes... ..... Issued

Kes.....

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 medical 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 ..... (hereinafter called ..... 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 EPC on the Form; or
  2. If the tender, having been notified of the acceptance of its tender by EPC 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 EPC up to the above amount upon receipt of its first written demand, without EPC having to substantiate its demand, provided that in its demand EPC 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 2017

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

**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 Export promotion Council of .....  
dated the...day of .....20.....in the matter of Tender No.....of  
.....20...

**REQUEST FOR REVIEW**

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

- 1.
- 2.
- etc.

By this memorandum, the Applicant requests the Board for 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