



**KENYA INSTITUTE OF MASS COMMUNICATION**  
P.O. Box 42422 - 00100 NAIROBI | Uholo Road, Nairobi South B, off Mombasa Road  
Cell: 0708 262 895 Tel: +254 020 6997000 | Email: [info@kimc.ac.ke](mailto:info@kimc.ac.ke) | Website: [www.kimc.ac.ke](http://www.kimc.ac.ke)

---

## **TENDER NO. KIMC/S/1/2024-2025**

### **TENDER FOR PROVISION OF MEDICAL INSURANCE COVER FOR KIMC BOARD MEMBERS AND STAFF.**

(Bidder to print this entire document, fill in all required information, attach all other required document including the price schedule that should be fully completed and submitted)

**CLOSING DATE 19<sup>th</sup> JUNE 2024 AT 2 .00PM**

The Director,  
Kenya Institute of Mass Communication  
Uholo Road, Nairobi South B, Off Mombasa Road.  
P.O. Box Box 42422-00100 Nairobi  
Tel.020 6997000/0708262895

## SECTION I: INVITATION TO TENDER

Kenya institute of mass Communication invites sealed tenders from eligible **Medical Insurance Underwriters** registered by insurance Regulatory Authority for the provision of staff medical insurance cover for a period of twelve (12) months renewable **ONCE** upon satisfactory performance and approval by the Management as per the terms and conditions in the original contract. as reads in the description here below;

S/N	TENDER NO	TENDER DESCRIPTION	CLOSING DATES AND TIME	ELIGIABILITY
1	KIMC/S/1/2024-2025	Provision of Board and staff medical insurance cover.	19 <sup>th</sup> June 2024 at 2.000Pm	Open

- 1.2 Tendering will be conducted through the Open National Tendering procedures specified in the Public Procurement and Disposal Act, 2015, Public Procurement and Asset Disposal Act Revised Edition 2016 and Public Procurement and Asset Disposal Regulations 2020, and is open to all tenderers as defined in the Regulations.
- 1.3 A complete set of tender documents may be purchased or obtained by interested tenders upon payment of a non-refundable fees of *Kenya Shillings* 1,000 in cash or Banker's Cheque and payable to **Director, Kenya Institute of mass Communication**. Tender documents may be also obtained electronically from the Website(s): [www.kimc.ac.ke](http://www.kimc.ac.ke) or from PPIP Portal: [www.tenders.go.ke](http://www.tenders.go.ke). Tender documents obtained electronically will be free of charge.
- 1.2 Completed tender documents are to be enclosed in plain sealed envelopes marked with tender reference number and be deposited in the Tender Box located at kenya institute of mass communication (KIMC) headquarters Main administration building entrance situated along Uhoho Road, Nairobi South B, Off Mombasa Road.
- 1.3 Prices quoted should be net inclusive of all taxes and delivery must be in Kenya Shillings and shall remain valid for **(120)** days from the closing date of the tender.
- 1.4 All Tenders must be submitted in one (1) original and two (1) copy your document should be submitted well bound and properly page numbered. KIMC shall not be responsible for loss of documents not bound/loose.

**DIRECTOR**

**KENYA INSTITUTE OF  
MASS COMMUNICATION.**

## TABLE OF CONTENTS

SECTION I: INVITATION TO TENDER.....	2
SECTION II - INSTRUCTIONS TO TENDERERS .....	6
2.1 Eligible Tenderers.....	6
2.2 Cost of Tendering .....	6
2.3 Contents Tender Document .....	6
2.4 Clarification of Documents.....	7
2.5 Amendment of Documents .....	7
2.6 Language of Tender .....	8
2.7 Documents Comprising of Tender .....	8
2.8 Form of Tender .....	8
2.9 Tender Prices .....	8
2.10 Tender Currencies.....	9
2.11 Tenderers Eligibility and Qualifications .....	9
2.13 Validity of Tenders .....	10
2.14 Format and Signing of Tender .....	10
2.15 Sealing and Marking of Tenders.....	11
2.16 Deadline for Submission of Tenders.....	11
2.17 Modification and Withdrawal of Tenders.....	11
2.18 Opening of Tenders.....	12
2.19 Clarification of Tenders .....	12
2.20 Preliminary Examination and Responsiveness .....	13
2.21 Conversion to Single Currency .....	13
2.22 Evaluation and Comparison of Tenders.....	13
2.23 Contacting the Procuring entity .....	14
2.24 Post qualification .....	14
2.25 Award Criteria .....	14
2.26 Procuring entity's Right to accept or Reject any or All Tenders .....	15
2.27 Notification of Award.....	15
2.28 Signing of Contract .....	15
2.29 Corrupt or Fraudulent Practices .....	16
CRITERIA OF EVALUATION .....	17

SECTION III - GENERAL CONDITIONS OF CONTRACT .....	22
3.1. Definitions.....	22
3.2. Application.....	22
3.3. Standards.....	22
3.4. Use of Contract Documents and Information .....	23
3.5. Patent Rights .....	23
3.6. Delivery of services and Documents.....	23
3.7. Payment .....	23
3.8. Prices.....	23
3.9. Assignment .....	24
3.11. Termination for Default .....	24
3.12. Termination for Insolvency.....	24
3.13. Termination for Convenience .....	24
3.14. Resolution of Disputes .....	25
3.15. Governing Language.....	25
3.16. Applicable Law .....	25
3.17. Force Majeure .....	25
3.18. Notices .....	25
SECTION IV - SPECIAL CONDITIONS OF CONTRACT .....	26
SECTION V – TERMS OF REFERENCE .....	27
TERMS OF REFERENCE FOR NATIONAL BIOSAFETY AUTHORITY STAFF MEDICAL COVER FOR YEAR 2021-2022 .....	27
Additional Information .....	34
Network Coverage .....	34
Preparation of your proposal.....	35
CLASS OF INSURANCE COVER:.....	35
8. Section F - Methodology/ Design of Services .....	38
Section G - Tender Form and Bill of Services .....	39
FORM OF TENDER .....	41
PRICE SCHEDULE FORM .....	41
<b>CONFIDENTIAL BUSINESS QUESTIONNAIRE FORM .....</b>	<b>42</b>
A. TENDERER'S ELIGIBILITY-CONFIDENTIAL BUSINESS QUESTIONNAIRE .....	42
B. CERTIFICATE OF INDEPENDENT TENDER DETERMINATION .....	46

CONTRACT FORM.....48

LETTER OF NOTIFICATION OF AWARD .....49

SELF-DECLARATION FORMS .....50

SELF DECLARATION THAT THE PERSON/TENDERER IS NOT DEBARRED IN THE MATTER OF THE  
PUBLIC PROCUREMENT AND ASSET DISPOSAL ACT 2015 .....50

SELF DECLARATION THAT THE TENDERER WILL NOT ENGAGE IN ANY CORRUPT OR  
FRAUDULENT PRACTICE.....51

DECLARATION AND COMMITMENT TO THE CODE OF ETHICS .....52

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

### **2.1 Eligible Tenderers**

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

**2.1.2** The procuring entity's employees, committee members, board members and their relatives (spouse and children) are not eligible to participate in the tender unless specially allowed under section 131 of the Act.

**2.1.3** Tenderers shall provide the qualification information statement that the tenderer (including all members of a joint venture and subcontractors) is not associated, or have been associated in the past, directly or indirectly, with a firm or any of its affiliates which have been engaged by the Procuring entity to provide consulting services for the preparation of the design, specifications, and other documents to be used for the procurement of the goods under this Invitation for tenders.

**2.1.4** Tenderers involved in corrupt or fraudulent practices or debarred from participating in public procurement shall not be eligible

### **2.2 Cost of Tendering**

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

**2.2.2** The procuring entity shall allow the tenderer to review the tender document free of charge.

### **2.3 Contents Tender Document**

**2.3.1** The tender document comprises the documents listed below and issued in accordance with clause 2.5 of these instructions to

#### **Tenderers**

1. Invitation to Tender
2. Instructions to tenderers
3. General Conditions of Contract

4. Special Conditions of Contract
5. Schedule of requirements
6. Details of Insurance Cover
7. Form of Tender
8. Price/Premium Schedules
9. Confidential Business Questionnaire
10. Contract Form
12. Insurance Company's Authorization Form
13. Declaration Form
- 14 Letter of Notification

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

## **2.4 Clarification of Documents**

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

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

## **2.5 Amendment of Documents**

**2.5.1** At any time prior to the deadline for submission of tenders, the

Procuring entity, for any reason, whether at its own initiative or in response to a clarification requested by a prospective tenderer, may modify the tender documents by issuing an addendum.

**2.5.2** All prospective candidates that have received and downloaded the tender documents will be notified of the amendment in writing or by post, fax or email and such amendment will be binding on them.

**2.5.3** In order to allow prospective tenderers reasonable time in which to take the amendment into account in preparing their tenders, the Procuring entity, at its discretion, may extend the deadline for the submission of tenders.

## **2.6 Language of Tender**

**2.6.1** The tender prepared by the tenderer, as well as all correspondence and documents relating to the tender exchange by the tenderer and the

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

## **2.7 Documents Comprising of Tender**

**2.7.1** The tender prepared by the tenderers shall comprise the following components

1. A Tender Form and a Price Schedule completed in accordance to the tender documents
2. Documentary evidence established in accordance with paragraph 2.2 that the tenderer is eligible to tender and is qualified to perform the contract if its tender is accepted;
3. Declaration Form

## **2.8 Form of Tender**

**2.8.1** The Tenderer shall complete the Tender form and the appropriate Price Schedule furnished in the Tender documents, indicating the price quoted for the premium

## **2.9 Tender Prices**

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

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



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

**2.9.4** The validity period of the tender shall be 120 days from the date of opening of the tender.

**2.9.5** Underwriters must also observe the Insurance Act and declared rates when quoting for the respective policies as required by the Insurance regulatory Authority

## **2.10 Tender Currencies**

**2.10.1** Prices shall be quoted in Kenya Shillings

## **2.11 Tenderers Eligibility and Qualifications**

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

**2.11.2** The documentary evidence of the tenderer's qualification to perform the contract if its tender is accepted shall establish to procuring entity's satisfaction that the tenderer has the financial and technical capability necessary to perform the contract

## **2.12. Tender Security**

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

**2.12.2** The tender security shall not exceed 2 per cent of the tender price.

**2.12.3** The tender security is required to protect the Procuring entity against the risk of Tenderer's conduct which would warrant the security's forfeiture, pursuant to paragraph 2.12.7

**2.12.4** The tender security shall be denominated in **Kenya Shillings**

- a) Cash.
- b) A bank guarantee.
- c) A guarantee by an insurance company registered and licenced by the Insurance Regulatory Authority
- d) A guarantee issued by a financial institution approved and licensed by the Central Bank of Kenya

**2.12.5** Any tender **not secured** in accordance with paragraph **2.12.1.** And **2.12.3** shall be rejected by the Procuring entity as non-responsive, pursuant to paragraph 2.20.5.

**2.12.6** Unsuccessful Tenderer's tender security will be discharged or returned as promptly as possible as but not later than **thirty (30)** days after the expiration of the period of tender validity.

**2.12.7** The successful Tenderer's tender security will be discharged upon the tenderer signing the contract, pursuant to paragraph 2.29, and furnishing the performance security, pursuant to paragraph 2.30.

**2.12.8** The tender security may be forfeited:

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

## **2.13 Validity of Tenders**

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

**2.13.2** In exceptional circumstances, the Procuring entity may solicit the

Tenderer's consent to an extension of the period of validity. The request and the responses thereto shall be made in writing. A tenderer granting the request will not be required nor permitted to modify its tender.

## **2.14 Format and Signing of Tender**

**2.14.1** The Tenderer shall prepare an original and copy of the tender, clearly marking each -ORIGINAL TENDER and -COPY OF TENDER, as appropriate. In the event of any discrepancy between them, the original shall prevail.

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

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

## 2.15 Sealing and Marking of Tenders

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

**2.15.2** The inner and outer envelopes shall:

(a) Be addressed to the Procuring entity at the address given in the

Invitation to Tender:

(b) Bear, tender number and name in the Invitation for Tenders and the words, “**DO NOT OPEN BEFORE,**” **19<sup>th</sup> June 2024 at 2.00pm.**

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

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

## 2.16 Deadline for Submission of Tenders

**2.16.1** Tenders must be received by the Procuring entity at the address specified under the Tender Notice not later than **19<sup>th</sup> June 2024 at 2.00PM.**

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

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

## 2.17 Modification and Withdrawal of Tenders

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

**2.17.2** The Tenderer’s modification or withdrawal notice shall be prepared, sealed, marked, and dispatched in accordance with the provisions of paragraph 2.15. A withdrawal notice may also be sent by fax or e mail but followed by a signed confirmation copy, postmarked no later than the deadline for submission of tenders.

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

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

## **2.18 Opening of Tenders**

**2.18.1** The Procuring entity will open all tenders in the presence of tenderers' representatives who choose to attend *and, in the location*, specified in the Invitation to Tender. The tenderers' representatives who are present shall sign a register evidencing their attendance.

The tenderers' names, tender modifications or withdrawals, tender prices, discounts and the presence or absence of requisite tender security and such other details as the Procuring entity, at its discretion, may consider appropriate, will be announced at the opening.

**2.18.2** The Procuring entity will prepare minutes of the tender opening, which will be submitted to tenderers that signed the tender opening register and will have made the request.

## **2.19 Clarification of Tenders**

**2.19.1** A Candidate making inquiries of the tender documents may notify the procuring entity by email (**procurement@kimc.ac.ke**). The Procuring entity will respond in writing to any request for clarification of the tender documents, which it receives not later than four (3) days prior to the deadline for the submission of the tenders, prescribed by the procuring entity. Written copies of the Procuring entities of inquiry) will be sent to all candidates who have been confirmed as having received the tender documents.

**2.19.2** To assist in the examination, evaluation and comparison of tenders the

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

**2.19.3** Any effort by the tenderer to influence the Procuring entity in the

Procuring entity's tender evaluation, tender comparison or contract award decisions may result in the rejection of the tenderers' tender.

## **2.20 Preliminary Examination and Responsiveness**

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

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

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

**2.20.4** Prior to the detailed evaluation, pursuant to paragraph 2.20 the

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

**2.20.5** If a tender is not substantially responsive, it will be rejected by the

Procuring entity and may not subsequently be made responsive by the tenderer by correction of the non-conformity.

## **2.21 Conversion to Single Currency**

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

## **2.22 Evaluation and Comparison of Tenders**

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

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

(a) Operational plan proposed in the tender;

**2.22.4** The tender processing committee shall evaluate the tender within 14 days from the date of opening the tender.

## **2.23 Contacting the Procuring entity**

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

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

## **2.24 Post qualification**

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

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

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

## **2.25 Award Criteria**

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

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

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

## **2.26 Procuring entity's Right to accept or Reject any or All Tenders**

**2.26.1** The Procuring entity reserves the right to accept or reject any tender, and to annul the tendering process and reject all tenders at any time prior to contract award, without thereby incurring any liability to the affected tenderer or tenderers or any obligation to inform the affected tenderer or tenderers of the grounds for the Procuring entity's action. If the procuring entity determines that none of the tenders is responsive, the procuring entity shall notify each tenderer who submitted a tender.

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

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

## **2.27 Notification of Award**

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

**2.27.2** The notification of award will constitute the formation of the Contract subject to signing of the contract between the tender and the procuring entity pursuant to clause 2.9. Simultaneously the other tenderers shall be notified that their tenders were not successful.

## **2.28 Signing of Contract**

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

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

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

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

## 2.29 Corrupt or Fraudulent Practices

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

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

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

### TENDER DATA SHHET (TDS)

The following information for the **Procurement of In-patients/Outpatients Medical Insurance Services** shall complement supplement or amend the provisions of the instructions to tenderers. Wherever there is a conflict between the provision 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.

### Instructions to Tenderers

(I) Provisions in the Appendix to instructions to Tenderers

Instruction to tender reference	Particulars of Appendix to instructions to tenderers
2.1	Indicate eligible Tenderers: <b>Only for Underwriting or (Broker) Insurance Companies Licensed by the IRA to transact Medical Insurance Business.</b>
2.1.3	Qualification Information statement: <b>All mandatory requirements MUST be Met</b>
2.2.2	The procuring entity shall allow the tenderer to review the tender document free of charge.
2.12.1	Particulars of tender security if applicable. Tender security <b>Amount of kshs.300,000 /</b> valid for 120 days from the date of tender opening.
2.12.4	Form of Tender Security. The Tender Security shall be in the form of Bank Guarantee from a reputable bank or a Guarantee from an Insurance Company approved by the Public Procurement Regulatory Authority (PPRA).
2.13	Validity of Tenders: <b>Tenders shall remain valid for 120 days after date of Tender Opening</b>
2.15.2 (b)	State day, date and time of tender closing: <b>Wednesday, 19th June, 2024 at 2.00PM</b>
2.16.1	Deadline for submission of Tenders: <b>Wednesday, 19th June, 2024 at 2.00PM</b>
	The tender will submit any questions in writing, to reach the procuring entity not later than 14/06/2024
2.16.3	Bulky tenders that will not fit in the tender box shall be delivered to the Procurement Unit and will be signed for if required.



2.18.1	The Tender opening shall take place at the old catering unit located behind the main administration block near the staff car park.
--------	--

## CRITERIA OF EVALUATION

### PRELIMINARY/MANDATORY EVALUATION CRITERIA

#### A). CONDITIONS TO BE MET BY THE UNDERWRITER/ PROPOSED UNDERWRITER

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

1	The Underwriter Must Submit <b>Current Certified</b> Copies of the Following Documents; <ul style="list-style-type: none"> <li>a) Certificate of Registration/Incorporation.</li> <li>b) Valid Tax Compliance Certificate</li> <li>c) Valid Business Permit</li> <li>d) Valid NSSF Compliance Certificate</li> <li>e) Valid NHIF Compliance Certificate</li> <li>f) Current Valid AKI Membership Certificate and <b>Certified by The Issuing Body</b></li> </ul>
2	The General Underwriter Must Be Licensed to Provide medical insurance cover. Attach Copy of IRA Certificate <b>Certified by The Issuing Body</b>
3	Attach Power of Attorney for The Officer Committing the Bidder. <b>It Should Show Clearly the Original Specimen Signature.</b>
4	Must Submit Tender Security Equivalent of <b>Kshs. 300,000</b> Valid for 120 Days from The Date of Tender Closing in Form of Either of The Following: - <ul style="list-style-type: none"> <li>(A) A Bank Guarantee</li> <li>(B) A Guarantee by an Insurance Company Registered and Licensed by The Insurance Regulatory Authority Listed by The Authority</li> </ul>
5	Must Fill, Sign and Stamp the Form of Tender and Price Schedule in The Format Provided and the following Standard Documents. <ul style="list-style-type: none"> <li>a) Confidential Business Questionnaire</li> <li>b) Certificate of Tender Determination</li> </ul>

	<p>c) SD1 &amp; SD2</p> <p>d) Code of Ethics</p>
6	Valid and Current CR12 <b>Issued not less than the last three (3) months.</b>
7	Reinsurance Arrangement. i) Reinsurance Cover Note for Medical class for the year 2024
8	Hospitals and specialists;  1. List of Hospitals and specialists  2. Undertaking to list any hospital and specialists proposed by <b>Kenya School of Mass Communication</b>
9	The Underwriter Must Submit a Sample Policy Document for The Medical Cover <b>Consistent</b> with The Scope of Requirements Provided in The Tender Document.
10	Five <b>original</b> medical cover completion certificates for <b>principal clients</b> issued within the tender preparation period and addressed to the CEO Kenya School of Mass Communication indicating completion of the service and claims settlement within the year 2023, 2022, 2021. In addition, provide the Award Letters/Renewal Instructions and contracts. <b>NB. Principal clients are clients who are directly contracted to the underwriter. The letters should be original and in the client letter head.</b>
11	Provide Certified Copy of the Audited Accounts for The Years (2022, 2021, 2020) I. They Must be Signed and Certified by the issuing Auditor II. Utilization of Medical class premium should not have negative figures each year for the last three years (2020, 2021, 2022) as per IRA III. Capital adequacy ratio should not be negative each year for the last three years (2020, 2021, 2022), thus no material uncertainty
12	Two Copies of the Tender Documents (Copy and Original) book bound, all Pages Serialized, Stamped and Signed.

**Note Better;**

- The underwriter must meet all the above mandatory conditions before proceeding to technical evaluation.
- The broker proposed underwriter must meet all the above mandatory conditions before proceeding to Mandatory conditions for the broker and technical evaluation.
- One broker, one underwriter. (Broker and underwriter must give one best quote)

- When bidding as an underwriter, should not be proposed by a broker. It will lead to automatic disqualification of both bids.

## PRELIMINARY EVALUATION CRITERIA

### A). CONDITIONS TO BE MET BY THE LICENSED MEDICAL PROVIDERS (MIP) - BROKERS

1	Must provide Tax Compliance Certificate from KRA
2	Must provide Certificate of Registration/Incorporation and Articles of Association
4	Must provide a copy of current license from Insurance Regulatory Authority (IRA) and proof of conducting Medical Business
5	Original and copy of Bid Document must be duly serialized sequentially and stamped on all pages and book bound. The broker to submit one combined document.
6	Attach Power of Attorney for The Officer Committing the Bidder. <b>It Should Show Clearly the Original Specimen Signature.</b>
7	Must Provide current (2024) Association of Insurance Brokers of Kenya (AIBK) membership certificate
8	Must Provide Medical Insurance Provider License (MIP License) from IRA
10	Original undertaking from the proposed underwriter chief executive officer/Principal Officer indicating the final premium price and the reinsurance terms. The letter should be original, signed and stamped and addressed to the CEO Kenya School of Mass Communication in the proposed underwriter official letter head.
11	The broker must provide a copy of CR 12 from registrar of companies <b>not more than 3 months old</b> and provide copies of National IDs and Certificates of Good Conduct for all Directors.
12	Must Submit Tender Security Equivalent of Kshs. 300,000 Valid for 120 Days from The Date of Tender Closing in Form of Either of The Following: -  (A) A Bank Guarantee  (B) A Guarantee by an Insurance Company Registered and Licensed by The Insurance Regulatory Authority Listed by The Authority

	<p>Must Fill, Sign and Stamp the Form of Tender and Price Schedule in The Format Provided and the following Standard Documents.</p> <p>a) Confidential Business Questionnaire  b) Certificate of Tender Determination  c) SD1 &amp; SD2  d) Code of Ethics</p>
18	<p>Five <b>original</b> medical cover completion certificates for <b>principal clients</b> issued within the current tender preparation period addressed to the CEO Kenya School of Mass Communication indicating completion of the service and claims settlement for the year (2023, 2022, 2021). In addition, provide the Award Letters. <b>The letters should be original or certified copies and in the client letter head signed and stamped.</b></p>
19	<p>Five <b>original</b> current medical cover recommendation and reference letters for issued within the current tender preparation period and addressed to the CEO Kenya School of Mass Communication indicating the service performance and claims settlement for the years. <b>The letters should be original and in the client letter head, signed and stamped.</b></p>
20	<p>Hospitals and specialists;</p> <p>3. List of Hospitals and specialists</p> <p>4. Undertaking to list any hospital and specialists proposed by Kenya School of Mass Communication</p>
21	<p>Provide letter of credit worthiness from the Brokers banker addressed to the CEO Kenya School of Mass Communication</p>

**Note Better**

- . Brokers must qualify Mandatory evaluation for Brokers and the Proposed Underwriter to qualify for technical evaluation
- In case the broker become the lowest evaluated bidder, the premium shall be paid directly to the proposed Underwriter.

**TECHNICAL EVALUATION CRITERIA**

- **Technical evaluation is applicable to the underwriter/underwriter proposed by the broker.**

No.	Category	Criteria	Marks	Total
1	Firm's Experience	<b>Current</b> Five (5) <b>Principal</b> medical Clients with Premiums of at Least 20 million Each. Attach Award Letters and Contracts.	2 Marks Per Complete Evidence	10
		Five <b>original</b> recommendation letters for the above clients addressed to the CEO Kenya School of Mass Communication.	3 Marks Per Complete Evidence	15
2	Underwriter Financial Capacity	Gross underwriting premiums performance for the last three years (2022, 2021 & 2020) <b>should not have negative figures as per IRA reports.</b>	7 Marks Per Year	21
		The underwriter capability to settle claims should have Capital Adequacy Ratio ( <b>CAR</b> ) of above 1:1.5 each year for the last three years (2022,2021,2020) as per IRA Guidelines on Key Ratios <b>as per Audited Books of Accounts.</b>	5 marks per year	15
3.	Human Capital	Principal Officer <ul style="list-style-type: none"> <li>• Appointment letter from IRA</li> <li>• Relevant master's degree</li> <li>• Bachelor of commerce (Insurance, Finance, Marketing)/ B.sc. Actuarial Science</li> <li>• Possession of ACII/AIHK/CII/IHK</li> <li>• Valid IHK Membership for the year 2024</li> <li>• Over 5 Years Insurance Experience</li> </ul>	Complete evidence	20
4	Claims	Ten recommendations from hospitals on claim settlement	0.5 marks per letter	5
5	Credit Worthiness	Current and Valid Reference Letter from The Firm's Bankers Addressed to The addressed to the CEO Kenya School of Mass Communication and Issued Within Tendering Period	4 Marks	4
6	Accreditation/Branch Network	Above five branches (10 Marks) Below five branches (3 Marks) Attach county governments business permits	10 Marks	10
				100

## **FINANCIAL EVALUATION**

- a) To qualify for financial evaluation the bidder must score a minimum of 80 points (80%)
- b) The bidder with the lowest evaluated financial proposal will be recommended for the award of the contract.
- c) If there is a tie on the lowest quoted price between two firms, the firm with the highest technical points will be recommended for award.

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

### **3.1. Definitions**

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

-The Contract<sup>||</sup> means the agreement entered into between KIMC and the tenderer, as recorded in the Contract Form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.

-The Contract Price<sup>||</sup> means the price/premium payable to the tenderer under the Contract for the full and proper performance of its contractual obligations

-The Services<sup>||</sup> means services to be provided by the tenderer including any documents, which the tenderer is required to provide to the National Biosafety Authority under the Contract.

-The Procuring entity<sup>||</sup> means the organization procuring the services under this Contract

-The Contractor<sup>||</sup> means the organization or firm providing the services under this Contract.

-GCC<sup>||</sup> means the General Conditions of Contract contained in this section.

-SCC<sup>||</sup> means the Special Conditions of Contract

-Day<sup>||</sup> means calendar day

### **3.2. Application**

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

### **3.3. Standards**

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

### **3.4. Use of Contract Documents and Information**

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

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

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

### **3.5. Patent Rights**

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

### **3.6. Delivery of services and Documents**

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

### **3.7. Payment**

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

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

### **3.8. Prices**

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



### **3.9. Assignment**

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

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

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

If the Contractor fails to provide any or all of the services within the period(s) specified in the Contract, or within any extension thereof granted by the Procuring entity.

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

If the Contract in the judgment of the Procuring entity has engaged in corrupt or fraudulent practices in competing for or in executing the contract

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

### **3.12. Termination for Insolvency**

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

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

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

For the remaining part of the contract after termination the procuring entity may elect to cancel the services and pay to the contractor an agreed amount for partially completed services.

### **3.14 Resolution of Disputes**

The procuring entity and the contractor shall make every effort to resolve amicably by direct informal negotiations and disagreement or disputes arising between them under or in connection with the contract

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

### **3.15. Governing Language**

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

### **3.16. Applicable Law**

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

### **3.17 Force Majeure**

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

### **3.18 Notices**

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

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

## **SECTION IV - SPECIAL CONDITIONS OF CONTRACT**

Bidders must confirm in writing here below that they possess the necessary capacity and capability to perform the contract.

### **CONFIRMATION**

-----

The following documentary evidence in support of the aforesaid must be submitted together with the tender documents:-

Valid copy of certificate of registration duly certified by the relevant authority.

Company profile.

## **SECTION V – TERMS OF REFERENCE**

### **TERMS OF REFERENCE FOR KENYA INSTITUTE OF MASS COMMUNICATION (KIMC) STAFFMEDICAL COVER FOR YEAR 2024-2025**

#### **1.Introduction:**

KIMC seeks to engage an Insurance Underwriting Company or Insurance broker to provide staff in- patient & outpatient Medical Insurance Cover as per the details provided below in fulfillment of its obligations under the Employment Act 2007 that requires every employer to make provision for sufficient medical attention to employees.

#### **2.The Objective**

The purpose of the Tender is to select a Medical Insurance Provider licensed by Insurance Regulatory Authority (IRA) to provide a Medical Insurance Cover for all KIMC staff and council members.

### 3.EXPECTED NUMBER OF STAFF AND COUNCIL MEMEBERS.

The following is a tabulation of the current members and the cover limit against each category.

Job Group	KIMC GRADE	Staff in-post	Inpatient Limit-KSHS	Maternity (within inpatient)-KSHS	Outpatient Limit			
					Medical-KSHS	Optical-KSHS	Dental -KSHS	Last expense-KSHS
<b>A – G</b>	11-13	7	800,000	150,000	70,000	40,000	50,000	100,000
<b>H</b>	10	3	800,000	150,000	70,000	40,000	50,000	100,000
<b>J</b>	9	3	800,000	150,000	70,000	40,000	50,000	100,000
<b>K</b>	8	12	800,000	150,000	70,000	40,000	50,000	100,000
<b>L</b>	7	9	1,100,000	150,000	100,000	40,000	50,000	100,000
<b>M &amp; N</b>	5-6	42	1,500,000	150,000	200,000	40,000	50,000	100,000
<b>P</b>	4	5	1,750,000	150,000	225,000	40,000	50,000	100,000
<b>Q – T</b>	1-3	3	2,500,000	150,000	350,000	40,000	50,000	100,000
<b>Council Members</b>		5	<b>2,000,000</b>	-	<b>100,000</b>			

#### **4.SUMMARY OF BENEFITS AND SCOPE.**

##### **In-Patient Cover**

###### **Hospital Treatment and services**

All necessary medical treatment and services provided as per level of care by or on the order of a physician to a Member or dependant when admitted as a registered patient to a MEDICAL SERVICE PROVIDER accredited hospital.

###### **Day-care services:**

Surgery and other medical services deemed fit by the physician.

###### **Pre-Hospitalization**

Laboratory, X-ray or other necessary medical diagnostic procedures ordered by a physician and which results in a Member being admitted (on the same day the tests are done) as a registered to a hospital for treatment of the specific medical condition diagnosed.

###### **Local Road Ambulance service.**

Ambulance services for transportation and transfer of a sick member or dependant for treatment from a place of incident or facilities where adequate care is not available to the next available accredited hospital or medical facility.

###### **Emergency Air Rescue Services**

Emergency Air Rescue Services will be provided for transportation and transfer of an injured member to a facility where adequate medical care is available.

##### **Out-patient cover**

Necessary medical treatment provided to a member or dependant, as per level of care, who is not registered as in-patient at a hospital and defined as:

###### **General Out-patient Services**

Outpatient services including wellness check-ups provided by or on the order of a clinician/ physician who is licensed as a general practitioner.

### Specialized Out-patient Services

Outpatient services provided by or on the order of a physician who is licensed as a specialist or consultant and to whom a Member has been referred to by a general practitioner/Primary Care clinician where a member was registered.

### Out –patient Laboratory and X-ray services

Laboratory testing, radiographic procedures used to diagnose or treat medical conditions. Such services must be ordered by a clinician/physician and must be covered.

### Out-patient Prescription Drugs

Drugs and medicines, the use of which is restricted to the order of a clinician / physician and prescribed for use of a member according to the guidelines (including the essential drugs list) and the level of care.

### Specialized Services

MEDICAL SERVICE PROVIDER shall cover a member or dependant for Dental, Optical, Pressure Stockings, Root canal, Hearing Aids, Drug and Substance Abuse Rehabilitation Services, Renal, Trauma, Diabetes, Hypertension, MRI, CT- Scan, and Cancer medical care and treatment services.

The total coverage under this section in any one period of insurance shall not exceed the limits specified and the cover shall be available at MEDICAL SERVICE PROVIDER declared and contracted specialized facilities

### Maternity cover

MEDICAL SERVICE PROVIDER shall cover a Member for the proportion of expenses for childbirth, provided the member is admitted in a MEDICAL SERVICE PROVIDER accredited hospital. The benefit shall cover delivery fees, consultation and treatment for both mother and child. Cover shall be within the limits specified

### Optical Cover

A Member shall benefit in the proportion of expenses for the cost of eye glasses and eye testing, and provided that the total coverage under this section in any one period of insurance shall not exceed the limits specified.

### Dental cover

MEDICAL SERVICE PROVIDER shall cover a Member a proportion of expenses for the cost of dental consultation, root canal, fillings, x-rays, extractions including surgical extractions together with anaesthetist's fees, hospital and operating theatre cost.

The total coverage under this section in any one period of insurance shall not exceed the limits specified

### Last Expense

MEDICAL SERVICE PROVIDER shall upon written notification of death of a Member while this cover is in force, pay to the next of kin or such other person or persons as the Client may in writing direct, the amount specified in limits to cater for the funeral expenses within two (2) days and pay also death in service benefit specified in the limits within five (5) days; subject to provision of a duly completed claim Form, original burial permit, Original Death Certificate & Copy of ID or surrender of ID.

### GENERAL EXCLUSIONS

This medical insurance cover shall **exclude** expenses incurred by a member as a result of:

- i. Cosmetic or beauty treatment and / or surgery
- ii. Whitening of teeth, dental crowns procedures and braces
- iii. Elective procedures.
- iv. Massage (except where certified as a necessary part of treatment following an accident or illness).
- v. Any injury, disease or illness arising from procedures specified as exclusions.
- vi. Claims arising from non-accredited health facilities and / or un-authorized referrals.
- vii. Treatment by acupuncturists and herbalists, stays and/or maintenance or treatment received in nature cure clinics or similar establishments or private beds registered within a nursing home, convalescent and or rest homes or 'cures' attached to such establishments
- viii. Any claim for expenses relating to any contingency arising whilst the member is outside the territorial limits of Kenya, but the limitation shall not apply to any member temporarily abroad and requiring emergency treatment for an illness or injury that occurs during the period of travel provided that such period does exceed six weeks in any one visit. Travel and accommodation costs shall not be covered.
- ix. All other Vaccines except KEPI vaccines, Rota virus vaccine, Anti - rabies, Anti -Snake venom and yellow fever vaccine (Medical Cover service provider to liaise with the Ministry of Health and County Governments in the provision of the vaccines).

### Eligibility

An eligible beneficiary shall be any person who is:

- i. An employee of Kenya Institute of Mass Communication
- ii. A spouse declared by the principal member



- iii. The child or dependant, stepchild or legally adopted child of 0 to 21 years of age and/ or to 25 years if in full time formal education
- iv. Dependent Children with disability wholly dependent on principal member and are registered with the National Council for persons with disability will have no age limit.
- v. A board member of Kenya Institute of Mass Communication Council

## Network Coverage

All eligible beneficiaries shall be served in accredited medical facilities spread across the country or any medical facility approved on case by case basis outside the country.

## SALIENT FEATURES

- i. Employees actively in service as per list provided by the employer are eligible for cover. **The contract covers the principal member, spouse and five children (M+6).**
- ii. The principal members eligible for the cover are employees of Kenya Institute of Mass Communication.
- iii. Dependent children are eligible for cover from **0 month** of age up till the age of **21 years** or to the age of **25 years** and enrolled in full-time education.
- iv. Medical cover commences immediately upon registration and payment of full premium.
- v. Claims related to expenses arising whilst the Member is temporarily abroad and requiring emergency treatment for an illness or injury that occurs during the period of travel provided that such period **does not exceed six weeks** in any one visit will be covered. **Travel and accommodation costs are not covered.**
- vi. Treatment costs arising from a condition that warrants treatment overseas because the treatment is not available in Kenya will be covered subject to preauthorization from MEDICAL SERVICE PROVIDER.
- vii. Additional dependants (children) - A member will add dependent child(ren) at an additional premium.
- viii. Dependants of a deceased member continue to access benefits until the end of policy period subject to payment of statutory premium for the remainder of the cover period.
- ix. Medical check-ups shall be allowed once a year for a Member and declared spouse.
- x. The out-patient Dental cover provides for cost of fillings, x-rays, dentures, orthodontics, root canal, extractions including surgical extraction together with anaesthetics fees up to a maximum of **Kshs 50,000** on family shared basis.

- xi. The out-patient Optical cover provides for the cost of eyeglasses and eye testing up to a maximum of **Kshs 40,000** on family shared basis. Frames and prescription lenses will only be issued once every two years. Frames are up to a limit of **Kshs 7,500** every two years within the optical limit.
- xii. Dental and optical hospitalization resulting from an accident will each be covered within the inpatient limit.
- xiii. The inpatient optical and dental treatment for illness necessitating to hospitalization (apart from laser eye surgery) will be covered within the inpatient limit.
- xiv. The waiting period for new members will be set as zero (0) days. Cover commences immediately upon registration and payment of premium into the scheme.
- xv. The emergency caesarean section will be covered within the inpatient limit.

**5.PRICE SCHEDULE FORM**

1	2	3	4	5	6
No of item to be insured	Brief description of item to be insured	Insurance period	Insurance Premium per annum (Tender Price)	Price discount (if any)	Total Tender Price for Insurance Service per annum
No1	Outpatient Medical Cover	2024/2025 Fy			
No 2	Inpatient (maternity)medical Cover	2024/2025 Fy			
No 3	Dental medical cover	2024/2025 Fy			
No 4	Optical medical Cover	2024/2025 Fy			
No.5	Last expense cover	2024/2025 Fy			
	<b>Totals kshs</b>				

Total Tender sum (in words).....

Name of Tenderer .....*[insert complete name of Tenderer]*

Signature of Tenderer..... *[signature of person signing the Tender]*

Date..... *[insert date]*

**6.COUNTY LOCATIONS WHERE SERVICE PROVIDER PROVIDES THE SERVICES.**

The bidders are required to complete the matrix below (Schedule I) which shall be the basis for evaluation criteria and attach list of the service providers indicating the names, specialty and County location as an annex variable in this tablet.

	<b>Location in Kenya (47 -County)</b>	<b><u>No. of Hospitals</u></b>	<b><u>No. of Chemists</u></b>	<b><u>No. of General Practitioners</u></b>	<b><u>No. of Specialist</u></b>	<b><u>No of Labs and X-Ray</u></b>
1	Baringo					
2	Bomet					
3	Bungoma					
4	Busia					
5	Elgeyo Marakwet					
6	Embu					
7	Garissa					
8	Homa Bay					
9	Isiolo					
10	Kajiado					

11	Kakamega					
12	Kericho					
13	Kiambu					
14	Kilifi					
15	Kirinyaga					
16	Kisii					
17	Narok					
18	Nyamira					
19	Nyandarua					
20	Nyeri					
21	Samburu					
22	Siaya					
23	Taita Taveta					
24	Tana River					
25	Tharaka- Nithi					
26	Trans Nzoia					
27	Turkana					
28	Uasin Gishu					
29	Vihiga					
30	Wajir					
31	West Pokot					
32	Kisumu					
33	Kitui					
34	Kwale					
35	Laikipia					
36	Lamu					
37	Machakos					
38	Makueni					
39	Mandera					
40	Marsabit					
41	Meru					
42	Migori					
43	Mombasa					
44	Murang'a					
45	Nairobi					
46	Nakuru					
47	Nandi					



## **DURATION OF THE CONTRACT**

The successful Medical Insurance Provider shall enter into a one (1) year contract which may be renewed for one (1) year subject to satisfactory performance as per the terms and conditions in the Original Contract and upon grant of approval by Management.

## 5.1 Outpatient Cover

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

- ❖ Routine outpatient treatment including consultations (GPs and Specialists, laboratory and radiology services)
- ❖ Physiotherapy treatment
- ❖ Diagnostic X-Ray and Laboratory Tests, Radiology X-ray, ultrasound, EEG, ECG and computerized Tomography, MRI scans, Radiology, chemotherapy, radiotherapy, Oncology tests and other services
- ❖ Prescribed drugs/medicines.
- ❖ PSA test (prostate antigen test) for male employees and spouses and one papsmear test and a mammogram for female employees and spouses per annum
- ❖ Prescribed Physiotherapy
- ❖ Dental Services
- ❖ Optical services (Frames, lenses (on ophthalmologist prescription only), contact lenses, bi-focal lenses, Visual examination.
- ❖ Referrals to Specialists (Pediatricians, Obstetricians, gynecologists, lactation specialists, neonatologists, orthopedic doctors, dermatologists, E.N.T. doctor's e.t.c.)
- ❖ Counseling services. (Psychologist, Psychiatrist and Psychiatric treatment)
- ❖ Travel Vaccines covered for children and employees whenever required.
- ❖ KEPI and baby friendly Baby vaccinations for babies from Birth to 5 years
- ❖ Maternity services i.e. Anti and Post Natal
- ❖ Family planning & fertility tests
- ❖ Dental and optical hospitalization resulting from an accident will each be covered within the inpatient limits
- ❖ Impotence drugs
- ❖ Diagnostic equipment (e.g. Glucometers, BP Machines etc.) and hearing aids.
- ❖ Circumcision
- ❖ Comprehensive Baby vaccinations (No vaccine exclusions)
- ❖ PSA test (prostate antigen test) for male employees and dependents and one papsmear test and a mammogram for female employees and spouses per annum at the available credit facilities
- ❖ HIV/AIDS cover (Voluntary counseling and testing and other related treatments)
- ❖ Chiropractor upon referral & approval
- ❖ Health Education (wellness programmers)
- ❖ Hearing aids
- ❖ Postnatal care

### **Special clauses required**

- i. Apart from the doctors in the panels provided by the hospitals, the cover should allow members to consult doctors/specialist of their choice and have them incorporated to providers list.
- ii. Caesarian procedures up to (within in-patient limit).
- iii. HIV/AIDS- treatment of opportunistic conditions including Anti-retroviral therapy.
- iv. No waiting period for new born babies and new staff members upon notification to the Medical Insurance Provider.
- v. Cover for Pre-existing/Declared Conditions and Newly diagnosed chronic.



## 7.ADDITIONAL INFORMATION

### **Requirements of Medical Scheme Cover:**

The bidder is expected to provide the following: -

- Full details of what the cover provides
- Eligible expenses included in the in-patient cover
- Eligible expenses included in the out-patient cover
- Full details of cover exclusions i.e. give specific details of each excluded condition
- Dependents eligibility
- Maternal Cover per family for Normal and Caesarian
- Hospital accommodation- who qualifies for private or general.
- Optical and Dental covers

**❖ 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.**

### **Network Coverage**

The bidder should provide the following information: -

- a) Full details of network coverage extensiveness, Service Providers (e.g Hospitals &Doctors and their spread across the country where Insurance Company is represented considering that KIMC Staff frequently travel within the country on Official duties and

- dependents do not necessarily stay with the employees and may be residing up country.
- b) Full details of the medical cover outside Kenya considering that Staff frequently travels out of the country on official duties.
  - c) Full details of exclusions that are applicable to (a) and (b)

### **Preparation of your proposal**

Give detailed report on how the service provider intends to address the following issues/procedures: -

- a) A detailed description on how the cover will be administered
- b) Admission of members into the cover
- c) Admission of members with pre-existing conditions into the cover
- d) Admission of members with HIV/AIDs related cases to the cover
- e) Admission of members with congenital conditions into the cover
- f) Procedure to be followed for overseas service provision under the cover
- g) Where a member has a doctor already providing a continuing medical service who may not be in the provider's panel
- h) Procedure to be followed to claim last expense



## Section F - Methodology/ Design of Services

### 8.1 Administration of the Scheme

(i) In addition to the Service Provider's core values, KIMC 's core values shall be upheld and adhered to by the bidders at all times. They are:

- (a) Integrity
- (b) Professionalism
- (c) Team Spirit
- (d) Safety Culture

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

### 8.2 Member/Employee Identification

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

### 8.3 Employee/Beneficiary Data Management

The Bidder shall be expected to liaise with KIMC on matters regarding Employee Data updates.

The Bidder shall therefore be required to provide a procedure for the maintenance of Employee/Beneficiary records

### 8.4 List of Service Providers

The Bidder shall be required to provide a comprehensive list of all the Hospitals, Clinics, Doctors, Specialists, Pharmacies and Chemists in their panel.

The Bidder shall however not limit beneficiaries to their panel only.

The Bidder shall take on the Medical Service Providers already on the KIMC panel.

### 8.5 Scheme Reports

The Bidder shall be required to provide to KIMC

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

### 8.6 Additional Information

The Bidder shall be free to submit any additional information regarding their services over and above the services listed in the document. However, the company shall reserve the right to accept or reject in full or partially such proposals

## Section G - Tender Form and Bill of Services

### SECTION VI - STANDARD FORMS

#### Notes on the standard Forms

1. **Form of TENDER** - The form of Tender must be completed by the tenderer and submitted with the tender documents. It must also be duly signed by duly authorized representatives of the tenderer.
2. **Price Schedule Form** - The price schedule form must similarly be completed and submitted with the tender.
3. **Contract Form** - The contract form shall not be completed by the tenderer at the time of submitting the tender. The contract form shall be completed after contract award and should incorporate the accepted contract price.
4. **Confidential Business Questionnaire Form** - This form must be completed by the tenderer and submitted with the tender documents.
5. **Letter of Notification of Award** – this is to be issued to the successful bidder either in the form included hereinafter or in another format acceptable to the procuring entity.
6. **Summary of Premium/Price Schedule-** detailed price schedule Bidders to enter their bids in this document and ensure it include all levies, taxes etc.

**FORM OF TENDER**

To:  
**Chief Executive Officer,  
National Biosafety Authority**

Date.....

Gentlemen and/or Ladies:-

1. Having examined the Tender documents including, 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/Premium 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 ..... 120 days from the date fixed for Tender opening of the Instructions to Tenderers, and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

4. This Tender, together with your written acceptance thereof and your notification of award, shall constitute a Contract between us subject to the signing of the contract by both parties.

5. We understand that you are not bound to accept the lowest or any tender you may receive.

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 2021

\_\_\_\_\_  
[Signature]

\_\_\_\_\_  
[In the capacity of]

Duly authorized to sign tender for and on behalf of \_\_\_\_\_

# KENYA INSTITUTE OF MASS COMMUNICATION

## CONFIDENTIAL BUSINESS QUESTIONNAIRE FORM

### A. TENDERER'S ELIGIBILITY-CONFIDENTIAL BUSINESS QUESTIONNAIRE

#### *Instruction to Tenderer*

Tender is instructed to complete the particulars required in this Form, *one form for each entity if Tender is a JV*. Tenderer is further reminded that it is an offence to give false information on this Form.

#### a) *Tenderer's details*

	ITEM	DESCRIPTION
1	Name of the Procuring Entity	
2	Reference Number of the Tender	
3	Date and Time of Tender Opening	
4	Name of the Tenderer	
5	Full Address and Contact Details of the Tenderer.	1. Country 2. City 3. Location 4. Building 5. Floor 6. Postal Address 7. Name and email of contact person.
6	Current Trade License Registration Number and Expiring date	
7	Name, country and full address ( <i>postal and physical addresses, email, and telephone number</i> ) of Registering Body/Agency	
8	Description of Nature of Business	
9	Maximum value of business which the Tenderer handles.	
10	If a Kenyan tenderer, he/she has provided a current tax clearance certificate or tax exemption certificate issued by the the Kenya Revenue Authority.	
11	Company exchange, give name and full address ( <i>postal and physical addresses, email, and telephone number</i> ) of state which stock exchange	

**General and Specific Details**

(b) **Sole Proprietor**, provide the following details.

Name in full \_\_\_\_\_ Age \_\_\_\_\_

Nationality \_\_\_\_\_ Country of Origin \_\_\_\_\_

Citizenship \_\_\_\_\_

(c) **Partnership**, provide the following details.

	Names of Partners	Nationality	Citizenship	% owned	Shares
1					
2					
3					

(d) **Registered Company**, provide the following details.

- i) Private or public Company.....
- ii) State the nominal and issued capital of the Company.....  
 Nominal Kenya Shillings (Equivalent).....  
 Issued Kenya Shillings (Equivalent).....
- iii) Give details of Directors as follows.

	Names of Director	Nationality	Citizenship	% Shares owned
1				
2				
3				

(e) **DISCLOSURE OF INTEREST**-Interest of the Firm in the Procuring Entity.

- i) Are there any person/persons in... (Name of Procuring Entity) who has/ have an interest or relationship in this firm? Yes/No.....

If yes, provide details as follows.

	Names of Person	Designation in the Procuring Entity	Interest or Relationship with Tenderer
1			
2			
3			



f) **DISCLOSURE OF INTEREST**-Interest of the Firm in the Procuring Entity.

i) Are there any person/persons in... (Name of Procuring Entity) who has/ have an interest or relationship in this firm? Yes/No.....

If yes, provide details as follows.

	<b>Names of Person</b>	<b>Designation in the Procuring Entity</b>	<b>Interest or Relationship with Tenderer</b>
1			
2			
3			

ii) **Conflict of interest disclosure**

	Type of Conflict	Disclosure YES/NO	If YES provide details of the relationship with Tenderer
1	Tenderer is directly or indirectly controls, is controlled by or is under common control with another tenderer.		
2	Tenderer receives or has received any direct or indirect subsidy from another tenderer.		
3	Tenderer has the same legal representative as another tenderer		
4	Tender 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 the Procuring Entity regarding this tendering process.		
5	Any of the Tenderer's affiliates participated as a consultant in the preparation of the design or technical specifications of the works that are the subject of the tender.		
6	Tenderer would be providing goods, works, non-consulting services or consulting services during implementation of the contract specified in this Tender Document.		
7	Tenderer has a close business or family relationship with a professional staff of the Procuring Entity who are directly or indirectly involved in the preparation of the Tender document or specifications of the Contract, and/or the Tender evaluation process of such contract.		
8	Tenderer has a close business or family relationship with a professional staff of the Procuring Entity who would be involved in the implementation or supervision of the such Contract.		
9	Has the conflict stemming from such relationship stated in item 7 and 8 above been resolved in a manner acceptable to the Procuring Entity throughout the tendering process and execution of the Contract.		

g) *Certification*

*On behalf of the Tenderer, I certify that the information given above is complete, current and accurate as at the date of submission.*

Full Name \_\_\_\_\_ Title or Designation \_\_\_\_\_

Signature \_\_\_\_\_ Date \_\_\_\_\_

**B. CERTIFICATE OF INDEPENDENT TENDER DETERMINATION**

I, the undersigned, in submitting the accompanying Letter of Tender to the \_\_\_\_\_ [Name of Procuring Entity] for: \_\_\_\_\_ [Name and number of tender] in response to the request for tenders made by: \_\_\_\_\_ [Name of Tenderer] do hereby make the following statements that I certify to be true and complete in every respect:

I certify, on behalf of \_\_\_\_\_ [Name of Tenderer] that:

1. I have read and I understand the contents of this Certificate;
2. I understand that the Tender will be disqualified if this Certificate is found not to be true and complete in every respect;
3. I am the authorized representative of the Tenderer with authority to sign this Certificate, and to submit the Tender on behalf of the Tenderer;
4. For the purposes of this Certificate and the Tender, I understand that the word –competitor shall include any individual or organization, other than the Tenderer, whether or not affiliated with the Tenderer, who:
  - a) Has been requested to submit a Tender in response to this request for tenders;
  - b) could potentially submit a tender in response to this request for tenders, based on their qualifications, abilities or experience;
5. The Tenderer discloses that [check one of the following, as applicable]:
  - a) The Tenderer has arrived at the Tender independently from, and without consultation, communication, agreement or arrangement with, any competitor;
  - b) The Tenderer has entered into consultations, communications, agreements or arrangements with one or more competitors regarding this request for tenders, and the Tenderer discloses, in the attached document (s), complete details thereof, including the names of the competitors and the nature of, and reasons for, such consultations, communications, agreements or arrangements;
6. In particular, without limiting the generality of paragraphs (5)(a) or (5)(b) above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
  - a) prices;
  - b) methods, factors or formulas used to calculate prices;
  - c) the intention or decision to submit, or not to submit, a tender; or
  - d) the submission of a tender which does not meet the specifications of the request for Tenders; except as specifically disclosed pursuant to paragraph (5)(b) above;

7. In addition, there has been no consultation, communication, agreement or arrangement with any competitor regarding the quality, quantity, specifications or delivery particulars of the works or services to which this request for tenders relates, except as specifically authorized by the procuring authority or as specifically disclosed pursuant to paragraph (5)(b) above;
8. The terms of the Tender have not been, and will not be, knowingly disclosed by the Tenderer, directly or indirectly, to any competitor, prior to the date and time of the official tender opening, or of the awarding of the Contract, whichever comes first, unless otherwise required by law or as specifically disclosed pursuant to paragraph (5)(b) above.

Name \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

\_\_\_\_\_  
*[Name, title and signature of authorized agent of Tenderer and Date]*

## CONTRACT FORM

*(The contract form shall not be completed by the tenderer at the time of submitting the tender.*

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 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 WITNESSETH 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:

1. the Tender Form and the Price Schedule submitted by the tenderer;
2. the Schedule of Requirements
3. the Details of cover
4. the General Conditions of Contract
5. the Special Conditions of Contract; and
6. the Procuring entity's Notification of Award

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

4. The Procuring entity hereby covenants to pay the tenderer in consideration of the provision of the services and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the contract at the times and in the manner prescribed by the contract.

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

Signed, sealed, delivered by \_\_\_\_\_ the \_\_\_\_\_ (for the Procuring entity)

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

**LETTER OF NOTIFICATION OF AWARD**

Address of Procuring Entity

\_\_\_\_\_

To:

RE: Tender No.

Tender Name

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

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

*(FULL PARTICULARS)*

.....

SIGNED FOR ACCOUNTING OFFICER

**SELF-DECLARATION FORMS**

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

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

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

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

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

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

Bidder Official Stamp

FORM SD2

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

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

1. THAT I am the Chief Executive/Managing Director/Principal Officer/  
Director of.....  
.....(*insert name of the Company*) who is a Bidder in respect  
of **Tender No.**

..... for ..... (*insert tender title/description*) for  
..... (*insert name of the Procuring entity*) and duly authorized and  
competent to make this statement.

2. THAT the aforesaid Bidder, its servants and/or agents /subcontractors will  
not engage in any corrupt or fraudulent practice and has not been requested  
to pay any inducement to any member of the Board, Management, Staff  
and /or employees and /or agents of (*insert name of the  
Procuring entity*) which is the  
procuring entity.

3. THAT the aforesaid Bidder, its servants and/or agents /subcontractors have  
not offered any inducement to any member of the Board, Management,  
Staff and /or employees and /or agents of (*name of the  
procuring entity*).

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

5. THAT what is dep one d to here in above is true to the best of my knowledge  
information and belief.

.....



(Title)

(Signature)

(Date)

Bidder's Official Stamp

**DECLARATION AND COMMITMENT TO THE CODE OF ETHICS**

I, .....(person) on behalf of (*Name of the Business/*

*Company/ Firm*).....declare that I have read and fully understood the contents of the Public Procurement & Asset Disposal Act, 2015, Regulations and the Code of Ethics for persons participating in Public Procurement and Asset Disposal and my responsibilities under the Code.

I do hereby commit to abide by the provisions of the Code of Ethics for persons participating in Public Procurement and Asset Disposal.

Name of Authorized signatory.....

Sign.....

Position.....

Office address..... Telephone.....

E-mail.....

Name of the Firm/Company.....

Date.....

**(Company Seal/ Rubber Stamp where applicable)**

Witness Name

.....

Sign.....

Date.....

#### **D. APPENDIX 1-FRAUD AND CORRUPTION**

##### 1. Purpose

The Government of Kenya's Anti-Corruption and Economic Crime laws and their sanction's policies and procedures, Public Procurement and Asset Disposal Act (no. 33 of 2015) and its Regulation, and any other Kenya's Acts or Regulations related to Fraud and Corruption, and similar offences, shall apply with respect to Public Procurement Processes and Contracts that are governed by the laws of Kenya.

##### 2. Requirements

The Government of Kenya requires that all parties including Procuring Entities, Tenderers, (applicants/proposers), Consultants, Contractors and Suppliers; any Sub-contractors, Sub-consultants, Service providers or Suppliers; any Agents(whether declared or not); and any of their Personnel, involved and engaged in procurement under Kenya's Laws and Regulation, observe the highest standard of ethics during the procurement process, selection and contract execution of all contracts, and refrain from Fraud and Corruption and fully comply with Kenya's laws and Regulations as per paragraphs 1.1 above.

Kenya's public procurement and asset disposal act (no. 33 of 2015) under Section 66 describes rules to be followed and actions to be taken in dealing with Corrupt, Coercive, Obstructive, Collusive or Fraudulent practices, and Conflicts of Interest in procurement including consequences for offences committed. A few of the provisions noted below highlight Kenya's policy of no tolerance for such practices and behavior:

- i) A person to whom this Act applies shall not be involved in any corrupt, coercive, obstructive, collusive or fraudulent practice; or conflicts of interest in any procurement or asset disposal proceeding;
- ii) A person referred to under subsection (1) who contravenes the provisions of that sub-section commits an offence;
- iii) Without limiting the generality of the subsection (1) and (2), the person shall be: -
  - a) Disqualified from entering into a contract for a procurement or asset disposal proceeding; or
  - b) if a contract has already been entered into with the person, the contract shall be voidable;
- iv) The voiding of a contract by the procuring entity under subsection (7) does not limit any legal remedy the procuring entity may have;
- v) An employee or agent of the procuring entity or a member of the Board or committee of the procuring entity who has a conflict of interest with respect to a procurement—
  - a) Shall not take part in the procurement proceedings;

b) shall not, after a procurement contract has been entered into, take part in any decision relating to the procurement or contract; and

c) shall not be a subcontractor for the tenderer to whom was awarded contract, or a member of the group of tenderers of whom the contract was awarded, but the subcontractor appointed shall meet all the requirements of this Act.

vi) An employee, agent or member described in subsection (1) who refrains from doing anything prohibited under that subsection, but for that subsection, would have been within his or her duties shall disclose the conflict of interest to the procuring entity;

vii) If a person contravenes subsection (1) with respect to a conflict of interest described in subsection (5)(a) and the contract is awarded to the person or his relative or to another person in whom one of them had a direct or indirect pecuniary interest, the contract shall be terminated and all costs incurred by the public entity shall be made good by the awarding officer. Etc.

Incompliance with Kenya's laws, regulations and policies mentioned above, the Procuring Entity:

a) Defines broadly, for the purposes of the above provisions, the terms set forth below as follows:

i) —corrupt practice<sup>1</sup> is the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party;

ii) —fraudulent practice<sup>1</sup> is any act or omission, including misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain financial or other benefit or to avoid an obligation;

iii) —collusive practice<sup>1</sup> is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party;

iv) —coercive practice<sup>1</sup> is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party;

v) —obstructive practice<sup>1</sup> is:

- Deliberately destroying, falsifying, altering, or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede investigation by Public Procurement Regulatory Authority (PPRA) or any other appropriate authority appointed by Government of Kenya into allegations of a corrupt, fraudulent, coercive, or collusive practice; and/ or threatening, harassing, or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation; or

- acts intended to materially impede the exercise of the PPRA's or the appointed authority's inspection and audit rights provided for under paragraph 2.3e. below.

b) Defines more specifically, in accordance with the above procurement Act provisions set forth for fraudulent and collusive practices as follows:

"fraudulent practice" includes a misrepresentation of fact in order to influence a procurement or disposal process or the exercise of a contract to the detriment of the procuring entity or the tenderer or the contractor, and includes collusive practices amongst tenderers prior to or after tender submission designed to establish tender prices at artificial non-competitive levels and to deprive the procuring entity of the benefits of free and open competition.

c) Rejects a proposal for award<sup>1</sup> of a contract if PPR A determines that the firm or individual recommended for award, any of its personnel, or its agents, or its sub-consultants, sub-contractors, service providers, suppliers and/ or their employees, has, directly or indirectly, engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices in competing for the contract in question;

d) Pursuant to the Kenya's above stated Acts and Regulations, may sanction or debar or recommend to appropriate authority (I e s) for sanctioning and debarment of a firm or individual, as applicable under the Acts and Regulations;

e) Requires that a clause be included in Tender documents and Request for Proposal documents requiring (i) Tenderers (applicants/proposers), Consultants, Contractors, and Suppliers, and their Sub-contractors, Sub- consultants, Service providers, Suppliers, Agents personnel, permit the PPRA or any other appropriate authority appointed by Government of Kenya to inspect<sup>2</sup> all accounts, records and other documents relating to the procurement process, selection and/or contract execution, and to have them audited by auditors appointed by the PPRA or any other appropriate authority appointed by Government of Kenya; and

f) Pursuant to Section 62 of the above Act, requires Applicants/Tenderers to submit along with their Applications/Tenders/Proposals a —Self-Declaration Form<sup>1</sup> as included in the procurement document declaring that they and all parties involved in the procurement process and contract execution have not engaged/will not engage in any corrupt or fraudulent practices.

<sup>1</sup> For the avoidance of doubt, a party's ineligibility to be awarded a contract shall include, without limitation, (i) applying for pre-qualification, expressing interest in a consultancy, and tendering, either directly or as a nominated sub-contractor, nominated consultant, nominated manufacturer or supplier, or nominated service provider, in respect of such contract, and (ii) entering into an addendum or amendment introducing a material modification to any existing contract.

<sup>2</sup> Inspections in this context usually are investigative (i.e., forensic) in nature. They involve fact-finding activities undertaken by the Investigating Authority or persons appointed by the Procuring Entity to address specific matters related to investigations/audits, such as evaluating the veracity of an allegation of possible Fraud and Corruption, through the appropriate mechanisms. Such activity includes but is not limited to: accessing and examining a firm's or individual's financial records and information, and making copies thereof as relevant; accessing and examining any other documents, data and information (whether in hard copy or electronic format) deemed relevant for the investigation/audit, and making copies thereof as relevant; interviewing staff and other relevant individuals; performing physical inspections and site visits; and obtaining third party verification of information.