



KENYA NATIONAL COMMISSION FOR UNESCO

TENDER NO. KNCU/05/2024-2025

**PROVISION FOR COMPREHENSIVE STAFF MEDICAL INSURANCE COVER FOR
KENYA NATIONAL COMMISSION FOR UNESCO ~ KNATCOM.**

OCTOBER 2024

The Secretary General
KENYA NATIONAL COMMISSION FOR UNESCO
P.o Box. 72107 – 00200. NAIROBI
Email Address.procurement@unesco.go.ke

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INVITATION TO TENDER

THE KENYA NATIONAL COMMISSION FOR UNESCO P.O BOX 72107-00200 NAIROBI
TENDER NO: KNCU/05/2024-2025: PROVISION FOR COMPREHENSIVE STAFF MEDICAL
INSURANCE COVER.

1. Kenya National Commission for UNESCO, herein referred as KNATCOM invites sealed bids from eligible service providers for the Provision of Staff Medical Insurance Cover; for a period of one year renewable for a further one year subject to satisfactory performance.
2. Tendering will be conducted under open competitive tendering method using a standardized tender document and is open to all qualified and interested Tenderers.
3. Qualified and interested tenderers may obtain further information and inspect the Tender Documents during office hours_from 9.00 hours to 15.00 hours_at the address given below. Tender documents may be viewed and/or downloaded from the website (www.unesco.go.ke)
4. A complete set of tender documents may be purchased or obtained by interested tenders upon payment of a non- refundable fees of Kshs 1,000 deposited to our Bank Account or Banker's Cheque and payable to the address given below. Tender documents obtained electronically will be free of charge.
5. Tender documents may be viewed and downloaded for free from the website (www.Unesco.go.ke) Tenderers who download the tender document must forward their particulars immediately to procurement@unecso.go.ke to facilitate any further clarification or addendum.
6. Prices quoted should be net inclusive of all taxes, and levies; must be in Kenya Shillings and shall remain valid for **150** days from the closing date of the tender.
7. All bids must be accompanied by a **bid security** of Kenya Shillings Two hundred and fifty thousand (**KES 300,000**) from a reputable financial institution, and must be valid for **150days** after bid submission deadline.
8. The Tenderer shall chronologically serialize all pages of the tender documents submitted.

Completed tenders must be delivered to the address below;-

Kenya National Commission for UNESCO

16th Floor, National Bank Building – Harambee Avenue

P.O. Box 72107– 00200

NAIROBI, KENYA

on or before **11th November,2024 at 11.00 am.**

9. Tenders will be opened immediately after the deadline date and time specified above or any deadline date and time specified later. Tenders will be publicly opened in the presence of the Tenderers' designated representatives who choose to attend at the address below.

Kenya National Commission for UNESCO

15th Floor, National Bank Building – Harambee Avenue

Nairobi - Kenya

10. Late tenders will be rejected.
11. The addresses referred to above are:

A. Address for obtaining further information and for purchasing tender documents

Kenya National Commission for UNESCO
Supply Chain Division
15th Floor, National Bank Building – Harambee Avenue
Nairobi – Kenya
Supply Chain Unit, Email: procurement@unesco.go.ke

B. Address for Submission of Tenders

Kenya National Commission for UNESCO
Supply Chain Division
15th Floor, National Bank Building – Harambee Avenue
Nairobi – Kenya

Supply Chain Department, Email: procurement@unesco.go.ke

C. Address for Opening of Tenders.

Kenya National Commission for UNESCO

15th Floor, National Bank Building – Harambee Avenue

P.O. Box 72107– 00200

NAIROBI, KENYA

Secretary General

SECTION I

INSTRUCTION TO TENDERERS

A. General

1. Scope of Tender

- 1.1 This tendering document is for the delivery of Comprehensive Staff Medical Insurance cover, as specified in Section V, KNATCOM's Schedule of Requirements. The name of the Procuring Entity, name and identification and number of this tender are specified in the **TDS**.

2. Definitions

- 2.1 Throughout this tendering document:

- a) The term "in writing" means communicated in written form by mail, e-mail, including if specified **in the TDS**, distributed or received through the electronic-procurement system used by KNATCOM with proof of receipt;
- b) If the contexts require, "singular" means "plural" and vice versa; and
- c) "Day" means calendar day, unless otherwise specified as "Business Day". A Business Day is any day that is an official working day of the Procuring Entity. It excludes the KNATCOM's official public holidays.

- 2.2 The successful Tenderer will be expected to commence providing the Insurance Services by Date provided **in the TDS**. The insurance duration for each item will be one year but can be extended by the period specified in the **TDS**.

3. Fraud and Corruption

- 3.1 KNATCOM requires compliance with the provisions of the Public Procurement and Asset Disposal Act, 2015, Section 62 "Declaration not to engage in corruption". The tender submitted by a person shall include a declaration that the person shall not engage in any corrupt or fraudulent practice and a declaration that the person or his or her sub-contractors are not debarred from participating in public procurement proceedings.
- 3.2 KNATCOM requires compliance with the provisions of the Competition Act 2010,

regarding collusive practices in contracting. Any tenderer found to have engaged in collusive conduct shall be disqualified and criminal and/or civil actions may be imposed. To this effect, Tenders shall be required to complete and sign the "Certificate of Independent Tender Determination" annexed to the Form of Tender.

- 3.3 Unfair Competitive Advantage -Fairness and transparency in the tender process require that the firms or their Affiliates competing for a specific assignment do not derive a competitive advantage from having provided consulting services related to this tender. To that end, the KNATCOM shall indicate in the TDS and make available to all the firms together with this tender document all information that would in that respect give such firm any unfair competitive advantage over competing firms.
- 3.4 Tenderers shall permit and shall cause their agents (where declared or not), subcontractors, sub-consultants, service providers, suppliers, and their personnel, to permit KNATCOM to inspect all accounts, records and other documents relating to any initial selection process, pre-qualification process, tender submission, proposal submission, and contract performance (in the case of award), and to have them audited by auditors appointed KNATCOM.

4. **Eligible Tenderers**

- 4.1 A Tenderer may be a firm that is a private entity, a state-owned enterprise or institution subject to ITT 3.7 or any combination of such entities in the form of a joint venture (JV) under an existing agree mentor with the intent to enter into such an agreement supported by a letter of intent. Only eligible medical Insurance service underwriters registered by Insurance Regulatory Authority are eligible to tender and sign contracts. In the case of a joint venture, all members shall be jointly and severally liable for the execution of the entire Contract in accordance with the Contract terms. The JV shall nominate a Representative who shall have the authority to conduct all business for and on behalf of any and all the members of the JV during the tendering process and, in the event the JV is awarded the Contract, during contract execution. Members of a joint venture may not also make an individual tender, be a subcontractor in a separate tender or be part of

another joint venture for the purposes of the same Tender. The maximum number of JV members shall be specified in the TDS.

- 4.2 Public Officers of KNATCOM, their spouse, child, parent, brother, sister, child, parent or sister of a spouse, their business associates or agents and firms/organizations in which they have a substantial or controlling interest shall not be eligible to tender or be awarded a contract. Public Officers are also not allowed to participate in any procurement proceedings.
- 4.3 A Tenderer shall not have a conflict of interest. Any Tenderer found to have a conflict of interest shall be disqualified. A Tenderer may be considered to have a conflict of interest for the purpose of this Tendering process, if the Tenderer:
- a) Directly or in directly controls, is controlled by or is under common control with another Tenderer; or
 - b) Receives or has received any direct or indirect subsidy from another Tenderer; or
 - c) Has the same legal representative as another Tenderer; or
 - d) Has a relationship with another Tenderer, directly or through common third parties, that puts it in a position to influence the Tender of another Tenderer, or influence the decisions of KNATCOM regarding this Tendering process; or
 - e) Or any of its affiliates participated as a consultant in the preparation of KNATCOM's Requirements (including Schedules of requirements, Performance Specifications, etc.) for the Insurance services that are the subject of this Tender; or
 - f) or any of its affiliates has been hired (or is proposed to be hired) by KNATCOM for the Contract implementation; or
 - g) would be providing goods, works, or services resulting from or directly related to the insurance services specified in the TDS ITT 1.1 that it provided or were provided by any affiliate that directly or indirectly controls, is controlled by, or is under common control with that firm; or
 - h) has a close business or family relationship with a professional staff of KNATCOM

who:

- (i) are directly or indirectly involved in the preparation of the tendering document or specifications of the contract, and/or the Tender evaluation process of such contract; or
- (ii) would be involved in the implementation or supervision of such contract unless the conflict stemming from such relationship has been resolved in a manner acceptable to KNATCOM throughout the procurement process and execution of the Contract.

- 4.4 A firm that is a Tenderer shall not participate in more than one Tender, except for permitted alternative Tenders. Such participation shall result in the disqualification of all Tenders in which the firm is involved.
- 4.5 A Tenderer may have the nationality of any country, subject to the restrictions pursuant to ITT 4.9. A Tenderer shall be deemed to have the nationality of a country if the Tenderer is constituted, incorporated or registered in and operates in conformity with the provisions of the laws of that country, as evidenced by its articles of incorporation (or equivalent documents of constitution or association) and its registration documents, as the case may be. This criterion also shall apply to the determination of the nationality of proposed sub-contractors or sub-consultants for any part of the Contract including related Services.
- 4.6 A Tenderer that has been debarred from participating in public procurement shall be ineligible to tender or be awarded a contract. The list of debarred firms and individuals is available from the website of PPRA (www.ppra.go.ke).
- 4.7 Tenderers that are state-owned enterprises or institutions in Kenya may be eligible to compete and be awarded a Contract(s) if they can establish that they are registered as insurance businesses.
- 4.8 A tenderer under suspension from tendering as the result of the operation of a Tender-Securing Declaration or Proposal-Securing Declaration shall not be eligible to tender.

- 4.9 Firms and individuals may be ineligible if (a) as a matter of law or official regulations, Kenya prohibits commercial relations with that country, or (b) by an act of compliance with a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations, Kenya prohibits any import of goods or contracting of works or services from that country, or any payments to any country, person, or entity in that country.
- 4.10 The Insurance Act of Kenya (Revised 2017) requires that insurance companies that wish to offer insurance services in Kenya should be registered with the Insurance Regulatory Authority (IRA) of Kenya to allow them undertake insurance business in Kenya. Registration shall not be a condition for tender, but it shall be a condition of contract award and signature. A selected tenderer shall be given opportunity to register before contract award and signature of contract. Details on application for registration with Insurance Regulatory Authority may be accessed from the website (www.ira.go.ke).
- 4.11 The Competition Act of Kenya requires that firms wishing to tender as Joint Venture undertakings which may prevent, distort or lessen competition in provision of services are prohibited unless they are exempt in accordance with the provisions of Section 25 of the Act. JVs will be required to seek for exemption from the Competition Authority. Exemption shall not be a condition for tender, but it shall be a condition of contract award and signature. A JV tenderer shall be given opportunity to seek such exemption as a condition of award and signature of contract. Application for exemption from the Competition Authority of Kenya may be accessed from the website (www.ira.go.ke).
- 4.12 A Kenyan tenderer shall provide evidence of having fulfilled his/her tax obligations by producing a current tax compliance certificate or tax exemption certificate issued by the Kenya Revenue Authority.

5. **Qualification of the Tenderer**

- 5.1 In the event that pre-qualification of Tenderers has been undertaken as stated in ITT 18.4, the provisions on qualifications of the Section III, Evaluation and

Qualification Criteria shall not apply.

B. Contents of Tendering Document

6. Sections of Tendering Document

6.1 The tendering document consists of Parts 1, 2, and 3, which include all the sections indicated below and should be read in conjunction with any Addenda issued in accordance with ITT 9.

PART 1: Tendering Procedures

- i) Section I - Instructions to Tenderers (ITT)
- ii) Section II - Tender Data Sheet (TDS)
- iii) Section III - Evaluation and Qualification Criteria
- iv) Section IV – Tendering Forms

PART 2: KNATCOM's Requirements

- v) Section V–Schedule of Requirements

PART 3: Contract

- vi) Section VI-General Conditions of Contract (GCC)
 - vii) Section VII-Special Conditions of Contract (SCC)
 - viii) Appendix to the Contract–Insurance Policy
- 6.2 The Invitation to Tender (ITT) or the notice to pre-qualify Tenderers, as the case may be, issued by KNATCOM is not part of this tendering document.
- 6.3 Unless obtained directly from KNATCOM, KNATCOM is not responsible for the completeness of the document, responses to requests for clarification, the Minutes of the pre-Tender meeting (if any), or Addenda to the tendering document in accordance with ITT 9. In case of any contradiction, documents obtained directly from the Procuring Entity shall prevail.
- 6.4 The Tenderer is expected to examine all instructions, forms, terms of reference, and specifications in the tendering document and to furnish with its Tender all

information or documentation as is required by the tendering document.

7. Clarification of Tender Document, Site Visit, Pre-Tender Meeting

7.1 A Tenderer requiring any clarification of the Tender Document shall contact KNATCOM in writing at KNATCOM's address specified in the TDS or raise its enquiries during the pre-Tender meeting if provided for in accordance with ITT 7.2. KNATCOM will respond in writing to any request for clarification, provided that such request is received no later than the period specified in the TDS prior to the deadline for submission of tenders. KNATCOM shall forward copies of its response to all tenderers who have acquired the Tender documents in accordance with ITT 7.4, including a description of the inquiry but without identifying its source. If so specified in the TDS, KNATCOM shall also promptly publish its response at the web page identified in the TDS. Should the clarification result in changes to the essential elements of the Tender Documents, KNATCOM shall amend the Tender Documents following the procedure under ITT 8 and ITT 22.2.

7.2 The Tenderer, at the Tenderer's own responsibility and risk, is encouraged to visit and examine and inspect the site(s) and items of the required contracts and obtain all information that may be necessary for preparing a tender. The costs of visiting the Sites shall be at the Tenderer's own expense. The Procuring Entity shall specify in the TDS if a pre-arranged Site visit and or a pre-tender meeting will be held, when and where. The Tenderer's designated representative is invited to attend a pre-arranged site visit and a pre-tender meeting, as the case may be. The purpose of the site visit and the pre-tender meeting will be to clarify issues and to answer questions on any matter that may be raised at that stage.

7.3 The Tenderer is requested to submit any questions in writing, to reach KNATCOM not later than the period specified in the TDS before the meeting.

7.4 Minutes of a pre-arranged site visit and those of the pre-tender meeting, if applicable, including the text of the questions asked by Tenderers and the responses given, together with any responses prepared after the meeting, will

be transmitted promptly to all Tenderers who have acquired the Tender Documents. Minutes shall not identify the source of the questions asked.

- 7.5 KNATCOM shall also promptly publish anonymized (no names) Minutes of the pre-arranged site visit and those of the pre-tender meeting at the web page identified in the TDS. Any modification to the Tender Documents that may become necessary as a result of the pre-arranged site visit and those of the pre-tender meeting shall be made by KNATCOM exclusively through the issue of an Addendum pursuant to ITT 8 and not through the minutes of the pre-Tender meeting. Non-attendance at the pre-arranged site visit and the pre-tender meeting will not be a cause for disqualification of a Tenderer.

8. **Clarification of Tendering Document**

- 8.1 A Tenderer requiring any clarification of the tendering document shall contact KNATCOM in writing at KNATCOM's address specified **in the TDS**. KNATCOM will respond in writing to any request for clarification, provided that such request is received prior to the deadline for submission of Tenders within a period specified **in the TDS**. KNATCOM shall forward copies of its response to all Tenderers who have acquired the tendering document in accordance with ITT 6.3, including description of the inquiry but without identifying its source. If so specified **in the TDS**, KNATCOM shall also promptly publish its response at the web page identified **in the TDS**. Should the clarification result in changes to the essential elements of the tendering document, KNATCOM shall amend the tendering document following the procedure under ITT 9 and ITT 23.2.

9. **Amendment of Tendering Document**

- 9.1 At any time prior to the deadline for submission of Tenders, KNATCOM may amend the Tendering document by issuing addenda.
- 9.2 Any addendum issued shall be part of the tendering document and shall be communicated in writing to all who have obtained the tendering document from KNATCOM in accordance with ITT 6.3. KNATCOM shall also promptly publish the addendum on the Procuring Entity's web page in accordance with ITT 8.1.

- 9.3 To give prospective Tenderers reasonable time in which to take an addendum into account in preparing their Tenders, KNATCOM shall extend, as necessary, the deadline for submission of Tenders, in accordance with ITT 23.2 below.

C. Preparation of Tenders

10. Cost of Tendering

- 10.1 The Tenderer shall bear all costs associated with the preparation and submission of its Tender, and KNATCOM shall not be responsible or liable for those costs, regardless of the conduct or outcome of the Tendering process.

11. Language of Tender

- 11.1 The Tender as well as all correspondence and documents relating to the Tender exchanged by the Tenderer and KNATCOM shall be written in the English language. Supporting documents and printed literature that are part of the Tender maybe in another language provided they are accompanied by an accurate translation of the relevant passages in to the English language, in which case, for purposes of interpretation of the Tender, such translation shall govern.

12. Documents Comprising the Tender

- 12.1 The Tender shall comprise the following:
- a) **Form of Tender** prepared in accordance with ITT 13;
 - b) **Schedules:** priced Activity Schedule completed in accordance with ITT 13 and ITT 15;
 - c) **Tender Security or Tender-Securing Declaration** in accordance with ITT 20.1;
 - d) **Alternative Tender:** if permissible in accordance with ITT 14;
 - e) **Authorization:** written confirmation authorizing the signatory of the Tender to commit the Tenderer, in accordance with ITT 21.3;
 - f) **Qualifications:** documentary evidence in accordance with ITT 18

establishing the Tenderer's qualifications to perform the Contract if its Tender is accepted;

- g) **Tenderer's Eligibility:** documentary evidence in accordance with ITT 18 establishing the Tenderer's eligibility to Tender;
- h) **Conformity:** documentary evidence in accordance with ITT 17, that the Services conform to the tendering document;
- i) **Sample Insurance Policy** for each type of insurance required, and
- j) Any other document required **in the TDS.**

12.2 The Tenderer shall furnish in the Tender Information Form on commissions and gratuities, if any, paid or to be paid to agents or any other party relating to the Tender.

13. **Form of Tender and Schedule of Requirements**

13.1 The Form of Tender and priced Schedule of Requirements shall be prepared using the relevant forms furnished in Section IV, Tendering Forms. The forms must be completed without any alterations to the text, and no substitutes shall be accepted except as provided under ITT 21.3. All blank spaces shall be filled in with the information requested. The Tenderer shall chronologically serialize pages of all tender documents submitted.

14. **Alternative Tenders**

14.1 Unless otherwise indicated **in the TDS**, alternative Tenders shall not be considered. If alternatives are permitted, only the technical alternatives, if any, of the best Evaluated Tenderer shall be considered by KNATCOM.

15. **Tender Prices and Discounts**

15.1 The prices (or premiums) and discounts (including any price reduction) quoted by the Tenderer in the Form of Tender and in the Schedule of Requirements shall conform to the requirements specified below.

15.2 The Contract shall be for the Insurance Services of the items described in the

Schedule of Requirements submitted by the Tenderer.

15.3 The Tenderer shall quote any discounts in the Form of Tender in accordance with ITT 13.1.

15.4 All duties, taxes, and other levies payable by the Insurance Provider under the Contract, or for any other cause, as of the date 28 days prior to the deadline for submission of Tenders, shall be included in the total Tender price submitted by the Tenderer.

15.5 If provided for in the TDS, prices quoted by the Tenderer shall be subject to adjustment during the performance of the Contract in accordance with and the provisions of Clause 6.6 of the General Conditions of Contract and/or Special Conditions of Contract. The Tenderer shall submit with the Tender all the information required under the Special Conditions of Contract and of the General Conditions of Contract.

16. **Currencies of Tender and Payment**

16.1 The currency of the Tender and the currency of payments shall be Kenya Shillings, unless specified otherwise in the **TDS**.

17. **Documents Establishing Conformity of Services**

17.1 To establish the conformity of the Insurance Services to the tendering document, the Tenderer shall furnish as part of its Tender the documentary evidence that Services provided conform to KNATCOM's requirements specified in Section VII, Schedule of Requirements.

17.2 Standards for provision of the Insurance Services are intended to be descriptive only and not restrictive. The Tenderer may offer other standards of quality provided that it demonstrates, to KNATCOM's satisfaction, that the substitutions ensure substantial equivalence or are superior to those specified in the Section V, Schedule of Requirements.

17.3 Tenderers shall be asked to provide, as part of the data for qualification, such

information, including details of ownership, as shall be required to determine whether, according to the classification established by KNATCOM, a Service provider or group of service providers qualifies for a margin of preference. Further the information will enable KNATCOM identify any actual or potential conflict of interest in relation to the procurement and / or contract management processes, or a possibility of collusion between tenderers, and there by help to prevent any corrupt influence in relation to the procurement process or contract management.

- 17.4 The purpose of the information described in ITT 6.2 above overrides any claims to confidentiality which a tenderer may have. There can be no circumstances in which it would be justified for a tenderer to keep information relating to its ownership and control confidential where it is tendering to undertake public sector work and receive public sector funds. Thus, confidentiality will not be accepted by KNATCOM as a justification for a Tenderer's failure to disclose, or failure to provide required information on its ownership and control.
- 17.5 The Tenderer shall provide further documentary proof, information or authorizations that KNATCOM may request in relation to ownership and control which information on any changes to the information which was provided by the tenderer under ITT 6.3. The obligations to require this information shall continue for the duration of the procurement process and contract performance and after completion of the contract, if any change to the information previously provided may reveal a conflict of interest in relation to the award or management of the contract.
- 17.6 All information provided by the tenderer pursuant to these requirements must be complete, current and accurate as at the date of provision to KNATCOM. In submitting the information required pursuant to these requirements, the Tenderer shall warrant that the information submitted is complete, current and accurate as at the date of submission to KNATCOM.
- 17.7 If a tenderer fails to submit the information required by these requirements, its

tender will be rejected. Similarly, if KNATCOM is unable, after taking reasonable steps, to verify to a reasonable degree the information submitted by a tenderer pursuant to these requirements, then the tender will be rejected.

17.8 If information submitted by a tenderer pursuant to these requirements, or obtained by KNATCOM (whether through its own enquiries, through notification by the public or otherwise), shows any conflict of interest which could materially and improperly benefit the tenderer in relation to the procurement or contract management process, then:

- i) If the procurement process is still ongoing, the tenderer will be disqualified from the procurement process,
- ii) if the contract has been awarded to that tenderer, the contract award will be set aside,
- iii) the tenderer will be referred to the relevant law enforcement authorities for investigation of whether the tenderer or any other persons have committed any criminal offence.

17.9 If a tenderer submits information pursuant to these requirements that is incomplete, inaccurate or out-of-date, or attempts to obstruct the verification process, then the consequences ITT 6.7 will ensue unless the tenderer can show to the reasonable satisfaction of KNATCOM that any such act was not material, or was due to genuine error or which was not attributable to the intentional act, negligence or recklessness of the tenderer.

18. **Documents Establishing the Eligibility and Qualifications of the Tenderer**

18.1 To establish Tenderer's their eligibility in accordance with ITT 4, Tenderers shall complete the Form of Tender, and all Tendering Forms included in Section IV.

18.2 The documentary evidence of the Tenderer's qualifications to perform the Contract if its Tender is accepted shall establish to KNATCOM's satisfaction that the Tenderer meets each of the qualification criterion specified in Section III, Evaluation and Qualification Criteria.

18.3 In the event that pre-qualification of Tenderers has been under taken as stated **in the TDS**, only Tenders from pre- qualified Tenderers shall be considered for award of Contract. These qualified Tenderers should submit with their Tenders any information updating their original pre-qualification applications or, alternatively, confirm in their Tenders that the originally submitted pre-qualification information remains essentially correct as of the date of Tender submission.

18.4 If pre-qualification has not taken place before Tendering, the qualification criteria for the Tenderers are specified- in Section III, Evaluation and Qualification Criteria.

19. **Period of Validity of Tenders**

19.1 Tenders shall remain valid for the Tender Validity period specified in the TDS. The Tender Validity period starts from the date fixed for the Tender submission deadline date (as prescribed by KNATCOM in accordance with ITT 23.1). A tender valid for a shorter period shall be rejected by KNATCOM as non-responsive.

19.2 In exceptional circumstances, prior to the expiration of the Tender validity period, KNATCOM may request Tenderers to extend the period of validity of their Tenders. The request and the responses shall be made in writing. If a Tender Security is requested in accordance with ITT 20, it shall also be extended for ac or responding period. A Tenderer may refuse the request without forfeiting its Tender Security. A Tenderer granting the request shall not be required or permitted to modify its Tender, except as provided in ITT 19.3.

20. **Tender Security**

20.1 The Tenderer shall furnish as part of its Tender, either a Tender-Securing Declaration or a Tender security, as specified in the TDS, in original form and, in the case of a Tender Security, in the amount and currency specified in the TDS.

- 20.2 A Tender Securing Declaration shall use the form included in Section IV, Tendering Forms.
- 20.3 If a Tender Security is specified pursuant to ITT 20.1, from a reputable source, and an eligible country and shall be in any of the following forms at the Tenderer's option:
- i) cash;
 - ii) a bank guarantee;
 - iii) a guarantee by an insurance company registered and licensed by the Insurance Regulatory Authority listed by the Authority; or
 - iv) a guarantee issued by a financial institution approved and licensed by the Central Bank of Kenya,
- 20.4 If a Tender Security is specified pursuant to ITT 20.1, any Tender not accompanied by a substantially responsive Tender Security shall be rejected by KNATCOM as non-responsive.
- 20.5 If a Tender Security is specified pursuant to ITT 20.1, the Tender Security of unsuccessful Tenderers shall be returned as promptly as possible upon the successful Tenderer's signing the contract and furnishing the Performance Security pursuant to ITT 46. KNATCOM shall also promptly return the tender security to the tenderers where the procurement proceedings are terminated, all tenders were determined non responsive or a bidder declines to extend tender validity period.
- 20.6 The Tender Security of the successful Tenderer shall be returned as promptly as possible once the successful Tenderer has signed the Contract and furnished the required Performance Security.
- 20.7 The Tender Security may be forfeited or the Tender-Securing Declaration executed:
- a) If a Tenderer withdraws its Tender during the period of Tender validity specified by the Tenderer in the Form of Tender, or any extension

thereto provided by the Tenderer; or

b) If the successful Tenderer fails to:

i) Sign the Contract in accordance with ITT 45; or

ii) Furnish a performance security in accordance with ITT 46.

20.8 Where tender securing declaration is executed, KNATCOM shall recommend to the PPRA that PPRA debars the Tenderer from participating in public procurement as provided in the law.

20.9 A tenderer shall not issue a tender security to guarantee itself.

21. **Format and Signing of Tender**

21.1 The Tenderer shall prepare one original of the documents comprising the Tender as described in ITT 12, bound with the volume containing the Form of Tender, and clearly marked "Original." In addition, the Tenderer shall submit copies of the Tender, in the number specified in the TDS, and clearly marked as "Copies." In the event of discrepancy between them, the original shall prevail.

21.2 Tenderers shall mark as "CONFIDENTIAL" information in their Tenders which is confidential to their business. This may include proprietary information, trade secrets, or commercial or financially sensitive information.

21.3 The original and all copies of the Tender shall be typed or written in indelible ink and shall be signed by a person or persons duly authorized to sign on behalf of the Tenderer. This authorization shall consist of a written confirmation as specified in the TDS and shall be attached to the Tender. The name and position held by each person signing the authorization must be typed or printed below the signature. All pages of the Tender where entries or amendments have been made shall be signed or initialed by the person signing the Tender.

21.4 Any inter-lineation, erasures, or overwriting shall be valid only if they are

signed or initialed by the person signing the Tender.

D. Submission and Opening of Tenders

22. Sealing and Marking of Tenders

22.1 The Tenderer shall deliver the Tender in a single, sealed envelope. Within the single envelope the Tenderer shall place the following separate, sealed envelopes:

- a) In an envelope marked "ORIGINAL", all documents comprising the Tender, as described in ITT 12; and
- b) in an envelope marked "COPIES", all required copies of the Tender; and
- c) if alternative Tenders are permitted in accordance with ITT14, and if relevant:
 - i) in an envelope marked "ORIGINAL-ALTERNATIVETENDER", the alternative Tender; and
 - ii) in the envelope marked "COPIES –ALTERNATIVE TENDER" all required copies of the alternative Tender.

22.2 The inner envelopes shall:

- a) Bear the name and address of the Tenderer;
- b) Be addressed to the Procuring Entity in accordance with ITT 23.1;
- c) Bear the specific identification of this Tendering process specified in accordance with TDS 1.1; and
- d) bear a warning not to open before the time and date for Tender opening.

22.3 The outer-envelopes shall:

- a) Be addressed to the Procuring Entity in accordance with ITT 23.1;
- b) bear the specific identification of this Tendering process specified in accordance with TDS 1.1; and
- c) bear a warning not to open before the time and date for Tender

opening.

22.4 Where envelopes are not sealed and marked as required, KNATCOM will assume no responsibility for the misplacement or premature opening of the Tender. Tenders that were misplaced or opened prematurely will not be accepted.

23 Deadline for Submission of Tenders

23.1 Tenders must be received by KNATCOM at the address and no later than the date and time specified in the TDS. When so specified in the TDS, Tenderers shall have the option of submitting their Tenders electronically. Tenderers submitting Tenders electronically shall follow the electronic Tender submission procedures specified in the TDS.

23.2 KNATCOM may, at its discretion, extend the deadline for the submission of Tenders by amending the tendering document in accordance with ITT 9, in which case all rights and obligations of the Procuring Entity and Tenderers previously subject to the deadline shall thereafter be subject to the deadline as extended.

24. Late Tenders

24.1 KNATCOM shall not consider any Tender that arrives after the deadline for submission of Tenders, in accordance with ITT 23. Any Tender received by KNATCOM after the deadline for submission of Tenders shall be declared late, rejected, and returned unopened to the Tenderer.

25 Withdrawal, Substitution and Modification of Tenders

25.1 A Tenderer may withdraw, substitute, or modify its Tender after it has been submitted by sending a written notice, duly signed by an authorized representative, and shall include a copy of the authorization (the power of attorney) in accordance with ITT 21.3, (except that withdrawal notices do not require copies). The corresponding substitution or modification of the Tender

must accompany the respective written notice. All notices must be:

- a) Prepared and submitted in accordance with ITT 21 and ITT 22 (except that with draw all notices do not require copies), and in addition, the respective envelopes shall be clearly marked "WITHDRAWAL," "SUBSTITUTION," or "MODIFICATION;" and
- b) received by KNATCOM prior to the deadline prescribed for submission of Tenders, in accordance with ITT 23.

25.2 Tenders requested to be withdrawn in accordance with ITT 25.1 shall be returned un opened to the Tenderers.

25.3 No Tender may be withdrawn, substituted, or modified in the interval between the deadline for submission of Tenders and the expiration of the period of Tender validity specified by the Tenderer on the Form of Tender or any extension thereof.

26. Tender Opening

26.1 Except as in the cases specified in ITT 23 and ITT 25.2, the Procuring Entity shall, at the Tender opening, publicly open and read out all Tenders received by the deadline at the date, time and place specified in the **TDS** in the presence of Tenderers' designated representatives and anyone who choose to attend. Any specific electronic Tender opening procedures required if electronic tendering is permitted in accordance with ITT 23.1, shall be as specified **in the TDS.**

26.2 First, envelopes marked "WITHDRAWAL" shall be opened and read out and the envelope with the corresponding Tender shall not be opened, but returned to the Tenderer. If the withdrawal envelope does not contain a copy of the "power of attorney" confirming the signature as a person duly authorized to sign on behalf of the Tenderer, the corresponding Tender will be opened. No Tender withdrawal shall be permitted unless the corresponding withdrawal notice contains a valid authorization to request the withdrawal and is read out at Tender opening.

- 26.3 Next, envelopes marked "SUBSTITUTION" shall be opened and read out and exchanged with the corresponding Tender being substituted, and the substituted Tender shall not be opened, but returned to the Tenderer. No Tender substitution shall be permitted unless the corresponding substitution notice contains a valid authorization to request the substitution and is read out at Tender opening.
- 26.4 Next, envelopes marked "MODIFICATION" shall be opened and read out with the corresponding Tender. No Tender modification shall be permitted unless the corresponding modification notice contains a valid authorization to request the modification and is read out at Tender opening.
- 26.5 Next, all remaining envelopes shall be opened one at a time, reading out: the name of the Tenderer and whether there is a modification; the total Tender Prices, per lot (contract) if applicable, including any discounts and alternative Tenders; the presence or absence of a Tender Security or Tender-Securing Declaration, if required; and any other details as KNATCOM may consider appropriate.
- 26.6 Only Tenders, alternative Tenders and discounts that are opened and read out at Tender opening shall be considered further. The Form of Tender and the priced Activity Schedule are to be initialed by representatives of the Procuring Entity attending Tender opening in the manner specified in the TDS.
- 26.7 KNATCOM shall neither discuss the merits of any Tender nor reject any Tender (except for late Tenders, in accordance with ITT 24.1).
- 26.8 KNATCOM shall prepare a record of the Tender opening that shall include, as a minimum:
- a) The name of the Tenderer and whether there is a withdrawal, substitution, or modification;
 - b) the Tender Price, per lot (contract) if applicable, including any discounts; and
 - c) any alternative Tenders;

- d) the presence or absence of a Tender Security or Tender-Securing Declaration, if one was required.
- e) Number of pages of each tender document submitted.

26.9 The Tenderers' representatives who a represent shall be requested to sign the record. The omission of a Tenderer's signature on the record shall not invalidate the contents and effect of the record. A copy of the tender opening register shall be issued to a tenderer upon request.

E. Evaluation and Comparison of Tenders

27. Confidentiality

27.1 Information relating to the evaluation of Tenders and recommendation of contract award, shall not be disclosed to Tenderers or any other persons not officially concerned with the Tendering process until information on the Intention to Award the Contract is transmitted to all Tenderers in accordance with ITT 41.

27.2 Any effort by a Tenderer to influence KNATCOM in the evaluation or contract award decisions may result in the rejection of its Tender.

27.3 Notwithstanding ITT 27.2, from the time of Tender opening to the time of Contract Award, if any Tenderer wishes to contact KNATCOM on any matter related to the Tendering process, it should do so in writing.

28 Clarification of Tenders

28.1 To assist in the examination, evaluation, and comparison of Tenders, and qualification of the Tenderers, KNATCOM may, at KNATCOM's discretion, ask any Tenderer for clarification of its Tender including breakdowns of the prices in the Activity Schedule, and other information that KNATCOM may require. Any clarification submitted by a Tenderer in respect to its Tender and that is not in response to a request by KNATCOM shall not be considered. KNATCOM's request for clarification and the response shall be in writing. No change, including any voluntary

increase or decrease, in the prices or substance of the Tender shall be sought, offered, or permitted, except to confirm the correction of arithmetic errors discovered by KNATCOM in the evaluation of the Tenders, in accordance with ITT 32.

28.2 If a Tenderer does not provide clarifications of its Tender by the date and time set in KNATCOM's request for clarification, its Tender may be rejected.

29 Deviations, Reservations, and Omissions

29.1 During the evaluation of Tenders, the following definitions apply:

- a) "Deviation" is a departure from the requirements specified in the tendering document;
- b) "Reservation" is the setting of limiting conditions or withholding from complete acceptance of the requirements specified in the tendering document; and
- c) "Omission" is the failure to submit part or all of the information or documentation required in the tendering document.

30. Determination of Responsiveness

30.1 KNATCOM's determination of a Tender's responsiveness is to be based on the contents of the Tender itself, as defined in ITT 12.

30.2 A substantially responsive Tender is one that meets the requirements of the tendering document without material deviation, reservation, or omission. A material deviation, reservation, or omission is one that:

- a) If accepted, would:
 - i) Affect in any substantial way the scope, quality, or performance of the Insurance Services specified in the Contract; or
 - ii) Limit in any substantial way, inconsistent with the tendering document, the Procuring Entity's rights or the Tenderer's obligations under the Contract; or
- b) if rectified, would unfairly affect the competitive position of other

Tenderers presenting substantially responsive Tenders.

30.3 KNATCOM shall examine the technical aspects of the Tender submitted in accordance with ITT 17 and ITT 18, in particular, to confirm that all requirements of Section VII, Schedule of Requirements have been met without any material deviation or reservation, or omission.

31. Non-conformities, Errors and Omissions

31.1 If a Tender is not substantially responsive to the requirements of tendering document, it shall be rejected by KNATCOM and may not subsequently be made responsive by correction of the material deviation, reservation, or omission. Non-conformities, Errors and Omissions

31.2 Provided that a Tender is substantially responsive, KNATCOM may waive any non-conformities in the Tender.

31.3 Provided that a Tender is substantially responsive KNATCOM may request that the Tenderer submit the necessary information or documentation, within a reasonable period of time, to rectify non-conformities or omissions in the Tender related to documentation requirements. Requesting information or documentation on such non-conformities shall not be related to any aspect of the price of the Tender. Failure of the Tenderer to comply with the request may result in the rejection of its Tender.

32. Arithmetical Errors

32.1 The tender sum as submitted and read out during the tender opening shall be absolute and final and shall not be the subject of correction, adjustment or amendment in any way by any person or entity.

32.2 Provided that the Tender is substantially responsive, KNATCOM shall handle errors on the following basis:

a) Any error detected if considered a major deviation that affects the substance of the tender, shall lead to disqualification of the tender as non-responsive.

- b) Any errors in the submitted tender arising from an incorrect calculation of unit price, quantity, subtotal and total bid price shall be considered as a major deviation that affects the substance of the tender and shall lead to disqualification of the tender as non-responsive. And
- c) If there is a discrepancy between words and figures, the amount in words shall prevail

32.3 Tenderers shall be notified of any error detected in their bid during the notification of award

33. **Comparison of Tenders and Conversion to Single Currency**

33.1 KNATCOM shall compare the evaluated costs of all substantially responsive Tenders established in accordance with ITT 31.2 to determine the Tender that has the lowest evaluated cost. The comparison shall be on the basis of total cost prices for each offered insurance service.

33.2 For evaluation and comparison purposes, the currency (Kshs) of the Tender shall be converted in a single currency as specified **in the TDS**. The source of exchange rate and the date of such exchange rate shall also be specified in the **TDS**.

34 **Margin of Preference and Reservations**

34.1 A margin of preference on local insurance providers may be allowed only when the contract is open to international competitive tendering where foreign contractors are expected to participate in the tendering process and where the contract exceeds the value/threshold specified in the Regulations.

34.2 A margin of preference shall not be allowed unless it is specified so in the TDS.

34.3 Contracts procured on basis of international competitive tendering shall not be subject to reservations exclusive to specific groups as provided in ITT 33.4.

34.4 Where it is intended to reserve a contract to a specific group of businesses (these groups are Small and Medium Enterprises, Women Enterprises, Youth Enterprises

and Enterprises of persons living with disability, as the case maybe), and who are appropriately registered as such by a competent authority, a procuring entity shall ensure that the invitation to tender specifically indicates that only businesses or firms belonging to the specified group are eligible to tender. No tender shall be reserved to more than one group. If not so stated in the Invitation to Tender and in the Tender documents, the invitation to tender will be open to all interested tenderers.

35. Evaluation of Tenders

35.1 The Procuring Entity shall use the criteria and methodologies listed in this ITT and Section III, Evaluation and Qualification Criteria. No other evaluation criteria or methodologies shall be permitted. By applying the criteria and methodologies, the Procuring Entity shall determine the Lowest Evaluated Tender. This is the Tender of the Tenderer that meets the qualification criteria and whose Tender has been determined to be:

- a) Substantially responsive to the tendering document; and
- b) The lowest evaluated cost.

35.2 In evaluating the Tenders, the Procuring Entity will determine for each Tender the Evaluated Tender Price by adjusting the Tender price as follows:

- a) Prices offered by the Tenderer, corrected appropriately in accordance with ITT 32;
- b) Price adjustment due to discounts offered in accordance with ITT 15.4;
- c) converting the amount resulting from applying (a) and (b) above, if allowed, to a single currency in accordance with ITT 33.2;
- d) the additional evaluation factors are specified in Section III, Evaluation and Qualification Criteria.

35.3 The estimated effect of the price adjustment provisions of the Conditions of Contract, applied over the period of execution of the Contract, shall not be

taken in to account in Tender evaluation.

35.4 Where the tender involves multiple items, the tenderer will be allowed to tender for one or more items. Each item will be evaluated in accordance with ITT 35.2. The methodology to determine the lowest evaluated tenderer or tenderers will be base done each item and not a combination of items.

36. Comparison of Tenders

36.1 The Procuring Entity shall compare the evaluated costs of all substantially responsive Tenders established in accordance with ITT 35.2 to determine the Tender that has the lowest evaluated cost.

37. Abnormally Low Tenders and Abnormally high tenders

Abnormally Low Tenders

37.1 An Abnormally Low Tender is one where the Tender price, in combination with other constituent elements of the Tender, appears unreasonably low to the extent that the Tender price raises material concerns as to the capability of the Tenderer to perform the Contract for the offered Tender price or that genuine competition between Tenderers is compromised.

37.2 In the event of identification of a potentially Abnormally Low Tender by the evaluation committee, the Procuring Entity shall seek written clarifications from the Tenderer, including detailed price analysis of its Tender price in relation to the subject matter of the contract, scope, proposed methodology, schedule, allocation of risks and responsibilities and any other requirements of the tendering document.

37.3 After evaluation of the price analyses, in the event that the Procuring Entity determines that the Tenderer has failed to demonstrate its capability to perform the Contract for the offered Tender Price, the Procuring Entity shall reject the Tender.

Abnormally High Tenders

37.4 An abnormally high tender price is one where the tender price, in

combination with other constituent elements of the Tender, appears unreasonably too high to the extent that the Procuring Entity is concerned that it (the Procuring Entity) may not be getting value for money or it may be paying too high a price for the contract compared with market prices or that genuine competition between Tenderers is compromised.

37.5 In case of an abnormally high price, the Procuring Entity shall make a survey of the market prices, check if the estimated cost of the contract is correct and review the Tender Documents to check if the specifications, scope of work and conditions of contract are contributory to the abnormally high tenders. The Procuring Entity may also seek written clarification from the tenderer on the reason for the high tender price. The Procuring Entity shall proceed as follows:

- i) If the tender price is abnormally high based on wrong estimated cost of the contract, the Procuring Entity may accept or not accept the tender depending on the Procuring Entity's budget considerations.
- ii) If specifications, cope of work and/or conditions of contract are contributory to the abnormally high tender prices, the Procuring Entity shall reject all tenders and may retender for the contract based on revised estimates, specifications, scope of work and conditions of contract, as the case may be.

37.6 If the Procuring Entity determines that the Tender Price is abnormally too high because genuine competition between tenderers is compromised (*often due to collusion, corruption or other manipulations*), the Procuring Entity shall reject all Tenders and shall institute or cause relevant Government Agencies to institute an investigation on the cause of the compromise, before retendering.

38. Qualification of the Tenderer

38.1 The Procuring Entity shall determine to its satisfaction whether the Tenderer that is selected as having submitted the lowest evaluated cost and substantially responsive Tender is eligible and meets the qualifying criteria specified in Section III, Evaluation and Qualification Criteria.

38.2 The determination shall be based upon an examination of the documentary

evidence of the Tenderer's qualifications submitted by the Tenderer, pursuant to ITT 18. The determination shall not take in to consideration the qualifications of other firms such as the Tenderer's subsidiaries, parent entities, affiliates, subcontractors or any other firm(s) different from the Tenderer that submitted the Tender.

38.3 An affirmative determination shall be a prerequisite for award of the Contract to the Tenderer. A negative determination shall result in disqualification of the Tender, in which event the Procuring Entity shall proceed to the Tenderer who offers a substantially responsive Tender with the next lowest evaluated cost to make a similar determination of that Tenderer's qualifications to perform satisfactorily.

39. Procuring Entity's Right to Accept Any Tender, and to Reject Any or All Tenders

39.1 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 there by incurring any liability to Tenderers. In case of annulment, all Tenderers shall be notified with reasons and all Tenders submitted and specifically, Tender securities, shall be promptly returned to the Tenderers.

F. Award of Contract

40. Award Criteria

40.1 The Procuring Entity shall award the Contract to the successful tenderer whose tender has been determined to be the Lowest Evaluated Tender.

41. Notice of Intention to enter in to a Contract

41.1 Upon award of the contract and prior to the expiry of the Tender Validity Period the Procuring Entity shall issue a Notification of Intention to Enter in to a Contract/Notification of award to all tenderers which shall contain, at a minimum, the following information:

- a) The name and address of the Tenderer submitting the successful tender;
- b) The Contract price of the successful tender;
- c) a statement of the reason(s) the tender of the unsuccessful tenderer to whom the letter is addressed was unsuccessful, unless the price information in(c) above already reveals the reason;
- d) the expiry date of the Standstill Period; and
- e) instructions on how to request a debriefing and/or submit a complaint during the stand still period.

42. Standstill Period

42.1 The Contract shall not be signed earlier than the expiry of a Standstill Period of 14 days to allow any dissatisfied tender to launch a complaint. Where only one Tender is submitted, the Standstill Period shall not apply.

42.2 Where a Standstill Period applies, it shall commence when the Procuring Entity has transmitted to each Tenderer the Notification of Intention to Enter in to a Contract with the successful Tenderer.

43. Debriefing by the Procuring Entity

43.1 On receipt of the Procuring Entity's Notification of Intention to Enter into a Contract referred to in ITT 43, an unsuccessful tenderer may make a written request to the Procuring Entity for a debriefing on specific issues or concerns regarding their tender. The Procuring Entity shall provide the debriefing within five days of receipt of the request.

43.2 Debriefings of unsuccessful Tenderers may be done in writing or verbally. The Tenderer shall bear its own costs of attending such a debriefing meeting.

44. Negotiations

44.1 The negotiations shall be held at the place indicated in the TDS with the Tenderer's representative(s) who must have written power of attorney to

negotiate and sign a Contract on behalf of the Tenderer. The Procuring Entity will constitute a team to negotiate a contract and the terms of the Insurance Policy to be provided.

44.2 The negotiations shall start with discussions of the scope of the terms and conditions of the Policy, its conformity to the Procuring Entity's requirements, the conditions and circumstances under which the insured will be financially compensated, and the items that would need to be attended to before the contract is signed and an Insurance Policy issued. These discussions shall not substantially alter the original scope of the Procuring Entity's requirements. The items that would need to be attended to by the Procuring Entity before the contract is signed and an Insurance Policy issued should not be so extended as to render the scope of the required service and its price different from the Procuring Entity's requirements.

44.3 The Procuring Entity shall prepare minutes of negotiations that are signed by the Procuring Entity and the Tenderers' authorized representative.

45. Letter of Award

45.1 Prior to the expiry of the Tender Validity Period and upon expiry of the Standstill Period specified in ITT 42.1, upon addressing a complaint that has been filed within the Standstill Period, the Procuring Entity shall transmit the Letter of Award to the successful Tenderer. The letter of award shall request the successful tenderer to furnish the Performance Security within 21 days of the date of the letter.

46. Signing of Contract

46.1 Upon the expiry of the fourteen days of the Notification of Intention to enter into contract and upon the parties meeting their respective statutory requirements, the Procuring Entity shall send the successful Tenderer the Contract Agreement.

46.2 Within fourteen (14) days of receipt of the Contract Agreement, the successful Tenderer shall sign, date, and return it to the Procuring Entity.

46.3 The written contract shall be entered into within the period specified in the notification of award and before expiry of the tender validity period.

47. Performance Security

47.1 Within twenty-one (21) days of the receipt of the Letter of Award from the Procuring Entity, the successful Tenderer shall furnish the Performance Security and, any other documents required in the TDS, in accordance with the General Conditions of Contract, subject to ITT 38.2 (b), using the Performance Security and other Forms included in Section X, Contract Forms, or another form acceptable to the Procuring Entity. A foreign institution providing a bank guarantee shall have a correspondent financial institution located in Kenya, unless the Procuring Entity has agreed in writing that a correspondent bank is not required.

47.2 Failure of the successful Tenderer to submit the above-mentioned Performance Security and other documents required in the TDS or sign the Contract shall constitute sufficient grounds for the annulment of the award and forfeiture of the Tender Security. In that event the Procuring Entity may award the Contract to the Tenderer offering the next Best Evaluated Tender.

47.3 Performance security shall not be required for contracts estimated to cost less than the amount specified in the Regulations.

48. Publication of Procurement Contract

48.1 Within fourteen days after signing the contract, the Procuring Entity shall publish the awarded contract at its notice boards and websites; and on the Website of the Authority. At the minimum, the notice shall contain the following information:

- a) Name and address of the Procuring Entity;
- b) Name and reference number of the contract being awarded, a summary of its scope and the selection method used;
- c) The name of the successful Tenderer, the final total contract price, the contract duration.

- d) Dates of signature, commencement and completion of contract;
- e) Names of all Tenderers that submitted Tenders, and their Tender prices as read out at Tender opening.

49. Procurement Related Complaint

49.1 The procedures for making Procurement-related Complaints are as specified in the **TDS**.

SECTION II

TENDER DATA SHEET (TDS)

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	PARTICULARS OF APPENDIX TO INSTRUCTIONS TO TENDERERS
12.1	Eligible service providers
15.5	The prices quoted by the Tenderer <i>shall not</i> be subject to adjustment during the performance of the Contract.
20	Tender Security shall Kshs 300,000 from a Reputable Bank in Kenya or an Insurance Company valid for 150 days.
19	Tender validity will be 150 days
22.1	The inner and outer envelopes shall bear the Words: (i) Tender Name: Provision for Comprehensive Staff Medical Insurance Cover (ii) Tender No: KNCU/05/2024-2025 (iii) DO NOT OPEN BEFORE 11th November 2024 Tenders must be addressed and delivered to: The Secretary General Kenya National Commission for UNESCO 16th Floor, National Bank Building, Harambee Avenue, P.O. Box 72107 – 00200 NAIROBI, KENYA

23.1	Tenders must be received on or before 11th November 2024 at 11.00 AM
23.1	Tenderers " shall not " have the option of submitting their Tenders electronically.
26.1	Tenders will be opened at the time stated in the presence of tenderers or their representatives
34.2	Margin of preference shall not be allowed.
E	EVALUATION CRITERIA (please refer to special conditions of contract under section VII of the document
POST QUALIFICATION	
	<p>The post qualification of the tenders received KNATCOM will be undertaken on the basis of the customer reference checks based on information provided by your firm.</p> <p>(The names, addresses, telephone numbers and contact persons of at least three (3) of your clients that KNATCOM intends to contact to verify the details provided).</p>

SECTION III

EVALUATION AND QUALIFICATION CRITERIA

1. General Provision

Wherever a Tenderer is required to state a monetary amount, Tenderers should indicate the Kenya Shilling equivalent using the rate of exchange determined as follows:

- a) For business turn over or financial data required for each year - Exchange rate prevailing on the last day of the respective calendar year (in which the amounts for that year are to be converted) was originally established.
- b) Value of single contract-Exchange rate prevailing on the date of the contract signature.
- c) Exchange rates shall be taken from the publicly available source identified in the ITT. Any error in determining the exchange rates in the Tender may be corrected by the Procuring Entity.

This section contains the criteria that the Employer shall use to evaluate tender and qualify tenderers. No other factors, methods or criteria shall be used other than specified in this tender document. The Tenderer shall provide all the information requested in the forms included in Section IV, Tendering Forms. The Procuring Entity should use **the Standard Tender Evaluation Report for Goods and Works** for evaluating Tenders.

Evaluation and contract award Criteria

The Procuring Entity shall use the criteria and methodologies listed in this Section to evaluate tenders and arrive at the Lowest Evaluated Tender. The tender that (I) meets the qualification criteria, (ii) has been determined to be substantially responsive to the Tender Documents, and (iii) is determined to have the Lowest Evaluated Tender price shall be selected for award of contract.

2 Preliminary examination for Determination of Responsiveness

The Procuring Entity will start by examining all tenders to ensure they meet in all respects the eligibility criteria and other requirements in the ITT, and that the tender is complete in all aspects in meeting the requirements of "*Part2–Procuring Entity's Insurance Requirements*", including checking for tenders with unacceptable errors, abnormally low tenders, abnormally high tenders and tenders that are incomplete. The Standard Tender Evaluation Report for Goods and Works for evaluating Tenders provides clear guidelines on how to deal with review of these requirements. Tenders that do not pass the Preliminary Examination will be considered irresponsible and will not be considered further.

SPECIFICATIONS FOR THE KNATCOM MEDICAL COVER AND THE EVALUATION CRITERIA FOR PERIOD 2024-2025



1. SCOPE OF COVER

STAFF MEDICAL INSURANCE SCHEME COVER FOR THE PERIOD 2024- 2025

The Kenya National Commission for UNESCO - KNATCOM seeks to contract a reputable underwriting insurance company to provide a staff medical insurance that entails benefits which ensure members of staff receive quality health care.

The proposed Staff Medical Scheme shall be fully enhanced medical scheme cover and is intended to provide all employees and their dependents, quality and affordable medical and health care services on 24 hours cover basis taking into cognizance of the unpredictable nature of sicknesses and/or accidents.

While it is appreciated that medical schemes come with inherent controls and procedures, KNATCOM is hoping that the selected provider will look at the possibility of ensuring that any controls and procedures are not unnecessarily bureaucratic and cumbersome.

The Medical Scheme is expected to cover the following: -

1.1. Inpatient cover

The In-patient cover benefit shall cater for illnesses requiring hospitalization.

- a) Chronic conditions, HIV/AIDS, Cancer, Diabetes, Blood pressure and related conditions.
- b) Accidental and illness hospitalization (accommodation, doctor(s)' fees, operating theatre, ICU charges, physiotherapy, prescribed drugs, dressings surgical appliances, X-rays)
- c) In-patient surgery, Admissions, Drugs, Nursing Care, hospitalized and Care Surgery
- d) Overseas Treatment where not locally available on referral.
- e) Non-elective and Subsequent Emergency caesarean
- f) Gynecological illness & Air Evacuation
- g) Parent or guardian accommodation for children under 5 years that are hospitalized
- h) Male Circumcision of up to 50,000.00 under inpatient cover
- i) Non-Accidental Dental Surgery
- j) Non accidental Ophthalmologist Surgery

1.2. Outpatient cover:

The Outpatient scheme shall deal with cases of illness not requiring admission into a hospital and will include examinations, diagnosis, and speedy treatment at health clinics and/or hospitals with the aim of preventing any ailment or illness from growing into cases that require hospitalization.

The outpatient cover shall encompass the following benefits:

- a) Routine outpatient consultation both GP and consultant specialists
- b) Diagnostic Laboratory Investigations-Rays and ECG Day, MRI, Ultra Sound, Scan, Pathology Ultra Sound, Computerized Tomography, Mammogram, Laser, etc. among others
- c) Prescribed Physiotherapy, Radiotherapy and Chemotherapy
- d) Prescribed drugs and dressings;

- e) Routine Immunization (Both KEPI and baby friendly)
- f) Routine Antenatal check-ups (Max 2 Ultra Sound exam)
- g) Postnatal care up to six weeks post-delivery;
- h) Chronic and recurring conditions;
- i) Outpatient Emergency Ambulance Services;
- j) Dental covers filling, extraction, root canal routine dentistry and tooth scaling, necessitated by prevailing medical condition and prescribed by a dentist, braces, crowns and bridges prescribed by a dentist up to the benefit per family
- k) Optical services;
- l) Annual general medical check up
- m) Immunizations on travel referrals
- n) Annual pap smear and breast checks for female members and dependents
- o) Annual prostate checks for male members and dependents
- p) In the event of hospitalization followed by death for principal or dependents, the underwriter will settle the mortuary fee up to a limit of 14 days.
- q) Psycho-effective conditions/ illness counselling services

Any additional benefits should be specified by the bidder

1.3. Particulars/requirements of medical scheme cover:

- a) The cover for chronic illness, congenital defects, pre-existing conditions and HIV-Aids to be provided up to 100% of the in-patient and outpatient benefit.
- b) No waiting periods. The scheme takes effect as from 1st January, 2025.
- c) Age limit – lower is 0 months to 25 years for dependents who are attending school or college
- d) Age limit – Lower is 18 years and upper limit is 65 years for principal member and spouse
- e) Dental to include filling, extraction, root canal, braces, dentures and medically necessary scaling and polishing.
- f) Optical to include treatment for deterioration/correction of sight and replacement of spectacles.
- g) General health check-ups once a year per family per limit provided.

- h) Pre-natal and post-natal to be catered for within the outpatient/inpatient limit where applicable. Maternity cover to cater for delivery only (normal and caesarean section).
- i) Gynecological conditions including hormonal imbalance and menopausal conditions to be covered within the inpatient and outpatient covers as may be applicable.
- j) Disease prevention vaccines to be covered within inpatient and outpatient covers as may be applicable.
- k) All children vaccines to be covered in full within the out-patient cover.
- l) De-worming and multi-vitamin/supplements to be covered within outpatient and inpatient as may be applicable.
- m) A rider Funeral cover/Last Expense of **Ksh.150,000/-** for each member and each dependent.
- n) Procedure for pre-authorization

All bidders are required to fully provide information on whether the inpatient medical cover incorporates the following or if they are stand-alone covers

- Funeral cover
- Dental
- Optical
- Maternity

NB: The costs for each of the above should be shown separately. The bid should comprise proposed medical scheme type indicating the benefits and associated costs.

2. NETWORK COVERAGE

The bidder should have extensive and reputable network of Hospitals, Clinics, Pharmacies and Laboratories within easy reach of the members and their dependents. The bidders are required to provide the following: -

- a) Full details of towns where the insurance company is represented.
- b) The appointed hospitals, clinics, doctors' and specialists all over the country that can be accessed by KNATCOM employees and their dependents (attach their respective lists).
- c) Full details of the medical cover outside Kenya and all exclusions that are applicable.

NB: KNATCOM employees are resident in Nairobi, However, their family members (dependents) may not necessarily stay with them but stay up country.

Once in a while, staff may be required to perform their duties out of station or travel within the country or overseas to attend training, seminars or workshops, field work and outreach services to the counties.

The bidder should therefore make provision for such cases in the proposal.

3. CASE MANAGEMENT

•

The bidders are expected to provide details on the following: -

- a) A detailed description on how the cover is going to be administered.
- b) An analysis on how the service provider intends to address the following issues/procedures:
 - i. Admission of members into the cover
 - ii. Admission of members with HIV/Aids or any other pre-existing and congenital conditions into the cover (give details of the limits for each).
 - iii. Procedure to be followed for overseas cover
 - iv. Procedure to be followed to procure last expense (if any in your package).

4. CLAIMS SETTLEMENT TURNAROUND TIME

The bidder is expected to demonstrate and give details of the claims settlement turnaround time.

The bidder to demonstrate their ability to settle claims with preferably five (5) major hospitals providing reference letters to support.

NB: The time indicated will be used to review the performance of the Tenderer and the underwriter for any future renewal of contract.

5. FINANCIAL STABILITY

The bidder should provide documentary prove that they are financially sound and is fully licensed and registered as a medical insurance cover provider.

NB: The tender documents must be accompanied with Audited Accounts for the last three years.

The bidder should give at least (10) ten current reputable clients preferably (5) from the public sector and five (5) from the private sector with premium of over Kshs.20M

6. SPECIAL MEDICAL TREATMENT

There are cases, which may require special treatment owing to medical history of a

member of staff and/or dependent.

The bidder is required to propose on how such a case is dealt with in case it occurs.

7. EXCLUSIONS AND REQUIREMENTS

The bidder must clearly state requirements, special conditions and/or exclusions applicable to the schemes.

8. REFERENCES AND KEY PERSONNEL

The bidder must demonstrate its ability, knowledge, and experience in the provision of medical insurance services and give details of four key personnel charged with management the medical scheme.

SPECIFICATIONS FOR THE KNATCOM MEDICAL COVER AND THE EVALUATION CRITERIA FOR PERIOD 2024-2025

1. Benefits under the medical scheme

Staff Grade	Inpatient Cover Limit	Outpatient Cover Limit	Dental	Optical	Bed Entitlement	Annual Check up	Maternity
KNC 1	4,000,000	350,000	75,000	75,000	30,000	40,000	250,000
KNC 2-3	3,500,000	300,000	75,000	75,000	30,000	40,000	250,000
KNC 4-6	3,000,000	250,000	75,000	75,000	15,000	40,000	250,000
KNC 7-8	2,500,000	220,000	75,000	75,000	15,000	40,000	250,000
KNC 9-11	2,000,000	200,000	75,000	75,000	15,000	40,000	250,000

SCHEME DETAILS:

The scheme should provide **wide Access** to Medical Services **without limiting** access to any beneficiaries of the scheme.

Medical benefits limits

i. Inpatient cover limits

Category	Level	Members	Family size	Benefits
KNC 1	A	1	0	4,000,000
KNC 2-3	B	3	7	3,500,000
KNC 4-6	C	20	54	3,000,000
KNC 7-8	D	16	38	2,500,000
KNC 9-11	E	10	28	2,000,000
Total staff		50	127	

ii. Outpatient Limits

Category	Level	Members	Family size	Cover per Family	Annual Checkup
KNC 1	A	1	0	350,000	40,000
KNC 2-3	B	3	7	300,000	40,000
KNC 4-6	C	20	54	250,000	40,000
KNC 7-8	D	16	38	220,000	40,000
KNC 9-11	E	10	28	200,000	40,000
Total staff		50	127		

iii. ii) Maternity

STAFF LEVELS	Normal Delivery	Caesarean Section
KNATCOM 1 & above	200,000	250,000
KNATCOM 2 – 11	200,000	250,000

NB: To be maintained for the first and subsequent caesarean

- **iii) Preconditioned**

Cover up to full In-Patient limit for the inpatient cover for pre-existing, newly diagnosed, chronic conditions.

- **iv) Dental**

The cover should cater for non-accidental dental and extractions and any other treatment as advised by dentist

Cover Limit per family
75,000/=

- **v) Optical**

The cover should cater for glasses, frames, replacement of glasses due to damage, breakage or loss, and repair of eyeglasses, and any other treatment as advised by optician. Members are eligible for the above services once every year.

Cover Limit per family
75,000/=

- **vi) Last Expense:**

Kshs. 150,000/= for member, spouse or dependent.

COVID 19 COVERAGE SUMMARY-

Each provider to give a quote based on the TOR to be covered within the outpatient and in-patient limits.

- a) Provide preliminary testing
- b) Management and treatment of covid -19 related symptoms
- c) Suspected contact testing up to a limit of Ksh.50,000 per family
- d) Diagnostic tests for symptomatic cases

- e) Post covid complications, post-Acute sequelae of SARS-CoV-2 infections (PASC)/long covid 19 to be treated as chronic conditions.

Price Schedule Form

The price schedule form must similarly be completed and submitted with the tender.

FOR MEDICAL SCHEME NUMBERS					
No Of Staff	Level	Member	Spouse	Dependents	Family Size Total
1	A	1	0	0	M
Totals Pax		1	0	0	1
2	B	1	1	2	M+3
3		1	1	3	M+4
4		1	0	0	M
Totals Pax		3	2	5	10
5	C	1	0	0	M
6		1	1	1	M+2
7		1	1	4	M+5
8		1	1	1	M+2
9		1	1	1	M+2
10		1	1	2	M+3
11		1	1	5	M+6
12		1	1	0	M+1
13		1	1	4	M+5
14		1	1	5	M+6
15		1	0	1	M+2
16		1	1	2	M+3
17		1	1	1	M+2
18		1	1	3	M+4
19		1	1	2	M+3

20		1	1	1	M+2
21		1	1	2	M+3
22		1	1	0	M+1
23		1	1	1	M+2
24		1	1	0	M+4
Total Pax		20	18	36	74
26	D	1	1	3	M+4
27		1	1	2	M+3
28		1	1	3	M+4
29		1	1	1	M+2
30		1	1	3	M+4
31		1	0	1	M+1
32		1	0	0	M
33		1	0	0	M
34		1	0	0	M
35		1	0	0	M
36		1	1	2	M+3
37		1	1	3	M+4
38		1	1	2	M+3
39		1	1	2	M+3
40		1	1	3	M+4
41		1	1	2	M+3
Total Pax		16	11	27	54
42	E	1	1	3	M+4
43		1	1	2	M+3
44		1	1	4	M+5
45		1	1	3	M+4
46		1	0	0	M
47		1	1	3	M+4
48		1	1	4	M+5
49		1	1	2	M+2

		1	0	0	M
		1	0	0	M
Total Pax		10	7	21	38
Grand Population		50	38	89	177

IN QUOTING MEDICAL INSURANCE PROVIDERS ARE REQUIRED TO COMPLY WITH THE TERMS OF REFERENCE (REQUIREMENTS AND BENEFITS) AS PROVIDED BY THE COMMISSION AND A COUNTER OFFER WILL NOT BE ACCEPTED.

Price Schedule Summary Form

Please summarize the quoted Annual Premiums for Inpatient, Outpatient and other options as per the medical cover requirements.

Price Schedule Form A

No.	Category	Level	Inpatient Premium (Inclusive Of All Taxes And Levies)	Out-Patient Premium Inclusive Of All Taxes And Levies)	Total Premiums
1.	KNC 1	A			
2.	KNC 2-3	B			
	KNC 4-6	C			

3.	KNC 7-8	D			
	KNC 9-11	E			
GRAND TOTAL					

Signature of tenderer _____

Official Rubber Stamp _____

INPATIENT BENEFITS -STAND ALONE					
COVER TYPE PER FAMILY	Category A (Level 1A)	Category B (Level 1B)	Category C (Level 2)	Category D (Level 3)	Category E (Level 4)
	KNC 1	KNC 2-3	KNC 4-6	KNC 7-8	KNC 9-11
Annual Benefits Limit	4,000,000	3,500,000	3,000,000	2,500,000	2,000,000
Bed Type	30,000	30,000	15,000	15,000	15,000
Pre-existing chronic & HIV within IP	4,000,000	3,500,000	3,000,000	2,500,000	2,000,000
Congenital conditions and pre-existing terms within IP	300,000	300,000	300,000	300,000	300,000
Outpatient (Day) surgeries	Cover under applicable limit				
Inpatient dental ailment within IP	150,000	150,000	150,000	150,000	150,000
Inpatient optical ailment within IP (Excluding lasers)	150,000	150,000	150,000	150,000	150,000
Inpatient dental accidents within IP	Cover up to full IP limit				
Inpatient Optical accidents within IP	Cover up to full IP limit				
1 st emergency C-section in a woman's life within IP and related complications	250,000	250,000	250,000	250,000	250,000
Prescribed external appliances (including hearing aids)	300,000	300,000	300,000	300,000	300,000
Pain management	Cover up to full IP limit				
Post hospitalization -Max 3 weeks within IP	Cover up to Kshs. 30,000				
Psychiatric conditions within IP	Cover up to 20%				
Lodger fee age Limit	12 years	12 years	12 years	12 years	12 years
MATERNITY BENEFITS -STAND ALONE					
Normal and deliveries including	200,000	200,000	200,000	200,000	200,000
Normal and deliveries including C-section deliveries (to be applied over and above the normal deliveries allocation where applicable)	250,000	250,000	250,000	250,000	250,000
OUTPATIENT BENEFITS -STAND ALONE					
Annual Benefits Limit	350,000	300,000	250,000	220,000	200,000
Pre-existing, chronic & HIV	Cover up to full OP limit				
KEPI & baby friendly & private vaccinations -for children up to 5years	Cover up to full OP limit				

Counselling upon referral by a general practitioner	Covered				
Pain management	Covered up to full limit				
Private travel vaccinations for employees only	Covered up to 20,000				
Pre-natal. Post-natal services and ultrasounds	Cover up to full OP limit				
Annual general checkup including PSA & Pap smear shared between...	40,000	40,000	40,000	40,000	40,000
DENTAL BENEFITS -STAND ALONE					
Annual Benefit Limit	75,000	75,000	75,000	75,000	75,000
Extraction, filling, scaling, and polishing	Covered up to full dental limit				
OPTICAL BENEFITS STAND ALONE					
Annual Benefit Limit	75,000	75,000	75,000	75,000	75,000
Lenses	Covered up to full optical limit				
Frames Limit once per year	30,000	30,000	30,000	30,000	30,000
LAST EXPENSE -STAND ALONE (Cover type per person)					
Annual Benefit Limit	100,000	100,000	100,000	100,000	100,000
COVID -19					
Limit per family (within the inpatient limit)	300,000	200,000	200,000	200,000	200,000
Covid-19 testing (within the outpatient limit)	30,000	30,000	30,000	30,000	30,000

Stage 1 – Evaluation of the Mandatory Requirements (Preliminary Evaluation)

Tenderers are required to meet the following **MANDATORY REQUIREMENTS** which will be used during Preliminary Examination to determine responsiveness

MANDATORY REQUIREMENT		Yes/No
The underwriter must be registered to provide medical insurance cover with the Insurance Regulatory Authority(IRA)	Evidence to be availed is a valid certified copy of IRA certificate	
Submit copy of valid Tax Compliance Certificate from Kenya Revenue Authority for the underwriter	Evidence to be availed is a certified copy of valid certificate from KRA	
Submit copy of Certificate of Registration/Incorporation from the registrar of companies	Evidence to be availed is the certified copy of certificate from Registrar of Companies	
Submit proof of being in the medical business in the last ten (10) years	IRA Provisional License certificate	
Must submit completed confidential business questionnaire form	Evidence is dully filled confidential business questionnaire form.	
The underwriter must submit membership certificate for the current year from the Association of Kenya Insurers (AKI)	Evidence to be availed is the certified copy of valid certificate from AKI.	
The underwriter must submit a sample policy document for the medical cover	Evidence to be availed is the certified sample policy document.	
Complete form to indicate that the firm has not been debarred from participating in public procurement.	Dully filled form	
Must Submit a copy of current CR12 from the Registrar of Company's	Evidence to be availed is certified copy of current CR12 from Registrar of Company's.	

The bid document must be serialized (paginated) as per the table of content including all Annexes; signed and official rubber stamped; properly bound	Evidence is the Bid must be properly Bound, Paginated/Serialized without any breaks. Certification of copies provided should be certified by a Commissioner of Oaths or by a Court of Law in Kenya	
Submit Bid security of Kshs 300,000 in prescribed format, valid for 150 days form the opening day	Evidence to be availed is a valid tender security	
Must fill the Form of Tender in the format provided in the tender document	Evidence to be availed is a duly filled form	
Must fill the price schedule in the format provided in the tender document for all the proposed covers	Evidence to be availed in a dully filled form and signed	
Submit an Original Bid Document and a Copy of the same	Must submit Two documents marked Original & Copy	
Provide five authenticated letters of recommendation based on contracts that have been serviced in the last three years. In the letter, the contracting manager/organization must give a rating on your performance based on a scale of one (1) being the lowest and ten (10) being the highest	Bidder to provide Five signed recommendation letters for medical cover contracts signed	
Must attach letters of credit with any five of the following hospitals (Nairobi Hospital, Aga Khan Hospital, Mater hospital, Getrude hospital, Karen Hospital, MP shah Hospital) or any other reputable hospital of similar size and scope	Authentic Letters of credit attached	

Submit copies of certified audited accounts for the last 3 years	Submission of Audited Accounts for the last three years beginning with the current year	
Provide Valid Business Permit /license from the County Government of Business residence	Business Permit/License	
Must indicate the Tender Validity period and should be clearly stated at 150 days	Indicated Validity period of 150 days	
OUTCOME		

Only firms meeting the above Mandatory Requirements (Score YES) in all the above items will have their technical proposal subjected to financial evaluation

Technical Evaluation parameters and scores

No	Evaluation Attribute	Weighting Score	Max. Score
T.S.1	Number of years in medical insurance business and demonstrate experience in provision of medical cover with a minimum of not less than 20 Million premium per client	<ul style="list-style-type: none"> • Minimum 10 years in managing medical business. • Provide a license certificate from IRA indicating the year of commencement • 	5

T.S.2	Detailed Company's profile, key personnel details and copies of academic and professional certificates as per (Appendix 3) with CVs of four key staff/ personnel in the medical business as per the format in appendix 4	<ul style="list-style-type: none"> • Company profile (1mark) • CVs of four Key management personnel in medical business (1mark each) 	5
T.S.3	Reference Letters Provide for the last 3 years, at least ten reputable clients five (5) from the public sector and (5) from private sector each with an average accounts value of Kshs.20M in medical business (As per Appendix 5)	Reference letters from <ul style="list-style-type: none"> • 5 Clients from public sector (0.5mark) each. • 5 clients from private sector (1 mark) each. • Account value of Ksh 20M and above for each client (0.5 mark) 	10
T.S.4	Company's physical address	<ul style="list-style-type: none"> • Details of physical address (1mark) • Proof of evidence i.e. copy of title, lease documents, latest utility bill etc. (1mark) • contacts details for branch offices(1mark) 	3
Details of the Cover			
T.S.5	Clearly outline detail of the inpatient cover with due regard to the different cover limits	Provide inpatient cover benefit as per the KNATCOM Schedule provided and proposals indicating any additions or exclusions	10
T.S.6	Clearly outline detail of the outpatient cover with due regard to the different cover limits provided	Provide outpatient cover benefit as per KNATCOM proposals as minimum; indicating any additions or exclusions	10

T.S.7	Clearly outline detail of the dental benefits with due regard to the different cover limits provided	Provide Dental benefit package as per KNATCOM proposals as minimum limit indicating any additions or exclusions	5
T.S.8	Clearly outline detail of the optical benefits with due regard to the different cover limits provided	Provide optical benefit package as per the proposals presented by KNATCOM as minimum limit indicating any additions or exclusions	5
T.S.9	All chronic illnesses, congenital defects, all pre-existing conditions and HIV-Aids related illnesses to be covered 100% within inpatient and outpatient covers respectively	Provide for Flexibility of the cover in administering chronic illnesses including congenital defects, cancer and HIV related cases (1.5 Mark) Any extra care products/programs for cancer and HIV patients outside the cover limits (1.5 Mark)	3
T.S.10	Commencement period for the scheme to take effect	<ul style="list-style-type: none"> • Immediately (1mark) • Waiting period (0 mark) 	1
T.S.11	Age limit for accessing the cover for children and dependants	Provide details taking into considerations of the KNATCOM proposal as minimum limit	1
T.S.12	Provision for medical check-up within the limits provided.	Provide benefit package for general health check-up. Indicate if the benefit is a standalone or within outpatient or inpatient cover(1mark)	1

T.S.13	Provision of hospital accommodation within the three categories provide <ul style="list-style-type: none"> • Executive • Private • Semiprivate wards 	Provide for Hospital accommodation as per KNATCOM minimum limit set for various staff cadres.	2
T.S.14	Accommodation for those Accompanying children below 12 years.	Provide for Hospital lodging of parents/guardians with children aged 12 and below	2
Suitability of the Cover			
T.S.15	Provisions for children vaccines/Immunizations and if the same provides for baby friendly vaccinations covered within the out-patient cover & Private Vaccines	<ul style="list-style-type: none"> • Provide for baby friendly vaccines and immunizations under the outpatient cover (1 mark) • Indicate the age limit for the vaccinations (0.5 mark) • Indicate if the package covers private vaccines (1 Mark) 	2.5
T.S.16	Treatment of gynecological conditions as per KNATCOM requirements and if the Treatment will be covered within the inpatient and outpatient covers limits.	<ul style="list-style-type: none"> • Provide details on the benefits plus any exclusions in the cover (1mark) • Flexibility of handling cases under inpatient or outpatient cover limits(0.5mark) • Cover should provide for cash claims for areas where a patient has a long history with a particular doctor/facility (0.5 Mark) 	2
T.S.17	Declare all exclusions for all the covers. It is emphasized that full disclosures be provided especially on the exclusion clause	Details of exclusions proposed and are within the requirements of the cover	1

T.S.18	<p>Details of the maternity cover within the limits provided for normal delivery and first and subsequent emergency caesarean sections</p> <p>Indicate if pre-natal and post-natal care and any other pregnancy related care is covered within the in-patient/out-patient as applicable.</p>	<p>Minimum is the limits set in the KNATCOM schedule provided. Provide details of the cover on how maternity cases are treated especially on pre and postnatal care(1.5 marks)</p> <p>Flexibility in managing first and subsequent emergency C-sections (1Mark)</p>	2.5
T.S.19	<p>Quality of Service. Indicate turn-a round time, pre - authorization time</p>	<ul style="list-style-type: none"> List of cases that require pre-authorization (0.5mark) pre-authorization period within 30 Mins (1mark) beyond 30 Mins (0.5mark) 	2
Case Management			
T.S.20	<p>Demonstrate how the cover will be administered</p>	<ul style="list-style-type: none"> Inception presentation Draft SLA agreement Health talks/review meetings Quarterly reports on utilization (0.5 marks each) 	2
T.S.21	<p>Provide for admission of new members into the scheme</p>	<p>Duration for admission of new members upon request</p> <p>Immediately (2 marks)</p>	2
T.S.22	<p>Demonstrate that the cover provide procedure for Inclusion of members with chronic illnesses, congenital defects, all pre-existing conditions and</p>	<p>The flexibility of dealing with new cases for staff/dependents with pre-existing conditions including cancer, HIV-Aids and other chronic illnesses</p>	2

T.S 23	Cover to provide for a Procedure to be followed for overseas treatment	Cover to provide for details of overseas treatment for staff who travel out for work and on referrals	2
T.S 24	Cover to provide for last expense	Minimum is the limits set in the KNATCOM schedule provided. Provide details for provisions of the last expense(1mark) Indicate whether it's a standalone cover (0.5 Mark) or charged within the inpatient limit (0.5 Mark) or a rider in the cover(1mark)	2
Network Coverage			
T.S.25	To provide proof of wide area network of covering hospitals, clinics, doctors / specialists, pharmacists etc. across the country.	Provide Panel of service providers across the 47 counties (3marks) Flexibility and procedure of inclusion of other specialists in the panel(1mark)	4
T. S26	Proof of network coverage outside Kenya to take care of cover outside the country on referrals	Cover to provide for network coverage outside the country. At least five referrals (1marks) Less than 5 referrals (1mark)	2
Claims settlement turnaround time			
T.S.27	Procedure for settlement of claims – indicating the claims turnaround time	Give details for turnaround time for settling claims as per KNATCOM requirements. 1week and less(1.5marks) More than 1week (0.5mark)	2
T. S28	Value Addition Services	Indicate Value Addition Services offered by the proposed cover (concessions, wider coverage, dedicated Account Manager, 24 Hour service Availability, SMS to beneficiary mail etc)	5

Financial Suitability			
T.S.29	Bidders to show proof of Liquidity from Audited financial statements for the last three years beginning with the current year	Review capital base of the firm and cases of any losses made in year (2021,2022& 2023). High Profitability ratio-(1.5 mark) High Liquidity Ratio-(1.5mark)	3
T. S30	Demonstrate access to or available liquid assets,un encumbered real assets,lines of credit and other financial means(independent of any contractual advance payments) sufficient to meet the services cash flow of Kenya Shillings	Indicate Proof of financial stability and capability to meet the financial requirements of the cover	1
TOTAL TECHNICAL SCORES			100

NB.

- Cover limits will not take into account any historical benefits
- To be eligible for the Financial Evaluation, a bidder must score 80% at the technical stage.
- KNATCOM may carry out due diligence before award of the tender.

FINANCIAL EVALUATION

The bidder who attains 80% and over in the technical evaluation and whose financial proposal is the lowest shall be awarded the tender to provide the medical insurance cover.

**SECTION IV
TENDERING FORMS**

STANDARD FORMS

FORM OF TENDER

To: The Secretary General/CEO
Kenya National Commission for UNESCO
16th Floor, National Bank Building – Harambee Avenue
P.O. Box 72107– 00200
NAIROBI, KENYA

Tender No.....

Nairobi

Tender for Provision of Comprehensive Staff Medical Cover

Dear Sirs,

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 Bidders, 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 _____ year _____

[Signature]

[In the capacity of]

Duly authorized to sign tender for and on behalf of _____

Price Schedule Form - The price schedule form must similarly be completed and submitted with the tender.

IN QUOTING MEDICAL INSURANCE PROVIDERS ARE REQUIRED TO COMPLY WITH THE TERMS OF REFERENCE (REQUIREMENTS AND BENEFITS) AS PROVIDED BY THE COMMISSION AND A COUNTER OFFER WILL NOT BE ACCEPTED.

Price Schedule Summary Form

Please summarize the quoted Annual Premiums for Inpatient, Outpatient and other options as per the medical cover requirements.

Price Schedule Form A

No.	Category	Level	Inpatient Premium (Inclusive Of All Taxes And Levies)	Out-Patient Premium Inclusive Of All Taxes And Levies)	Total Premiums
1.	KNC 1	A			
2.	KNC 2-3	B			
	KNC 4-6	C			
3.	KNC 7-8	D			

	KNC 9-11	E			
GRAND TOTAL					

Signature of tenderer _____

Official Rubber Stamp _____

Note:

In case of discrepancy between the unit rate and the total premium, the unit rate shall prevail.

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 KNATCOM.

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 KNATCOM.

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 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] (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) KNATCOM's Notification of Award
3. In consideration of the payments to be made by KNATCOM to the tenderer as hereinafter mentioned, the tenderer hereby covenants with KNATCOM to provide the medical cover and to remedy defects therein in conformity in all respects with the provisions of the Contract.
4. KNATCOM 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. Fax Email

Nature of business

Registration Certificate No.

Maximum value of business which you can handle at any one-time Kshs.

Name of your bankers Branch

Part 2(a) – Sole Proprietor:

Your name in full AgeNationality

..... Country of originCitizenship

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

SELF DECLARATION FORM (CORRUPTION)

PUBLIC PROCUREMENT REGULATORY AUTHORITY (PPRA)

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

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

-

1. THAT I am the 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 KNATCOM.

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 KNATCOM)

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

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

.....

(Title) (Signature) (Date)

Bidder's Official Stamp

FORM A2 –DEBARREMENT FORM

Bidders are required to sign the declaration below:

The company is not insolvent, in receivership, bankrupt or in the process of being wound up and is not the subject of legal proceedings relating to the foregoing. The company or its directors have not been debarred from participating in public procurements or ineligible on account of corruption or fraudulent practices. The Products being offered in this tender is not in breach of any laws whatsoever. Finally, the company has the necessary qualifications, capability, experience, resources, equipment and facilities to provide what is being procured in this invitation to tender”

Signed by: _____ Position: _____

Stamped:

Date: _____

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 <KNATCOM> 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 KNATCOM on the Form; or
2. If the tender, having been notified of the acceptance of its tender by KNATCOM 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 KNATCOM up to the above amount upon receipt of its first written demand, without KNATCOM having to substantiate its demand, provided that in its demand KNATCOM 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]

Form of Power of Attorney

(All bidders shall complete this form otherwise; their bids shall be considered non responsive.

We.....(name of bidder) having our offices located in(name of town and Building) duly authorize

..... (Name of person appointed to act for and on behalf of the bidder) to act for and on our behalf on all matters pertaining to the Provision of Group Medical Insurance cover for KNATCOM Staff

Name of Appointed Attorney.....Signature of Appointed Attorney.....

Witnessed by.

1. Name of First Company Director.....
Signature.....

2. Name of Second Company Director.....
Signature..... Company
Seal.....

(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..... (*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/order 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 of20.....

SIGNED Board Secretary

.....

(Title)

.....

(Signature)

.....

(Date)

PART III

CONDITIONS OF CONTRACT AND CONTRACT FORMS

A. General Provisions

1.1 Definitions

Unless the context otherwise requires, the following terms whenever used in this Contract have the following meanings:

- a) "Schedule of Requirements" is the priced and completed list of items of Services to be performed by the Insurance Provider forming part of his Tender;
- b) "Completion Date" means the date of completion of the Services by the Insurance Provider as certified by the Procuring Entity
- c) "Contract" means the Contract signed by the Parties, to which these General Conditions of Contract (GCC) are attached, together with all the documents listed in Clause 1 of such signed Contract;
- d) "Contract Price" means the price to be paid for the performance of the Services, in accordance with Clause 6;
- e) "Procuring Entity" means the Procuring Entity or party who employs the Insurance Provider
- f) "Foreign Currency" means any currency other than the currency of Kenya;
- g) "GCC" means these General Conditions of Contract;
- h) "Government" means the Government of Kenya;
- i) "Local Currency" means Kenya shilling;
- j) "Party" means the Procuring Entity or the Insurance Provider, as the case may be, and "Parties" means both of them;
- k) "Personnel" means persons hired by the Insurance Provider;
- l) "Insurance Provider" is a person or corporate body whose Tender to provide the Services has been accepted by the Procuring Entity;
- m) "Insurance Provider's Tender" means the completed Tendering Document submitted by the Insurance Provider to the Procuring Entity
- n) "SCC" means the Special Conditions of Contract by which the GCC may be

amended or supplemented;

- o) "Services" means the work to be performed by the Insurance Provider pursuant to this Contract, as described in Schedule of Requirements included in the Insurance Provider's Tender.
- p) "Public Procurement Regulatory Authority (PPRA)" shall mean the Government Agency responsible for oversight of public procurement.

1.2 Applicable Law

The Contract shall be interpreted in accordance with the laws of Kenya.

1.3 Language

This Contract has been executed in the English language, which shall be the binding and controlling language for all matters relating to the meaning or interpretation of this Contract.

1.4 Notices

Any notice, request, or consent made pursuant to this Contract shall be in writing and shall be deemed to have been made when delivered in person to an authorized representative of the Party to whom the communication is addressed, or when sent by registered mail, hand delivery, or email to such Party at the address **specified in the SCC.**

1.5 Location

The Services shall be performed at such locations as are specified in Appendix A, in the specifications and, where the location of a particular task is not so specified, at such locations, whether in Kenya or elsewhere, as the Procuring Entity may approve.

1.6 Authorized Representatives

Any action required or permitted to be taken, and any document required or permitted to be executed, under this Contract by the Procuring Entity or the

Insurance Provider may be taken or executed by the officials **specified in the SCC.**

1.7 Inspection and Audit by the PPRA

Pursuant to paragraph 2.2e. of Attachment1 to the General Conditions, the Insurance Provider shall permit and shall cause its subcontractors and sub-consultants to permit, PPRA and/ or persons appointed by PPRA to inspect the Site and/ or the accounts and records relating to the procurement process, selection and/ or contract execution, and to have such accounts and records audited by auditors appointed by PPRA. The Insurance Provider's and its Subcontractors' and sub-consultants' attention is drawn to Sub-Clause 3.10 which provides, inter alia, that acts intended to materially impede the exercise of PPRA's inspection and audit rights constitute a prohibited practice subject to contract termination (as well as to a determination of ineligibility pursuant to PPRA's prevailing sanctions procedures).

1.8 Taxes and Duties, e t c

The Insurance Provider shall pay such taxes, duties, fees, levies and other impositions as may be levied under the Applicable Law, the amount of which is deemed to have been included in the Contract Price.

2 Commencement, Completion, Modification, and Termination of Contract

2.1 Effectiveness of Contract

This Contract shall come in to effect on the date the Contract is signed by both parties or such other later date as may be **stated in the SCC.**

2.2 Duration and Commencement of Services the Commencement date and duration of the insurance cover shall be **specified in the SCC.**

2.3. Modification

Modification of the terms and conditions of this Contract, including any modification of the scope of the Services or of the Contract Price, may only be made by written agreement between the Parties.

2.4 Force Majeure

2.4.1 Definition

For the purposes of this Contract, "Force Majeure" means an event which is beyond the reasonable control of a Party and which makes a Party's performance of its obligations under the Contract impossible or so impractical as to be considered impossible under the circumstances.

2.4.2 No Breach of Contract

The failure of a Party to fulfill any of its obligations under the contract shall not be considered to be a breach of, or default under, this Contract insofar as such inability arises from an event of Force Majeure, provided that the Party affected by such an event (a) has taken all reasonable precautions, due care and reasonable alternative measures in order to carry out the terms and conditions of this Contract, and (b) has informed the other Party as soon as possible about the occurrence of such an event.

2.4.3 Extension of Time

Any period within which a Party shall, pursuant to this Contract, complete any action or task, shall be extended for a period equal to the time during which such Party was unable to perform such action as a result of Force Majeure.

2.4.4 Payments

During the period of their inability to perform the Services as a result of an event of Force Majeure, the Insurance Provider shall be entitled to continue to be paid under the terms of this Contract, as well as to be reimbursed for additional costs

reasonably and necessarily incurred by them during such period for the purposes of the Services and in reactivating the Service after the end of such period.

2.5. Termination

2.5.1 By the Procuring Entity

The Procuring Entity may terminate this Contract, by not less than thirty (30) days' written notice of termination to the Insurance Provider, to be given after the occurrence of any of the events specified in paragraphs (a) through of this Sub-Clause 2.5.1:

- a) If the Insurance Provider does not remedy a failure in the performance of its obligations under the Contract, within thirty (30) days after being notified or within any further period as the Procuring Entity may have subsequently approved in writing;
- b) If the Insurance Provider become insolvent or bankrupt;
- c) if, as the result of Force Majeure, the Insurance Provider is unable to perform a material portion of the Services for a period of not less than sixty (60) days; or
- d) if the Insurance Provider, in the judgment of the Procuring Entity has engaged in Fraud and Corruption, as defined in paragraph 2.2a. of Attachment1 to the GCC, in competing for or in executing the Contract

2.5.2 By the Insurance Provider

The Insurance Provider may terminate this Contract, by not less than thirty (30) days' written notice to the Procuring Entity, such notice to be given after the occurrence of any of the events specified in paragraphs (a) and (b) of this Sub-Clause 2.5.2:

- a) If the Procuring Entity fails to pay any monies due to the Insurance Provider

pursuant to this Contract and not subject to dispute pursuant to Clause 7 within forty-five (45) days after receiving written notice from the Insurance Provider that such payment is overdue; or

- b) if, as the result of Force Majeure, the Insurance Provider is unable to perform a material portion of the Services for a period of not less than sixty (60) days.

2.5.3 Payment upon Termination

Upon termination of this Contract pursuant to Sub-Clauses 2.5.1 or 2.5.2, the Procuring Entity shall make the following payments to the Insurance Provider:

- a) remuneration pursuant to Clause 5 for Services satisfactorily performed prior to the effective date of termination;
- b) except in the case of termination pursuant to paragraphs (a), (b), (d) of Sub-Clause 2.5.1, reimbursement of any reasonable cost incident to the prompt and orderly termination of the Contract.
- c) The Insurance provider shall pay or refund to the Procuring Entity any moneys paid but for which no consume rate services were provided.

3 Obligations of the Insurance Provider

3.1 General

The Insurance Provider shall perform the Services in accordance with the terms of the signed Insurance Policy and the Schedule of Requirements, and carry out its obligations with all due diligence, efficiency, and economy, in accordance with generally accepted professional techniques and practices, and shall observe sound management practices, and employ appropriate advanced technology and safe methods. The Insurance Provider shall always act, in respect of any matter relating to this Contract or to the Services, as faithful adviser to the Procuring Entity, and shall at all times support and safeguard the Procuring Entity's legitimate interests in any dealings with Subcontractors or third parties.

3.2 Conflict of Interests

3.2.1 Insurance Provider Not to Benefit from Commissions and Discounts.

The remuneration of the Insurance Provider pursuant to Clause 6 shall constitute the Insurance Provider's sole remuneration in connection with this Contract or the Services, and the Insurance Provider shall not accept for their own benefit any trade commission, discount, or similar payment in connection with activities pursuant to this Contract or to the Services or in the discharge of their obligations under the Contract, and the Insurance Provider shall use their best efforts to ensure that the Personnel, any Subcontractors, and agents of either of them similarly shall not receive any such additional remuneration.

3.2.2 Insurance Provider and Affiliates Not to be Otherwise Interested in Services other than the insurance Services

The Insurance Provider agree that, during the term of this Contract and after its termination, the Insurance Provider and its affiliates, as well as any Subcontractor and any of its affiliates, shall be disqualified from providing goods, works, or Services (other than the insurance Services and any continuation thereof) for any contingency resulting from or closely related to the Services.

3.2.3 Prohibition of Conflicting Activities

Neither the Insurance Provider nor its Subcontractors nor the Personnel shall engage, either directly or indirectly, in any of the following activities:

- a) During the term of this Contract, any business or professional activities in Kenya which would conflict with the activities as signed to them under this Contract;
- b) during the term of this Contract, neither the Insurance Provider nor their Subcontractors shall hire public employees in active duty or on any type of leave, to perform any activity under this Contract;

- c) after the termination of this Contract, such other activities as may be specified in the SCC.

3.3 Confidentiality

The Insurance Provider, its Subcontractors, and the Personnel of either of them shall not, either during the term or within two (2) years after the expiration of this Contract, disclose any proprietary or confidential information relating to the Project, the Services, this Contract, or the Procuring Entity's business or operations without the prior written consent of the Procuring Entity.

3.4 Reporting Obligations

The Insurance Provider shall submit to the Procuring Entity their reports and documents specified in Appendix B in the form, in the numbers, and within the periods set forth in the said Appendix.

3.5 Documents Prepared by the Insurance Provider to Be the Property of the Procuring Entity.

All reports, and other documents and software submitted by the Insurance Provider in accordance with Sub- Clause 3.4 shall become and remain the property of the Procuring Entity, and the Insurance Provider shall, not later than upon termination or expiration of this Contract, deliver all such documents and software to the Procuring Entity, together with a detailed inventory thereof. The Insurance Provider may retain a copy of such documents and software. Restrictions about the future use of these documents, if any, shall be **specified in the SCC**.

3.6 Liquidated Damages

3.6.1 Payments of Liquidated Damages

The Insurance Provider shall pay liquidated damages to the Procuring Entity at the rate per day **stated in the SCC** for each day that the Insurance Provider fails to pay the agreed compensation costs beyond or later the agreed date when such compensation should be made. The date by when the compensation costs should be made is specified in **the SCC**. The total amount of liquidated damages shall not

exceed the amount **defined in the SCC**. The Procuring Entity may deduct liquidated damages from payments due to the Insurance Provider. Payment of liquidated damages shall not affect the Insurance Provider's liabilities.

3.6.2 Correction for Over-payment

The Procuring Entity shall correct any overpayment of liquidated damages by the Insurance Provider by adjusting the next payment premium or certificate. The Insurance Provider shall be paid interest on the overpayment, calculated from the date of payment to the date of repayment, at the rates specified in Sub-Clause 6.5.

3.7 Performance Security

The Insurance Provider shall be required to provide Performance Security to the Procuring Entity.

3.8 Fraud and Corruption

The Procuring Entity requires compliance with the Government's Anti-Corruption laws and its prevailing sanctions. The Procuring Entity requires the Insurance Provider to disclose any commissions or fees that may have been paid or are to be paid to agents or any other party with respect to the tendering process or execution of the Contract. The information disclosed must include at least the name and address of the agent or other party, the amount and currency, and the purpose of the commission, gratuity or fee.

4 Insurance Provider's Personnel

The Contract shall not obligate the Insurance Provider to provide any specific personnel for carrying out of the Services.

5 Obligations of the Procuring Entity

5.1 Change in the Applicable Law

If, after the date of this Contract, there is any change in the Applicable Law with respect to taxes and duties which increases or decreases the cost of the Services

rendered by the Insurance Provider, then the remuneration and reimbursable expenses otherwise payable to the Insurance Provider under this Contract shall be increased or decreased accordingly by agreement between the Parties, and corresponding adjustments shall be made to the amounts referred to in Sub-Clauses 6.2 (a) or (b), as the case may be.

6. Payments to the Insurance Provider

6.1 Lump-Sum Remuneration

The Insurance Provider's remuneration shall not exceed the Contract Price and shall be a fixed lump-sum. Except as provided in Sub-Clause 5.1, the Contract Price may only be increased above the amounts stated in Sub-Clause 6.2 if the Parties have agreed to additional payments in accordance with Sub-Clauses 2.3 and 6.3.

6.2 Contract Price

The price payable is **set forth in the SCC.**

6.3 Terms and Conditions of Payment

Payments will be made to the Insurance Provider according to the payment schedule **stated in the SCC.**

6.4 Interest on Delayed Payments

If the Procuring Entity has delayed payments beyond thirty (30) days after the due date stated in the SCC, interest shall be paid to the Insurance Provider for each day of delay at the rate stated in **the SCC.**

7. Quality Control

The contract shall not have any quality control modalities as this is not envisaged in the industry

8 Settlement of Disputes

8.1 Amicable Settlement

Any party with dispute against the other party shall give notice to the other party, requesting the party to make

Good the matters of the dispute. The Parties shall attempt to settle the dispute amicably. If the dispute cannot be settled amicably, the complaining party should move to commence arbitration after thirty days from the day on which a notice was given, even if no attempt at an amicable settlement has been made.

8.2 Arbitration if the Insurance Provider is a Kenyan firm

8.2.1 Any claim or dispute between the Parties arising out of or in connection with the Contract not settled amicably in accordance with Sub-Clause 8.1 shall be finally settled by arbitration. Arbitration shall be conducted in accordance with the Arbitration Laws of Kenya.

8.2.1 The arbitrators shall have full power to open up, review all matters relevant to the dispute. Nothing shall disqualify representatives of the Parties from being called as a witness and giving evidence before the arbitrators on any matter whatsoever relevant to the dispute.

8.2.2 Arbitration may be commenced prior to or after completion of the services. The obligations of the Parties shall not be altered by reason of any arbitration being conducted during the progress of the services.

8.2.3 The terms of the remuneration of each or all the members of Arbitration shall be mutually agreed upon by the Parties when agreeing the terms of appointment. Each Party shall be responsible for paying one-half of this remuneration.

8.2.4 In case of any claim or dispute, such claim or dispute shall be notified in writing by either party to the other with a request to submit it to arbitration and to concur in the appointment of an Arbitrator within thirty days of the notice. The

dispute shall be referred to the arbitration and final decision of a person to be agreed between the parties. Failing agreement to concur in the appointment of an Arbitrator, the Arbitrator shall be appointed, on the request of the applying party, by the Chairman or Vice Chairman of any of the following institutions the:

- i) Law Society of Kenya, or
- ii) Chartered Institute of Arbitrators (Kenya Branch), or
- iii) Insurance Institute of Kenya, or
- iv) The Actuarial Society of Kenya.

8.2.5 The institution written to first by the aggrieved party shall take precedence over all other institutions.

8.2.6 The award of such Arbitrator shall be final and binding upon the parties.

8.3 Failure to Comply with Arbitrator's Decision

8.3.1 In the event that a Party fails to comply with a final and binding Arbitrator's decision, then the other Party may, without prejudice to any other right it may have, refer the matter to a competent Court of law.

8.4 Arbitration if the Insurance Provider is a foreign firm

8.4.1 Arbitration proceedings shall be conducted in accordance with the rules of procedure specified in the **SCC**.

SECTION VII

SPECIAL CONDITIONS OF CONTRACT

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

Reference of General Conditions of Contract	Special conditions of contract
3.6 Performance security	10% of the contract sum
3.7 Delivery of Service	For a period of one year, however the contract may be renewed for a further period of one (1) year subject to satisfactory performance
3.8 Payment	As per the contract agreement Payment of premiums shall be made to the underwriting company
3.9 Price adjustment	Contract variations can only occur after 12 months of contract period.
3.18 Notices	The Secretary General Kenya National Commission for UNESCO 16 th Floor, National Bank Building – Harambee Avenue, P.O. 72107 – 00200 NAIROBI, KENYA
3.19 Account Manager	Must have a designated Accounts manager.

APPENDIX TO THE CONTRACT

The Appendix to the contract shall be an **Insurance Policy** that shall provide a description of the Services, compensation procedure and all the contingencies that shall lead to the compensation claim. The Policy is an industry form (the norm) but would be negotiated before signature to ensure all parties concerns are taken into account. No provision or Clause in the Insurance Policy shall negate any Condition of Contract.