



KENYA WILDLIFE SERVICE

TENDER FOR PROVISION OF COMPREHENSIVE
GROUP MEDICAL INSURANCE COVER FOR STAFF
AND BOARD MEMBERS (UNDERWRITERS ONLY)
(POLICIES FOR YEAR- 2021/2022, 2022/2023)

JANUARY 2021

TENDER NUMBER: KWS/OT/HC/32/2020-2021

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Section A: INVITATION TO TENDER

TENDER NO. KWS/OT/HC/32/2020-2021

PROVISION OF COMPREHENSIVE GROUP MEDICAL INSURANCE COVER FOR STAFF AND BOARD MEMBERS (UNDERWRITERS ONLY) (POLICIES FOR YEAR- 2021/2022, 2022/2023)

1. Kenya Wildlife Service invites sealed bids from interested and eligible underwriters (Tenderer) for the provision of Group Medical Underwriting Services.
2. Tender documents containing detailed specifications can be downloaded for free from our website; www.kws.go.ke Communication in regard to the tender must be in writing through hps@kws.go.ke email address;
3. All clarifications and /or amendments will be published in the KWS website and tenderers are required to check for any addendums or amendments in the course of the bidding period prior to the closing date.
4. All Tenders must be accompanied by an Original bid security of Kshs. 5,000,000 (Kenya Shillings Five Million only) issued in Kenya Shillings or a freely convertible currency and in the form a Bank guarantee in the prescribed format. The bid security should be issued in Kenya Shillings and must remain valid for one hundred and twenty (120) days from the closing date of the tender.
5. There will be a Virtual Pre-bid Conference to be held on 28th January, 2021 at 10.00am, and interested bidders need to register via the above email on or before 26th January, 2021 at 4:00 pm so as to receive the Zoom meeting credentials.
6. Complete Tender documents in plain sealed envelopes clearly marked “TENDER NO. KWS/OT/HC/32/2020-2021 - **COMPREHENSIVE GROUP MEDICAL INSURANCE COVER FOR STAFF AND BOARD MEMBERS (UNDERWRITERS ONLY)**” should be addressed to The Director General, Kenya Wildlife Service, P.O. Box 40241 NAIROBI and deposited in the tender box at the main reception (KWS headquarters) not later than 12.00 Noon on 04th February 2021
7. Tenders will be opened immediately thereafter, in the presence of tenderers’ representatives who choose to attend at KWS Board Room.

**Head of Supply Chain Management,
KENYA WILDLIFE SERVICE**

19th January 2021

Section B: INSTRUCTIONS TO TENDERERS

Introduction

1. Eligible Tenderers

- 1.1 This Invitation for Tenders is open to all tenderers eligible to participate in public procurement as described in the tender documents. The tenderer is invited to submit a Technical Proposal and a Financial Proposal for the Underwriting services required. The proposal will be the basis for Contract negotiations and ultimately for a signed Contract with the selected firm.
- 1.2 Communication in regard to this tender must be in writing. The tenderer will not make any attempt to contact any KWS officer other than as indicated in paragraph 2 above. Canvassing will lead to automatic disqualification.
- 1.3 Tenderers shall not be under a declaration of ineligibility for corrupt and fraudulent practices.

In pursuance of this policy,

- a) KWS defines for the purpose of this provision, the terms set forth below as follows:-

“Corrupt practice” means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the selection process or in contract execution; and

“Fraudulent practice” means a misrepresentation of facts in order to influence the action of public official in the selection process, and includes collusive practices among Underwriters designed to establish prices at artificial, noncompetitive levels and to deprive the KWS the benefits of free and open competition.

- b) Will reject a proposal for award if it determines that the Underwriter recommended for award has engaged in corrupt or fraudulent activities in competing for the contract in question.
- c) Will declare an Underwriter ineligible, either indefinitely or for a stated period of time, to be awarded a contract by KWS if at any time determines that the firm has engaged in corrupt or fraudulent practice in competing for an insurance contract with Kenya Wildlife Service.
- d) Will declare a Underwriter ineligible, to be awarded a contract by KWS if it determines that at any time the Underwriter has engaged in corrupt or fraudulent practice in execution of any insurance contract with Kenya Wildlife Service, by evidence of outstanding claims;
- e) Will have the right to require that a provision to be included requiring Underwriters to permit KWS to inspect their accounts and records relating to the performance of the contract.
- f) Will have the right to enquire and use information from other public procurement entities in regard to records relating to performance of the

Underwriters in execution of any insurance contract (specifically in regard to any unpaid claims).

- g) Will declare an Underwriter ineligible, either indefinitely or for a stated period of time, to be awarded a contract by KWS if at any time determines that the firm has varied premium terms in an insurance contract with Kenya Wildlife Service.

2 Service eligibility /mandatory qualifying requirements and conformity to tender documents

- 2.1 Pursuant to paragraph **1 of section B**, the tenderer shall furnish, as part of its tender, documents establishing the tenderer's eligibility to tender and its qualifications to perform the contract if its tender is accepted.
- 2.2 The documentary evidence of the tenderer's qualifications to perform the contract if its tender is accepted shall establish to the Kenya Wildlife Service's satisfaction:
- (a) That the tenderer has the legal, financial and technical capability necessary to perform the contract;
 - (b) That, under the contract, the tenderer has been duly authorized by the Underwriter to provide the services;
- 2.3 To be eligible for this procurement the Underwriter **must** further provide the following documents with their technical proposal (**Mandatory qualifying requirements**): -

- i. Certified copy of Certificate of Registration under the Companies Act

The insurance companies should be companies registered under the Companies Act. The registered office and physical address of the insurance company must be indicated. A copy of the Certificate of Registration /Incorporation must be attached.

- ii. Certified copy of Registration with the Insurance Regulatory Authority for year 2021.

The recommended insurance companies shall be registered with the Insurance Regulatory Authority for the year 2021 and must have been in existence and underwriting medical insurance for a minimum period of 10 years. The copy must be certified by the office of the regulator of the Insurance Regulatory Authority/Commissioner of Insurance or accompanied by a letter from the Insurance Regulatory Authority/Commissioner of Insurance.

- iii. Certified copy of Registration as member of Association of Kenya Insurers for year 2021. The underwriter shall be registered member with Association of Kenya Insurers for the year 2021. The copy must be certified by the office of the regulator of the Association of Kenya Insurers or accompanied by a letter from the AKI.

- iv. All Tenders must be accompanied by an Original bid security of Kshs. 5,000,000 (Kenya Shillings Five Million only) issued in Kenya Shillings or a

freely convertible currency and in the form of Bank guarantee in the prescribed format. The bid security should be issued in Kenya Shillings and must remain valid for one hundred and twenty (120) days from the closing date of the tender.

- v. A copy of valid Tax Compliance Certificate from KRA.
- vi. The Underwriter shall submit a certified copy of CR12 form detailing the shareholding structure of the company issued not older than 6 months from the tender closing date.
- vii. Certified copies of latest audited financial statements for the period ending 2019.
- viii. Premium turnover- Underwriter shall submit documentary evidence indicating that the medical insurance premium underwritten over the last two years (2019 and 2020) is at least Kshs. 2 billion.
- ix. Share capital - Underwriter shall submit documentary evidence indicating that the share capital is at least Kshs. 1 billion.
- x. Fill and submit Self Declaration that the person/tenderer that the Person/Tenderer is not debarred in the matter of the Public Procurement and Asset Disposal Act 2015 as provided in Form 3, in Section I of the Tender Document.
- xi. Fill and submit Self Declaration that the person/tenderer will not engage in any corrupt or fraudulent practice in the matter of the Public Procurement and Asset Disposal Act 2015 as provided in Form 4, in Section I of the Tender Document.
- xii. **Undertakings by the firm's Principal Officer**
 - a) Statement by the firm's Principal Officer confirming that all information supplied is accurate and that any material misrepresentation could lead to policy cancellation.
 - b) Statement by the firm's Principal Officer confirming that all policy exclusions and benefit limitations, if any, have been fully disclosed in the Technical Proposal. Where there are no exclusion, the benefits are covered up to the full Inpatient and Out Patient limits.
 - c) Statement by the firm's Principal Officer confirming that processing of any claims during the duration of the policy shall not exceed the claims processing period given in Scope of Services.
 - d) The Underwriter will render services to KWS until all the claims that fall under the period of insurance are fully settled.
- xiii. **Note:** Underwriters with any unpaid claims (fully documented and unpaid for more than 21 days as at the tender closing date) with Kenya Wildlife Service will be disqualified.
- xiv. The Bid document and any attachments MUST be sequentially paginated and book or tape bound. Mandatory documents must be properly marked and attached to the tender documents.

All statements submitted in support of mandatory requirements (under clause 2.3) must to be signed by an authorized official of the insurance company. Proposals that are not responsive to the above mentioned mandatory requirements shall be rejected at this stage.

3 Cost of Tendering

- 3.1 The Tenderer shall bear all costs associated with the preparation and submission of its tender, and the Kenya Wildlife Service, will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the tendering process.

4 The Tender Document Contents

- 4.1 The tender document comprises the documents listed below and addenda issued in accordance with clause 6 of these instructions to tenders.

Section A: INVITATION TO TENDER

Section C: GENERAL CONDITIONS OF CONTRACT

Section D: SPECIAL CONDITIONS OF CONTRACT

Section E: SCOPE OF SERVICES

Section F: TECHNICAL REQUIREMENTS AND SPECIFICATIONS

Section G: FINANCIAL PROPOSAL -PRICE SCHEDULE FOR COMPREHENSIVE GROUP MEDICAL INSURANCE COVER FOR STAFF AND BOARD MEMBERS (UNDERWRITERS ONLY)

Section H: TENDER EVALUATION

Section I - STANDARD TENDER FORMS

- 4.2 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.

5. Clarification of Documents

- 5.1 A prospective tenderer requiring any clarification of the tender document may notify the Head of Supply Chain Management at the Kenya Wildlife Service in writing or by cable (hereinafter, the term *cable* is deemed to include telex and facsimile) at the entity's address indicated in the Invitation for tenders. The Kenya Wildlife Service will respond in writing to any request for clarification of the tender documents, which it receives not later than 7 days prior to the deadline for the submission of tenders. All clarifications and /or amendments will be published in the KWS website and tenderers are required to check for any addendums or amendments in the course of the bidding period prior to the closing date.

6 Amendment of Documents

- 6.1 At any time prior to the deadline for submission of tenders, Kenya Wildlife Service, 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 amendment.
- 6.2 All prospective candidates are required to be checking the website during the tendering period for any amendment/clarification.
- 6.3 In order to allow prospective tenderers reasonable time in which to take the amendment into account in preparing their tenders, Kenya Wildlife Service at its discretion may extend the deadline for the submission of tenders.

7 Preparation of Tenders

- 7.1 **Language of Tender** The proposal prepared by the tenderer, as well as all correspondence and documents relating to the tender exchanged by the tenderer and the Kenya Wildlife Service shall be written in English language.

8 Documents Comprising the Tender

- 8.1 The proposal prepared by the tenderer shall comprise the following components:
 - i. Tender Form and a Price Schedule completed in accordance with **paragraph 9, 10 and 11 below.**
 - ii. 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;
 - iii. Documentary evidence established in accordance with paragraph **2.3** that the services to be supplied by the tenderer are eligible and conforms to the tender documents.

9 Preparation of proposals

- 9.1 The tenderer shall complete the Tender Form and the appropriate Price Schedule furnished in the tender documents. The tender prepared by the Underwriter, as well as all correspondence and documents relating to the tender exchanged by the Underwriter and Kenya wildlife service, shall be written in English language.

Material deficiencies in providing the information requested may result in rejection of a proposal.

Technical Proposal

- 9.2 The Technical Proposal shall provide the following information: -

- a) Underwriter's Experience in Provision of Medical Insurance Underwriting Services:

A brief description of the firm and an outline of experience on provision of Medical Insurance Underwriting for the last **10** years, as indicated in the Technical Requirements and Specifications (Section F).

The Underwriter, will list the current medical insurance clients whose policies renewed or commenced between the month of January 2020 – January 2021 and the value of the business held. The Underwriter must have relevant experience in provision of similar Group Medical Insurance service as required by KWS in the format given hereunder. At least 15 Reference **Form 5** letters from the mentioned clients should be attached. The minimum annualized premium from the current client as supported by **Form 5** should be at least Kshs. 600 million.

Misrepresentation of information to qualify for eligibility will lead to automatic disqualification.

b) Value Add

Added advantage will be given to underwriters who propose value additions in their bid. The bidders should provide documentary evidence of Value Added Services offered within the last five years to their existing clients, such as: -

- i. Free annual general medical check – ups to members
- ii. Create and provide regular reports of the frequency, severity, cause, and utilization of medical cover.
- iii. Creating quarterly, semi-annual, or annual tableau reports to keep track of KWS's ongoing issues or problems and how the Underwriter is addressing or treating them and making sure KWS is satisfied with the services.
- iv. Hold or orchestrate member training, seminars, workshops or continuing member education classes on insurance
- v. Membership flexibility. Added advantage will be given to bids that show consideration to offer **medical benefit** extension and **last expense cover** to KWS Associated members like non-staff who are KWS Retired Employees and temporary employees. Flexibility to include and consider addition of extra spouses and more than four dependents at the employee's expense.

b) Proposed cover:

All the contract terms and conditions and any underwriting requirements **MUST** be clearly disclosed in the technical proposal. The Underwriter **MUST** provide the Group Medical Insurance Policy.

The full Terms and conditions of providing the insurance Underwriting service; exclusion clauses, if any; excess clauses if any; and evacuation plans and arrangements.

Provide a list of all the exclusions under in-patient and out-patient. If the Scheme does not have any exclusions please confirm the same in writing. If the list or the confirmation either is missing then the bidder will be considered as having been non-responsive to this requirement and therefore disqualified.

The bidders will summarize the Benefits from the Medical Insurance Policy as per the table below:

INPATIENT BENEFITS		
Benefit	Limit of Cover (In Age, Kshs., amounts, Days, Territorial Limitation and any other aspect of limitation)	Sublimit/Stand Alone

OUTPATIENT BENEFITS		
Benefit	Limit of Cover (Age, Kshs., Amounts, Days, Geographic Territory and any other aspect of limitation)	Sublimit/Stand Alone

Any additional information requested in the specifications detailed in Section F.

- c) Methodology and Work plan: Procedure of handling patients for both cases of outpatient and inpatients must indicate;
- i. Initial Member education in at least five of KWS' major conservation areas within the first quarter of the scheme inception. The other three conservation areas before the end of the second quarter.
 - ii. Admission of members into the cover and the documentation required from KWS.
 - iii. On-boarding Information required from Kenya Wildlife Service at inception of the service and thereafter.
 - iv. Membership administration on entrants and exits.
 - v. Membership administration on job grade variation.
 - vi. Ambulatory services.
 - vii. Medical evacuation.
 - viii. Referrals for specialized treatment.
 - ix. Incorporation of KWS recommended medical providers into the underwriter's appointed medical providers.
 - x. Disclosure on coverage of pre-existing conditions.
 - xi. Procedure for overseas treatment and reimbursements.
 - xii. Discharge processes.
 - xiii. Discharge for members who have exhausted the inpatient limit.
 - xiv. Reimbursement claims where member incurs medical expenses outside the scheme network.

KWS requires that the services under the Invitation for Tenders shall be performed at the time specified in the Scope of Service. Tenders offering to perform longer than the procuring entity's required delivery time will be treated as non-responsive and rejected.

The methodology and work plan proposal in total MUST not be more than 10 pages and narrated in table format with the timelines, person responsible, documentation required clearly spelt out.

d) Financial stability of the firm for the last two audited years, through calculated Debt Ratio and Cash Ratio.

e) Information management and technology systems in place.

The underwriter **MUST** initially provide FREE KWS - Branded Biometric Identification Systems at no addition premium. The Underwriter should have fully in place and provide proof of ownership or licensing of a suitable Information Management Technology System with demonstrated capability to undertake the core functions and modules listed in the Technical Requirements

Proof of the Information Management Technology System should be demonstrated by a copy of signed licensed agreement or documentary evidence of purchase of the Information Technology Systems in place that are elaborate overview of the systems functionality and modules.

All statements submitted in support of requirement 9.2 must to be signed by an authorized official of the insurance company.

9.3 The Technical Proposal shall not include any financial information.

Financial Proposal

9.4 The tenderer shall provide separately from the technical proposal in its financial proposal the particulars required, the unit and total tender price of the services it proposes to provide under the contract. In preparing the Financial Proposal, Underwriters are expected to take into account the requirements and conditions outlined in the tender document.

9.5 The Financial Proposal should clearly identify as a separate amount, the local Taxes, duties, fees, levies and other charges imposed under the law.

9.6 Prices quoted (Premium Rates) by the tenderer shall be fixed during the Tender's performance of the contract and not subject to variation. A tender submitted with an adjustable price quotation will be treated as non-responsive and will be rejected. KWS reserves the right update the Medical Insurance Scheme benefits and limits.

9.7 Prices shall be quoted in Kenyan Shillings. Where other currencies are used, KWS will convert those currencies to Kenya Shillings using the selling exchange rate on the date of tender closing provided by the Central Bank of Kenya.

10. Submission, Receipt and Opening of Tenders

10.1 The original proposal (Technical Proposal and Financial Proposal) shall be prepared in indelible ink. It shall contain no interlineations or overwriting, except

as necessary to correct errors made by the firm itself. Any such corrections must be initialed by the persons or person authorized to sign the proposals.

10.2 The Underwriter shall submit ONE original and ONE copy of the technical proposal and ONE original and ONE copy of the financial proposal. Each Technical Proposal and Financial Proposal shall be marked “ORIGINAL” or “COPY” as appropriate. If there are any discrepancies between the original and the copies of the proposal, the original shall govern.

10.3 The original and copy of technical proposals MUST and the attachments shall all be sequentially paginated and each document book or tape bound. Mandatory documents must be properly marked and attached to the tender documents.

10.4 The tender shall be submitted as follows: -

(i) original and all copy of the Technical Proposal shall be placed in a sealed envelope clearly marked “TECHNICAL PROPOSAL” and

(ii) The original and a copy of the Financial Proposal placed in a sealed envelope clearly marked “FINANCIAL PROPOSAL” and warning: “DO NOT OPEN WITH THE TECHNICAL PROPOSAL”. The financial proposal MUST bear the name and address of the bidder.

(iii) Both technical and financial envelopes shall be placed into a plain outer envelope, sealed and clearly marked “TENDER NO. **KWS/OT/HC/32/2020-2021 - PROVISION OF COMPREHENSIVE GROUP MEDICAL INSURANCE COVER FOR STAFF AND BOARD MEMBERS (UNDERWRITERS ONLY) (POLICIES FOR YEAR- 2021/2022, 2022/2023), DO NOT OPEN BEFORE 04TH FEBRUARY, 2021 AT 12.00 NOON**” and addressed to **The Director General, Kenya Wildlife Service, P.O. Box 40241- 00100 NAIROBI** and deposited in the tender box at the main reception not later than 12.00 noon on 4th February 2021.

10.5 If the envelopes are not sealed and marked as required, the Kenya Wildlife Service will assume no responsibility for the tender’s misplacement or premature opening.

10.6 Any tender submitted after the closing time shall not be accepted. Late tenders shall be returned to the tenderers unopened.

10.7 After the deadline for submission of proposals, the Technical Proposal shall be opened immediately by the tender opening committee in presence of the bidders or their representatives who choose to attend. The Financial Proposal shall remain sealed and deposited with a KWS appointed officer until the technical evaluation is complete after which bidders whose tenders are adjudged technically responsive will have their financial proposals opened publicly.

11. Modifications and Withdrawal of Tenders

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

- 11.2 The Tenderer's modification or withdrawal notice shall be prepared, sealed, marked, and dispatched in accordance with the provisions of paragraph 11. A withdrawal notice may also be sent by cable, but followed by a signed confirmation copy, postmarked not later than the deadline for submission of tenders.
- 11.3 No tender may be modified after the deadline for submission of tenders.
- 11.4 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.

12. Tender Security

- 12.1 The tender documents must be accompanied by a bid security of Kshs. 5,000,000 in its original form, from a Bank and valid for one hundred and twenty days (120) from the date of tender opening. The Tender Security form must be in conformity to the prescribed Form 2 of this Tender
- 12.2 The tender security is required to protect the Kenya Wildlife Service against the risk of Tenderer's conduct which would warrant the security's forfeiture, pursuant to paragraph 12.6
- 12.3 Any tender not secured in accordance with paragraph 12.1, will be rejected by the Kenya Wildlife Service as non-responsive.
- 12.4 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 prescribed by the Kenya Wildlife Service.
- 12.5 The successful Tenderer's tender security will be discharged upon the tenderer signing the contract.
- 12.6 The tender security may be forfeited:
- (a) if a tenderer withdraws its tender during the period of tender validity specified by the Kenya Wildlife Service on the Tender Form; or
 - (b) in the case of a successful tenderer, if the tenderer fails to sign the contract in accordance with paragraph 25.

13. Validity of Tenders

- 13.1 The tender must remain valid for 90 days after the opening.
- 13.2 In exceptional circumstances, the Kenya Wildlife Service may solicit the Tenderers consent to an extension of the period of validity. The request and the responses thereto shall be made in writing. The tender security provided under paragraph 12 shall also be suitably extended. A tenderer may refuse the request without forfeiting its tender security. A tenderer granting the request will not be required nor permitted to modify its tender.

14. Deadline for Submission of Tenders

- 14.1 Tenders must be received by the Kenya Wildlife Service at the address specified under paragraph 10.3 not later than **12.00 Noon on 04th February 2021**

14.2 The Kenya Wildlife Service may, at its discretion, extend this deadline for the submission of tenders by amending the tender documents in accordance with paragraph 6, in which case all rights and obligations of the Kenya Wildlife Service and candidates previously subject to the deadline will thereafter be subject to the deadline as extended.

15. Opening and evaluation of Tenders

15.1 The Kenya Wildlife Service will open all tenders in the presence of tenderers' representatives who choose to attend, at Kenya Wildlife Service, Boardroom.

15.2 The tenderers' representatives present shall sign a register evidencing their attendance.

15.3 The tenderers' names, tender modifications or withdrawals, the presence or absence of requisite tender security and such other details as the Kenya Wildlife Service, at its discretion, may consider appropriate, will be announced at the opening.

15.4 The Kenya Wildlife Service will prepare minutes of the tender opening.

16. Clarification of Tenders

16.1 To assist in the examination, evaluation and comparison of tenders the Kenya Wildlife Service 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.

17. Evaluation of tenders

17.1 **Preliminary Examination** The Kenya Wildlife Service will examine the tenders to determine whether they are complete, whether required sureties have been furnished, whether the documents have been properly signed, if the bid document, has been sequentially paginated, has tape or book bound and whether the tenders are generally in order.

17.2 Prior to the detailed evaluation, pursuant to **paragraph 1 and 2** the Kenya Wildlife Service will determine the eligibility of each tenderer. For purposes of these paragraphs, a substantially responsive tender is one, which conforms to all the terms and conditions of the tender documents without material deviations. The Kenya Wildlife Service's determination of a tender's responsiveness is to be based on the contents of the tender itself without recourse to extrinsic evidence.

17.3 If a tender is not substantially responsive, it will be rejected by the Kenya Wildlife Service and may not subsequently be made responsive by the tenderer by correction of the nonconformity.

18 Technical Evaluation and Comparison of Tenders

18.1 The Kenya Wildlife Service will evaluate and compare the tenders, which have been determined to be substantially responsive, pursuant to **paragraph 17**.

18.2 KWS evaluation of the tender will take into account the following factors in the technical requirements and specifications, inter alia:-

- Business References, Past performance of the Underwriter, Qualifications and experience of the recommended professional team, The claims turn around, Adequacy of disclosure of relevant information, Financial fitness of the Underwriter, Completeness of information provided by the Underwriters, Past performance of the Underwriter, and Financial fitness of the Underwriter.
- Demonstration of good knowledge of the insurance industry practices and customs as per the Insurance Act.
- Conformity to the technical requirements and scope of service.

18.3 KWS shall take into consideration previous past claims and underwriting performance of Underwriters and Underwriters in determining the substantial responsiveness at tender award. The factors to be considered for Underwriters shall include failure to satisfactory conclude claims based on agreed performance benchmarks. The factors to be considered for Underwriters shall include rejection of disputed claims. Arbitrary review of premium during the contract period.

18.4 The pass mark for technical evaluation scores will be **75% of the Technical Score**. Only bidders that will have attained a minimum of this percentage score will have their financial proposals opened for commercial evaluation.

19. Evaluation of financial Proposals.

19.1 The commercial evaluation and final ranking of the bids will take into considerations the scope of the cover in relation to the premium, including all costs, levies, duties, taxes, the Policy Excess/deductible limits, exclusion clauses, and other pertinent terms and conditions of tender.

19.2 The evaluation committee will determine whether the financial proposals are complete. The cost of un-priced items shall be assumed to be included in other costs in the proposal. In all cases, the total price of the financial proposal as submitted shall prevail.

19.3 Selecting the Lowest Bidder

KWS recognizes that the best placed Underwriter to provide the services for the organization is the one that best understands the insurance industry and the requirements of the client as represented in quality of the technical proposal. Therefore the weight allocated to the Technical Score vis-à-vis the financial proposal (price) is 80:20. The lowest evaluated bid will be selected on the basis of those weights by combining the Weighted Technical and Weighted Financial Scores to give an Evaluated Score. The Evaluated Score will be calculated as follows:-

Step 1

Calculate the Weighted Technical Scores of each bidder as follows:-

The Technical Weight (80) multiplied by The Technical Score achieved by the particular bidder being evaluated divide by 100%,.

$$\text{Weighted Technical Score} = \frac{\text{Technical Weight}}{100\%} \times \text{Percentage Technical Score of Bid Being Evaluated}$$

Step 2

Calculate the Weighted Financial Scores of each bidder as follows:-

Lowest quoted price divided by the price quoted by particular bidder being evaluated, multiplied by the financial scores weighting (20).

$$\text{Weighted Financial Score} = \frac{\text{Price of Lowest Bid}}{\text{Price of Bid Being Evaluated}} \times \text{Financial Weight}$$

$$\text{Weighted Financial Score} = \frac{\text{Tender Price or Bid Being Evaluated}}{\text{Lowest Tender Price from All Bids}} \times 0.2$$

Step 3

Add the results of Weighted **Technical** and Weighted **Financial** Scores (step 1 plus step 2) for each bidder and obtain the sum for each bidder as the Evaluated Score.

$$\text{Evaluated Score} = \text{Weighted Technical Score} + \text{Weighted Financial Score}$$

Step 4

Rank the bidders and select bidder with the highest points as the lowest evaluated bidder. Repeat process for each Bid that passed the mandatory stage and attained minimum Technical Score pass mark.

Where the Evaluated Score for one or more bidder are a tie, the Weighted Technical Score will be used to break the tie. The bidder with the higher Weighted Technical Score will be ranked higher.

Step 5

Make recommendations for award in accordance with the findings of step 4.

19.4 Recommendation of the Lowest Evaluated Bidder

The lowest evaluated bid will be the one that obtains the highest combined technical and financial scores.

19.5 Post Vendor Evaluation

KWS will carry out post evaluation of the recommended bidder to validate the information provided in the proposal prior to signing of a contract pursuant to the provisions of the Public Procurement and Asset Disposal Regulations, 2020.

20. Contacting the Kenya Wildlife Service

- 21.1 No tenderer shall contact the Kenya Wildlife Service on any matter relating to its tender, from the time of the tender opening to the time the contract is awarded.
- 21.2 Any effort by a tenderer to influence the Kenya Wildlife Service in its decisions on tender evaluation, tender comparison, or contract award may result in the rejection of the Tenderer's tender.

21. Negotiations

- 21.1 Negotiations will be held at the Kenya Wildlife Service Headquarters. The aim is to reach agreement on all points and sign a contract.
- 21.2 Negotiations will include but not limited to: a discussion on the Technical Proposal, suggestions made by the firm on value-add enhancement to the policy, professional staff offered by the Underwriter, claims turn around, required documentation by the Underwriter for completeness of a claim, and the service level agreement.
- 21.4 The negotiations will conclude with a review of the draft form of the Contract. To complete negotiations the Client and the selected firm will initial the agreed Contract.
- 21.5 If negotiations fail, KWS will invite the firm whose proposal received the second highest score to negotiate a contract.

22. Notification of award

- 22.1 Prior to the expiration of the period of the tender validity the Kenya Wildlife Service will notify the successful tender in writing that its tender has been accepted.

23. Award of Contract

- 23.1 The Contract will be awarded following negotiations. After negotiations are completed, the Client will promptly notify other bidders on the shortlist that they were unsuccessful and return the Financial Proposals of those candidates who did not pass the technical evaluation.
- 23.2 The selected firm is expected to commence the assignment on the date indicated in the signed contract.

24. Kenya Wildlife Service's Right to Accept or Reject any or All Tenders

- 24.1 The Kenya Wildlife Service reserves the right to accept or reject any tender, and to annul the tendering process and reject all tenders at any time prior to contract award, without thereby incurring any liability to the affected tenderer or tenderers or any obligation to inform the affected tenderer or tenderers of the grounds for the Kenya Wildlife Service's action.

25. Signing of Contract

- 25.1 At the same time as the Kenya Wildlife Service notifies the successful tenderer that its tender has been accepted, the Kenya Wildlife Service will send the tenderer the Contract Form, incorporating all agreements between KWS, and the Underwriter.
- 25.2 Within seven (7) working days of receipt of the Contract Form, the successful tenderer shall sign and date the contract and return it to the Kenya Wildlife Service.

Section C: GENERAL CONDITIONS OF CONTRACT

1. Definitions

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

- (a) “The Contract” means the agreement entered into between the Kenya Wildlife Service and the tenderer, as recorded in the Contract Form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
- (b) “The Contract Price” means the price payable to the Underwriter under the Contract for the full and proper performance of its contractual obligations. The price shall also mean the Insurance Premium Rate
- (c) “The service” means any object of procurement other than works and goods.
- (d) “The Kenya Wildlife Service” means, Procuring Entity, KWS, the organization purchasing the services under this Contract.
- (e) “The tenderer” Shall mean Underwriter; Insurance Company; and the Bidder and *vice versa*.
- (f) “the Policies” means KWS Group Medical Insurance
- (g) “Term” means the period for which the agreement shall subsist in this case it shall be two years, starting from the date to be in the Agreement of provision of Medical Insurance Underwriting Service.

2. Application

2.1 These General Conditions shall apply in all Contracts made by the Kenya Wildlife Service for the procurement of Services.

3. Country of Origin

3.1 For purposes of this Clause, “origin” means the place where the services originate.

3.2 The origin of Services is distinct from the nationality of the tenderer.

4. Standards

4.1 The services provided under this Contract shall conform to the standards mentioned in the Technical Requirements and Specifications and the Scope of Service.

5. Use of Contract Documents and Information

5.1 The Candidate shall not, without the Kenya Wildlife Service’s prior written consent, disclose the Contract, or any provision thereof, or any specification, or information furnished by or on behalf of the Kenya Wildlife Service in connection therewith, to any person other than a person employed by the tenderer in the performance of the Contract.

5.2 The tenderer shall not, without the Kenya Wildlife Service’s prior written consent, make use of any document or information enumerated in paragraph 5.1 above.

- 5.3 Any document, other than the Contract itself, enumerated in paragraph 5.1 shall remain the property of the Kenya Wildlife Service and shall be returned (all copies) to the Kenya Wildlife Service on completion of the Tenderer's performance under the Contract if so required by the Kenya Wildlife Service.

6 Payment

- 6.1 The method and conditions of payment to be made to the underwriter under this Contract shall be specified in Special Conditions of Contract.
- 6.2 Payments shall be made promptly by the Kenya Wildlife Service as specified in the contract.

7 Assignment and Subcontracts

- 7.1 *Assignment:* The tenderer shall not assign, in whole or in part, its obligations to perform under this Contract, except with the Kenya Wildlife Service's prior written consent.
- 7.2 *Subcontracts:* The tender shall notify the Kenya Wildlife Service in writing of all subcontracts awarded under this contract if not already specified in the tender. Such notification in the original tender or letter, shall not relieve the tenderer from any liability or obligation under the contract.

8 Language and Law

- 8.1 The language of the contract and the law governing the contract shall be English language and the Laws of Kenya respectively unless otherwise stated.

9 Provision of Services

Provision of services shall be made by the tenderer in accordance with the tender terms and conditions and as per specified by Kenya Wildlife Service in its Schedule of Requirements, and as expressed in the contract with the Underwriter and the underwriter.

10 Service performance Levels

- 10.1 The Kenya Wildlife Service shall have the right to reject the services of the Underwriter if the service level is not in conformity to the Contract. The Kenya Wildlife Service shall notify the tenderer in writing, in a timely manner, of the deficiencies and prior notifications for these purposes. The renewal of this agreement for the second year will be subject to satisfactory performance as per the
- 10.2 In case of termination of contract for default, KWS will be entitled to a prorata refund of the premiums paid within 30 days.
- 10.3 Nothing in paragraph 7.2 shall in any way release the tenderer from any warranty or other obligations under this Contract.
- 10.4 Compensation shall be claimed against the Professional Indemnity Insurance cover if the Underwriter fails to perform any of the its obligations or provides services failing below the standards agreed in the service level agreement or is in breach of any it's material obligations under the contract.

11. Termination for Default

- 11.1 The Kenya Wildlife Service may, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the tenderer, terminate this Contract in whole or in part within 30 days:
- (a) If the tenderer fails to service claims as agreed in the contract.
 - (b) If the tenderer fails to provide agreed services in the contract.
 - (c) If the tenderer fails to perform any other obligation(s) under the Contract.
 - (a) If the tenderer, in the judgment of the Kenya Wildlife Service has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.
- 11.2 If the tenderer fails to service the Contract in whole or in part, KWS may procure, upon such terms and in such manner as it deems appropriate, services similar to those undelivered, and the tenderer shall be liable to the Kenya Wildlife Service for any excess costs for such similar services.
- 11.3 In case, the claims presented to the Underwriters are not paid within the stipulated period of 21 days, KWS has the rights to discontinue the contract and get back a pro rata refund of premium
- 11.4 In case of termination of contract by the Underwriter, the Underwriter shall give KWS a written notice of ninety (90) days.

12. Resolution of Disputes

- 12.1 The Kenya Wildlife Service and the tenderer shall make every effort to resolve amicably by direct informal negotiation any disagreement or dispute arising between them under or in connection with the contract.
- 12.2 Any dispute between the Parties as to matters arising pursuant to this Contract or its interpretation that cannot be settled amicably within thirty (30) days after receipt by one Party of the other Party's request for such amicable settlement shall be referred for settlement by a single arbitrator agreed by the Parties within sixty days from the date of service of the notice of dispute by either party by the Chairman for the time being of the Institute of the Chartered Arbitrators of Kenya (Kenya Chapter).

Section D: SPECIAL CONDITIONS OF CONTRACT

Special conditions of contract shall supplement the general conditions of contract, wherever there is a conflict between the General Condition of the contract and the Special Conditions of the Contract, the provisions of the Special Conditions of the Contract herein shall prevail over those in the General Condition of Contract.

(I) **SCC 3. Country of Origin** If an overseas Underwriter is recommended, an exemption for placement of business overseas by the Insurance Regulatory Authority must be attached on the technical proposal.

(II) **SCC 4.1 Standards** The services provided under this Contract shall conform to the standards mentioned in the Technical Specifications. Renewal of contract for the consequent years will depend on the performance of the contract.

(III) **SCC6 Payment**

KWS will pay the premium to the underwriter. Premium will be paid upon signing of the contract and policy declarations by the Procuring Entity. Any additional Premiums shall be paid on a quarterly basis and upon the production of invoices and all supportive documents from the Underwriter. Prices quoted (Insurance Premium Rates) by the tenderer shall be fixed during the Tender's performance of the contract and not subject to variation. KWS reserves the right to vary insured values to be adjustable from time to time.

(IV) **SCC 10 Service performance Levels**

- a) The settlement of fully documented claims shall be made within 21 days after the claim has been fully documented. If the claim is not settled within the aforementioned period, the amount payable will be the principal plus the accrued interest cost for the days of delay charged at the rate of average lending rate provided by the commercial banks within the period.
- b) Failure of the underwriter to meet KWS's expectations on provision of the services during the term of insurance will seriously affect future participation of the underwriter and the underwriter in all insurance tenders at KWS.
- c) Renewal of contract for the second year will depend on the performance in the first year of contract.

(V) **SCC 11 Termination for Default**

In case of termination of contract for breach, KWS will be entitled within 30 days, to a pro rata refund of the premiums paid.

Section E: SCOPE OF SERVICES

The Scope of Services for the Underwriter Will Include: -

- I. Provide optimum policy covers in accordance with the tenders submitted.
- II. Issue the policy documents not later than fifteen (15) days from the inception of cover.
- III. Acknowledge and confirm coverage on disclosure of material information from KWS.
- IV. Cooperate in providing guidance where required on claims administration.
- V. Settle claims as provided hereunder all fully authorized and documented reimbursement claims within 14 Days.
- VI. Preparation of monthly claims bordereaux reports, which must be submitted to KWS by the 15th of the following month. Showing Membership benefit utilization and the utilization trends for the scheme and advice on loss mitigation measures.
- VII. Provide update on scheme network coverage immediately upon addition removal of new providers.
- VIII. Issue cover amendments, adjustment and membership cards as well as cancellations within twelve (12) hours of request by the Underwriter and/ KWS.
- IX. Arrange quarterly meetings to review performance of the policy by 15th day of each quarter.
- X. Such other service as may be related or ancillary to the due performance of the above work.

Note that failure to meet KWS' expectations on the above during the term of insurance will seriously affect your future participation in all insurance tenders at KWS.

Also note that renewal of the contract for the second year, and any other subsequent years depends on the first year's performance.

Section F: TECHNICAL REQUIREMENTS AND SPECIFICATIONS

1. KENYA WILDLIFE SERVICE CORPORATE PROFILE

Kenya Wildlife Service is a State Corporation that was established by the Wildlife (Conservation and Management) Act, 1989 (now repealed and replaced by Wildlife Conservation and Management Act, 2013). The overall mandate of KWS is to conserve and manage wildlife in Kenya.

KWS has both uniformed and non-uniformed employees who mainly operate in remote environment. The uniformed employees comprise of Officers and Rangers who are administered through a command structure similar to that of other Disciplined Forces/Services and are spread out in all parts of the country.

With fifty-nine parks and reserves spread over a country of 584,896 sq. km, our staff are on call anywhere in Kenya, either for routine monitoring and field trips or security operations and emergency evacuations. The breath of KWS operations are indicated in Appendix (A) of the Tender Document

KWS invites bids from interested and eligible Underwriters for provision of Group Medical Underwriting Service – Underwriter’s Only for below covers for an initial period of one year renewable for one year, subject to Satisfactory Performance, up to a maximum period of two years.

2. CURRENT MEDICAL ENTITLEMENT

The Service currently operates an In-house self-funded In-house Medical Scheme. The Scheme caters for medical expenses incurred by employees and their dependents. The Scheme provides for annual entitlements covering In and Out patient expenses. The In-house Medical Scheme covers employees, their spouses and up to a maximum of four (4) pre-declared children aged below 25 years for those who are still dependent on their parents subject to production of supporting documents that they are in a recognized learning institution. In addition, the Service also considers multiple births immediately after the third child as a single birth.

The current medical entitlements are for the employees are based on employee job grade and shared per family as per the tables below.

a) **Table of Current Out-patient Entitlement Per Employee**

Job Grade	Category	Annual Entitlement per family (Ksh)	No. of employees	No. of dependents
1 – 8	Senior to Middle Mgt. level	50,000	833	2,474
9 (a & b)	Supervisory level	48,000	387	1,137
10 (a & b) and below	Lower level	45,000	3,351	7,956
Total			4,571	11,567
Members (employees & dependents)			16,138	

b) **Table of Current In-patient Entitlement Per Employee**

Job Grade	Category	Annual Entitlement per family (Ksh)	No. of employees	No. of dependents
1 – 3 (a & b)	Senior Mgt. level	1,000,000	46	136
4 – 6	Senior/Middle Mgt. level	800,000	358	1,115
7 – 9 (a & b)	Supervisory level	650,000	816	2,360
10 (a & b) and below	Lower level	500,000	3,351	7,956
Total			4,571	11,567
Members (employees & dependents)			16,138	

c) **Table of Current utilization history by Financial Years**

The table below shows the scheme utilization for the last three financial years.

YEAR	OUTPATIENT (KSHS)	INPATIENT (KSHS)
Jul 2020 to Dec	49,128,400.29	59,103,514.00
Jul 2019 to Jun 2020	118,236,090.68	226,433,326.60
Jul 2018 to Jun 2019	88,926,251.76	168,692,660.75
Jul 2017 to Jun 2018	79,324,543.63	182,758,144.49

2. DEFINITIONS OF MEMBERSHIP OF THE SCHEME:

The Scheme Membership is defined as below.

1. Staff: Permanent and Pensionable Employees and Employees on Long Term Contracts.
2. Board Members appointed under The Wildlife Conservation and Management Act, 2013 Section 8 subsection (a) and subsection (f).
3. Spouse declared wife or husband, married by any ceremony that is recognized by a court of law (legal spouse).
4. Dependent are up to four named children, biological, adopted, step children and /or children under legal care. Multiple births immediately after the third child to be considered as a single life.
5. Age: Staff ages 18-65, Spouse 18 - 70 years and Dependents from Birth (o) to 18 years (extended to age 25 with proof of study). Board Members age 18-70 Years. Declared disabled dependent children should be covered for as long as the staff is a member of the scheme.

3. MANAGEMENT OF MEDICAL SCHEME SYSTEM CAPABILITIES REQUIRED

Administration of the Scheme underwriter shall ensure that services are provided to employees and their beneficiaries with as little paper work and inconvenience as possible. The Underwriter shall be required to clearly state the procedures (inpatient and outpatient) to be followed by the employee(s).

Administration of the scheme should be on an IT system with some of the capabilities listed below:

NO.	ITEM	MODULE	CAPABILITES SOUGHT
1a.	SMART CARDS	Use of biometrically controlled smart cards	<ul style="list-style-type: none"> • Guaranteed member identification at point of service • The solution should utilize existing already issued KWS contactless microprocessor smart cards which are biometrically controlled.
1b.		Member Benefit Management	<ul style="list-style-type: none"> • The smart card should store member details and member benefits to allow for offline access. • The member benefits should be decremented at each visit of service. • The solution should reduce member benefits on utilization.

1c.		Identification of the scheme members	<ul style="list-style-type: none"> Members must use their unique biometric profile, preferably fingerprints to identify themselves at the service providers. Must demonstrate capacity to prevent and manage medical fraud.
2a.	NETWORK & INFRASTRUCTURE	Smart card infrastructure in medical service providers across the country.	<ul style="list-style-type: none"> The solution must be in use and operational in over 500 service points across various medical facilities The solution should be available in all 47 counties where KWS has operations. The card should be able to work both online and offline to facilitate members access always.
		Smart card system should be operational with smart points across the counties	<ul style="list-style-type: none"> The smart system should be present and operational in all 47 counties and in at least 50 service providers across every county.
2b.		Experience in handling hospital and scheme management operations	<ul style="list-style-type: none"> The solution must have been in use by at least 5 clients of similar size and nature over a period of at least 4 years The solution should have been in use in Kenya for over a period of 4 years.
2c.		Coverage	<ul style="list-style-type: none"> The system should be easily scalable to the appointed KWS service providers as required.
3a.	SCHEME MANAGEMENT	Employee Categories	<ul style="list-style-type: none"> The solution facilitates benefit and provide categorization and restricted access per KWS defined employee cadre/category
3b		Member Benefits	<ul style="list-style-type: none"> The solution should be able to notify the hospital & KWS on member expenditure and is able to eliminate over utilization.
3c		Member list Updates	<ul style="list-style-type: none"> The solution facilitates remote member list updates including member benefit changes on case by case basis as well as cancellations and renewals The system should have an automated age limit drop-off where age limits for children are set.
3d		Admission Notification	<ul style="list-style-type: none"> The solution can send alerts to KWS when member is admitted.
3e.		NHIF Rebate	<ul style="list-style-type: none"> Indicates ability to handle NHIF Rebate processing. The Smart Card must have provision for adding NHIF benefit

3f.		Benefit Management	<ul style="list-style-type: none"> • Ability to generate reports and indicate when a certain percentage of benefit limits is attained • Ability to manage benefits shared per staff and per family •
4	REPORTS & MANAGEMENT	Reporting system	<ul style="list-style-type: none"> • Solution should provide member utilization reports and user defined reports • Should be able to provide individual/family member reports
		SMS	<ul style="list-style-type: none"> • SMS notification to the principal member on self or beneficiary access to facilitate the member being informed on utilization for tracking and monitoring purposes.
		USSD Service	<ul style="list-style-type: none"> • Provision of a USSD service to allow the member to check eligibility, benefits and balance anywhere and anytime through their mobile phones.
		Monthly Statements	<ul style="list-style-type: none"> • The solution should provide for updated electronic monthly statements on utilization to each staff via their email addresses.

4. IN PATIENT GROUP MEDICAL INSURANCE COVER

Will include but not limited to the following services whose limits of cover should all be within the Inpatient entitlement; The Bidder shall however not limit beneficiaries to their panel only. The Underwriter shall take on the Medical Service Providers already on the KWS's panel.

Provide a list of all the exclusions under in-patient, If the Scheme does not have any exclusions please confirm the same in writing. If the list or the confirmation either is missing then the bidder will be considered as having been non responsive to this

requirement and therefore disqualified.

1. General in-patient services and Administration of Hospital Admission process.
2. Consultation fees and evacuation costs directly leading to hospitalization.
3. Applicable ward Bed on a standard private room.
4. Major Operations.
5. Minor Operations.
6. Doctor's fees - (physician, surgeon & Anesthetist).
7. HDU and ICU charges.
8. Theatre charges.
9. Drugs/Medicines, dressings and internal surgical appliances.
10. Medical Appliances (Hearing Aids, Glucometer, Insulin delivery devices, Urine Catheters & Accessories etc.).
11. Radiology X-ray, ultrasound, ECG and computerized Tomography, MRI scans. Any approved diagnostic imaging and radiology services
12. Audiograms, Radiotherapy and chemotherapy.
13. Pathology (laboratory) fees.
14. Post Hospitalization visits/follow-ups after discharge
15. Access to medical specialists while admitted.
16. Inpatient physiotherapy.
17. Chronic Illness coverage.
18. Gynecological treatment.
19. In patient Ophthalmic cover.
20. Accommodation for adults whose children of below 12 years of age.
21. Are admitted in Hospital Day care, day surgery Admission (includes dental, optical, gynecological as well as all other services).
22. In- patient dental cover.
23. Mental and other related illnesses.
24. Treatment for alcoholism and drug addictions (employee only and acquired during employment term).
25. Inpatient Psychiatric Treatment.
26. Palliative care.
27. Provision of Maternity benefits including Caesarian section.
28. Optical expenses arising from disease and/or accidents.
29. Treatment of Elective surgery i.e. pre-arranged.
30. HIV/AIDS cover (conventional, accepted, recognized treatment).
31. Cancer cover.
32. Cost of medical circumcision.
33. Congenital conditions.
34. Pre-existing, chronic and HIV (including ARVs) conditions cover within the inpatient
35. Territorial scope East Africa i.e. Kenya, Uganda, Rwanda, Burundi and Tanzania.
36. Day surgery.
37. No waiting period.
38. Terrorism, Political war and Violence.
38. Any other service/cover not included above but may be mutually agreed upon from time to time.

5. OUT PATIENT GROUP MEDICAL INSURANCE COVER

The Outpatient scheme deals with cases of illness and accidents not requiring admission into a hospital. Under this scheme, beneficiaries require examinations, diagnosis and speedy treatment at health clinics, hospitals etc. with the aim of preventing any ailment or illness from growing into cases requiring hospitalization

Provide a list of all the exclusions under out-patient, if the Scheme does not have any exclusions please confirm the same in writing. If the list or the confirmation either is missing then the bidder will be considered as having been non responsive to this requirement and therefore disqualified.

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

1. Routine outpatient treatment including consultations (GPs and Specialists, laboratory and Radiology services).
2. Outpatient Physiotherapy treatment.
3. Diagnostic X-Ray and Laboratory Tests.
4. Radiology X-ray, ultrasound, EEG, ECG and computerized Tomography, MRI scans.
5. Prescribed drugs/medicines.
6. Referrals to Specialists (Pediatricians, Obstetricians, gynecologists, lactation specialists, neonatologists, orthopedic doctors, dermatologists, E.N.T. doctor's etc.
7. Counseling services. (Psychologist, Psychiatrist and Psychiatric treatment).
8. Baby friendly vaccinations for babies from Birth to 5 years as listed below: -
 - i. BCG – Tuberculosis
 - ii. HEP B – Hepatitis B
 - iii. HIB – Meningitis (Haemophilus influenza type b
 - iv. OPV – Oral Polio Vaccine
 - v. MMR – Measles Mumps Rubella
 - vi. IPV – Inject able Polio Vaccine
 - vii. DTaP – Diphtheria Tetanus acellular Pertussis
 - viii. DT – Diphtheria Tetanus
 - ix. ROTA Virus
9. Maternity services i.e. Anti and Post Natal.
10. HIV/AIDS cover (Voluntary counseling and testing and other related treatments).
13. Chiropractor upon referral & approval.
14. Pap Smear & PSA tests for employees and spouses at the available credit facilities on Travel Vaccines covered for employees only.
15. Cancer Treatment and Pre-existing and chronic/recurring conditions and HIV (including ARVs) conditions cover within the out patient
16. Hearing aids covered upon referral.
17. Territorial scope East Africa i.e. Kenya, Uganda, Rwanda, Burundi and Tanzania.
18. No waiting period.
19. Reimbursement Cover for medical treatment given outside the underwriters coverage.

20. Terrorism, Political war and Violence.

21. Any other service not included above but may be mutually agreed upon from time to time.

6. MATERNITY GROUP MEDICAL INSURANCE COVER

Cover pre-natal, delivery and post-natal and any other pregnancy related cases at no waiting period. (Stand-alone not within the Inpatient cover limit). Maternity cover for child delivery and pregnancy related complications, applicable to female principal members or female spouses only.

Provide a list of all the exclusions under Maternity, if the Scheme does not have any exclusions please confirm the same in writing. If the list or the confirmation either is missing then the bidder will be considered as having been non responsive to this requirement and therefore disqualified.

No waiting period. The full details of the cover should be disclosed. Territorial scope to extend to East Africa.

7. OUT PATIENT (NON ACCIDENTAL) DENTAL GROUP MEDICAL INSURANCE COVER

Dental to include medically indicated treatment of basic gum diseases, filling, extraction, root canal, and scaling polishing, cleaning, braces, dental x-rays etc. of teeth.

Provide a list of all the exclusions under Dental, if the Scheme does not have any exclusions please confirm the same in writing. If the list or the confirmation either is missing then the bidder will be considered as having been non responsive to this requirement and therefore disqualified.

No waiting period. Reimbursement Cover for medical treatment given outside the underwriters coverage. Cover extended to cover Terrorism, Political war and Violence. The full details of the cover should be disclosed. Territorial scope to extend to East Africa.

8. OUT PATIENT OPTICAL (NON ACCIDENTAL) GROUP MEDICAL INSURANCE COVER

Optical to include treatment for disease of the eye from deterioration/ correction of sight and replacement of spectacles/ frames and lenses. Optical frames within limit prescribed contact lenses within the approved limit.

Provide a list of all the exclusions under Optical, if the Scheme does not have any exclusions please confirm the same in writing. If the list or the confirmation either is missing then the

bidder will be considered as having been non responsive to this requirement and therefore disqualified.

No waiting period. Reimbursement Cover for medical treatment given outside the underwriters coverage. The full details of the cover should be disclosed. Territorial scope to extend to East Africa.

Section G: -FINANCIAL PROPOSAL -PRICE SCHEDULE FOR GROUP MEDICAL INSURANCE

Table of Price Schedule for insurance must services to be completed by the bidder and submitted with the tender in the financial proposal.

1A

Option 1 Inpatient Price Schedule

Job Grade	Cover Limit Shared Per Family	No. of Families (Staff)	Dependents	Family Size						Premium Per Shared Limit Per Family						Basic Premium
				M+0	M+1	M+2	M+3	M+4	M+5	M+0	M+1	M+2	M+3	M+4	M+5	
1	2,000,000	1	1	0	2	0	0	0	0							
2	2,000,000	4	11	0	0	6	4	5	0							
3a	2,000,000	7	22	1	0	0	16	0	12							
3b	2,000,000	34	102	1	8	18	36	55	18							
4	2,000,000	87	269	6	14	36	100	110	90							
5	1,500,000	106	325	4	18	69	112	120	108							
6	1,500,000	165	521	13	20	69	160	250	174							
7	1,500,000	186	510	20	46	99	172	215	144							
8	1,500,000	243	713	23	48	126	220	275	264							
9a	1,500,000	175	514	11	44	84	188	200	162							
9b	1,500,000	212	623	18	58	102	196	155	306							
10a	1,500,000	270	920	9	34	141	204	370	432							
10b	1,500,000	680	2,265	29	76	306	760	760	1014							
11	1,500,000	2,401	4,771	611	640	1,731	1,836	1,250	1,104							
	Total	0	0	0	0	0	0	0	0							
	Totals: Staff + Dependent(s)	16,138														
	Basic Premium															
	IT Levy															
	PCF Levy															
	Gross Premium															

Prepared By _____ Authorized By _____

Option 1 Outpatient Price Schedule Form

Job Grade	Cover Limit Shared Per Family	No. of Families (Staff)	Dependents	Family Size						Premium Per Shared Limit Per Family						Basic Premium
				M+0	M+1	M+2	M+3	M+4	M+5	M+0	M+1	M+2	M+3	M+4	M+5	
1	150,000	1	1	0	2	0	0	0	0							
2	150,000	4	11	0	0	6	4	5	0							
3a	150,000	7	22	1	0	0	16	0	12							
3b	150,000	34	102	1	8	18	36	55	18							
4	150,000	87	269	6	14	36	100	110	90							
5	100,000	106	325	4	18	69	112	120	108							
6	100,000	165	521	13	20	69	160	250	174							
7	100,000	186	510	20	46	99	172	215	144							
8	100,000	243	713	23	48	126	220	275	264							
9a	100,000	175	514	11	44	84	188	200	162							
9b	100,000	212	623	18	58	102	196	155	306							
10a	100,000	270	920	9	34	141	204	370	432							
10b	100,000	680	2,265	29	76	306	760	760	1014							
11	100,000	2,401	4,771	611	640	1,731	1,836	1,250	1,104							
	Total	0	0	0	0	0	0	0	0							
	Totals: Staff + Dependent(s)	16,138														
	Basic Premium															
	IT Levy															
	PCF Levy															
	Gross Premium															

Prepared By _____ Authorised By _____

1C

Option 1 Maternity Price Schedule Form

Job Grade	Stand Alone Cover Limit Shared Per Family	No. of Families (Staff)	Dependents	Family Size						Premium Per Shared Limit Per Family						Basic Premium
				M+0	M+1	M+2	M+3	M+4	M+5	M+0	M+1	M+2	M+3	M+4	M+5	
1 - 11	250,000	0	0	0	0	0	0	0	0							
	Totals: Staff + Dependand(s)	16,138														
	Basic Premium															
	IT Levy															
	PCF Levy															
	Gross Premium															

Prepared By _____ Authorized By _____

Option 1 Dental Price Schedule Form

Job Grade	Stand Alone Cover Limit Shared Per Family	Total No. of Families (Staff)	Total Dependents	Family Size						Premium Per Shared Limit Per Family						Basic Premium
				M+0	M+1	M+2	M+3	M+4	M+5	M+0	M+1	M+2	M+3	M+4	M+5	
1 - 11	50,000	0	0	0	0	0	0	0	0							
	Totals: Staff + Dependant(s)	16,138														
	Basic Premium															
	IT Levy															
	PCF Levy															
	Gross Premium															

Prepared By _____ Authorised By _____

Option 1 Optical Price Schedule Form

Job Grade	Stand Alone Cover Limit Shared Per Family	Total No. of Families (Staff)	Total Dependents	Family Size						Premium Per Shared Limit Per Family						Basic Premium
				M+0	M+1	M+2	M+3	M+4	M+5	M+0	M+1	M+2	M+3	M+4	M+5	
1 - 11	30,000	0	0	0	0	0	0	0	0							
	Totals: Staff + Dependant(s)	16,138														
	Basic Premium															
	IT Levy															
	PCF Levy															
	Gross Premium															

Prepared By _____ Authorised By _____
That Premiums for new members coming on board will be charged as per applicable rate in the category where they belong.

Option 2 Inpatient Price Schedule (Maternity Kshs. 250,000 sublimit within Inpatient)

Job Grade	Cover Limit Shared Per Family	No. of Families (Staff)	Dependents	Family Size						Premium Per Shared Limit Per Family						Basic Premium
				M+0	M+1	M+2	M+3	M+4	M+5	M+0	M+1	M+2	M+3	M+4	M+5	
1	2,000,000	1	1	0	2	0	0	0	0							
2	2,000,000	4	11	0	0	6	4	5	0							
3a	2,000,000	7	22	1	0	0	16	0	12							
3b	2,000,000	34	102	1	8	18	36	55	18							
4	2,000,000	87	269	6	14	36	100	110	90							
5	1,500,000	106	325	4	18	69	112	120	108							
6	1,500,000	165	521	13	20	69	160	250	174							
7	1,500,000	186	510	20	46	99	172	215	144							
8	1,500,000	243	713	23	48	126	220	275	264							
9a	1,500,000	175	514	11	44	84	188	200	162							
9b	1,500,000	212	623	18	58	102	196	155	306							
10a	1,500,000	270	920	9	34	141	204	370	432							
10b	1,500,000	680	2,265	29	76	306	760	760	1014							
11	1,500,000	2,401	4,771	611	640	1,731	1,836	1,250	1,104							
	Total	0	0	0	0	0	0	0	0							
	Totals: Staff + Dependent(s)	16,138														
	Basic Premium															
	IT Levy															
	PCF Levy															
	Gross Premium															

Prepared By _____ Authorised By _____

2B

Option 2 Outpatient Price Schedule Form (*Dental Kshs. 20,000 and Optical Kshs. 20,000 sublimit within Outpatient)

Job Grade	Cover Limit Shared Per Family*	No. of Families (Staff)	Dependents	Family Size						Premium Per Shared Limit Per Family						Basic Premium
				M+0	M+1	M+2	M+3	M+4	M+5	M+0	M+1	M+2	M+3	M+4	M+5	
1	150,000	1	1	0	2	0	0	0	0							
2	150,000	4	11	0	0	6	4	5	0							
3a	150,000	7	22	1	0	0	16	0	12							
3b	150,000	34	102	1	8	18	36	55	18							
4	150,000	87	269	6	14	36	100	110	90							
5	100,000	106	325	4	18	69	112	120	108							
6	100,000	165	521	13	20	69	160	250	174							
7	100,000	186	510	20	46	99	172	215	144							
8	100,000	243	713	23	48	126	220	275	264							
9a	100,000	175	514	11	44	84	188	200	162							
9b	100,000	212	623	18	58	102	196	155	306							
10a	100,000	270	920	9	34	141	204	370	432							
10b	100,000	680	2,265	29	76	306	760	760	1014							
11	100,000	2,401	4,771	611	640	1,731	1,836	1,250	1,104							
	Total	0	0	0	0	0	0	0	0							
	Totals: Staff + Dependent(s)	16,138														
	Basic Premium															
	IT Levy															
	PCF Levy															
	Gross Premium															

(*Dental Kshs. 20,000 and Optical kshs. 20,000 **sublimit within** Outpatient)

That Premiums for new members coming on board will be charged as per applicable rate in the category where they belong.

Prepared By _____ Authorised By _____

The Members will be declared as and when appointed

INSURED BOT MEMBERS		PREMIUM (KSHS.)				
#	Family Size (Principal Only)	Inpatient Limit – 2,000,000	Outpatient Limit – 150,000	Dental Limit 50,000	Optical Limit 50,000	Maternity Limit 250,000
Trustee1	M+0					
Trustee1	M+0					
Trustee1	M+0					
Trustee1	M+0					
Trustee1	M+0					
Prepared By _____ Authorised By _____						

Section H: - TENDER TECHNICAL EVALUATION

Stage One: Mandatory Requirements

A. Underwriters' Mandatory Requirements

Underwriter's mandatory requirements in **Section B. 2.3.**

The underwriter must have met the below mandatory requirements in order to proceed to the next stage of the evaluation.

MANDATORY REQUIREMENTS FOR THE UNDERWRITER	
i.	<p>Certified copy of Certificate of Registration under the Companies Act</p> <p>The insurance companies should be companies registered under the Companies Act. The registered office and physical address of the insurance company must be indicated. A copy of the Certificate of Registration /Incorporation must be attached.</p>
ii.	<p>Certified copy of Registration with the Insurance Regulatory Authority for year 2021. The copy must be certified by the office of the regulator of the Insurance Regulatory Authority/Commissioner of Insurance or accompanied by a letter from the Insurance Regulatory Authority/Commissioner of Insurance.</p>
iii.	<p>Certified copy of Registration as member of Association of Kenya Insurers for year 2021. The copy must be certified by the office of the regulator of the Association of Kenya Insurers or accompanied by a letter from the AKI.</p>
iv.	<p>All Tenders must be accompanied by an Original bid security of Kshs. 5,000,000 (Kenya Shillings Five Million only) issued in Kenya Shillings or a freely convertible currency and in the form of Bank guarantee in the prescribed format. The bid security should be issued in Kenya Shillings and must remain valid for one hundred and twenty (120) days from the closing date of the tender.</p>
v.	<p>A copy of valid Tax Compliance Certificate from KRA.</p>
vi.	<p>The Underwriter shall submit a certified copy of CR12 form detailing the shareholding structure of the company issued not older than 6 months from the tender closing date.</p>
vii.	<p>Certified copies of latest audited financial statements for the period ending 2019.</p>
viii.	<p>Premium turnover- Underwriter shall submit documentary evidence indicating that the medical insurance premium underwritten over the last two years (2019 and 2020) is at least Kshs. 2 billion.</p>
ix.	<p>Share capital - Underwriter shall submit documentary evidence indicating that the share capital is at least Kshs. 1 billion.</p>
x.	<p>Fill and submit Self Declaration form that the person/tenderer is not debarred in the matter of the Public Procurement and Asset Disposal Act 2015 as provided in Form 3, in Section I of the Tender Document.</p>

<p>xi. Fill and submit Self Declaration form that the person/tenderer will not engage in any corrupt or fraudulent practice in the matter of the Public Procurement and Asset Disposal Act 2015 as provided in Form 4, in Section I of the Tender Document.</p>
<p>xii. Undertakings by the firm’s Principal Officer</p> <p>a) Statement by the firm’s Principal Officer confirming that all information supplied is accurate and that any material misrepresentation could lead to policy cancellation.</p> <p>b) Statement by the firm’s Principal Officer confirming that all policy exclusions and benefit limitations, if any, have been fully disclosed in the Technical Proposal. Where there are no exclusion, the benefits are covered up to the full Inpatient and Out Patient limits.</p> <p>c) Statement by the firm’s Principal Officer confirming that processing of any claims during the duration of the policy shall not exceed the claims processing period given in Scope of Services.</p> <p>d) The Underwriter will render services to KWS until all the claims that fall under the period of insurance are fully settled.</p>
<p>xiii. Note: Underwriters with any unpaid claims (fully documented and unpaid for more than 21 days as at the tender closing date) with Kenya Wildlife Service will be disqualified.</p>
<p>xiv. The Bid document and any attachments MUST be sequentially paginated and book or tape bound. Mandatory documents must be properly marked and attached to the tender documents.</p>

Stage Two: Technical Evaluation Criteria

1	Relevant Experience of The Underwriting Firm. (Maximum 13)	Scoring Criteria	Max Points	Total
	i) An outline of firms' experience on provision of Medical Underwriting services for the last 10 years.	1 Point for every year of Experience	13	13

2	Underwriter's Group Medical Insurance Current Clients and Numbers and Premium (Maximum 15 points)	Scoring Criteria	Max Points	Total
	i) Number of recommendations letters from current clients in Form 5	0.5 Point for each compliant recommendation letter	10	15
	ii) Cumulative Premium value of current clients in recommendation letters in Form 5	0.5 Point for every Kshs. 80 Million of Annual Premium in compliant recommendations	5	

3	Value Added Services Proposed for the Scheme (Maximum 25 points)	Scoring Criteria	Max Points	Total
	i) Proposed Value Add(s) in the Scheme administration	1 Point for every appropriate VAS proposed	5	25
	ii) Membership Flexibility	15 Points for schemes allowing KWS Associated Employee's (Retirees and Temporary Employees)	15	
	iii) 24 Hrs. Call Centre and Operations	5 Points for satisfactorily demonstrating ability to provide	5	

4	Methodology and Work plan (Maximum 70 points)	Scoring Criteria	Max Points	Total Per Criteria
	The methodology and work plan proposal in total MUST not be more than 10 pages and presented in tabular format with the timelines, person responsible, documentation required clearly spelt out for both outpatient and inpatients cases of must indicate;			
	i. Admission of members into the Scheme and the documentation required from KWS.	2 Points for every detailed narration of Process		
	ii. On-boarding Information required from Kenya Wildlife service at inception of the service and thereafter. (No Photos/Individual Member Proposal Forms)	6 Points "		
	iii. Membership administration/premium on entrants and exits.	2 Points "		
	iv. Membership administration/premium on job grade variation	2 Points "		
	v. Ambulatory services.	2 Points "		
	vi. Medical evacuation.	10 Points for satisfactorily demonstrating ability to provide service	70 Points	70 Points
	vii. Referrals for specialized treatment.	6 Points "		
	viii. Incorporation of KWS recommended medical providers into the underwriter's appointed medical providers.	8 Points "		
	ix. Disclosure on coverage of pre-existing conditions.	2 Points "		
	x. Procedure for overseas treatment and reimbursements.	8 Points "		
	xi. Discharge processes.	6 Points "		
	xii. Reimbursement claims where member incurs medical expenses outside the scheme network.	16 Points "		

5	Network Coverage (Maximum 10 points)	Scoring Criteria	Max Points	Total
i)	Submit letters/contract confirming credit facilities for the last one year (Jan 2020 to Jan 2021) from any three of the following hospitals in Nairobi. Nairobi Hospital Mater Hospital Aga Khan Hospital Gertrude Hospital MP Shah Hospital Karen Hospital Nairobi West Equity Afia Metropolitan South B Hospital	1-3 Letters – 1 Points 4-7 Letters - 2 Points 8-10 Letters - 3 Points	3	10
ii)	Provide a country wide list of approved health providers where you have credit facilities (KWS reserves the right to confirm directly with these providers the existence of credit facilities). The list must include providers from Mombasa and Kisumu counties	1-15 Counties - 1 Points 16-30 Counties - 5 Points OVER 30 Counties – 7 Points	7	

6	Management Of Medical Scheme System Capabilities Required (Maximum 10 points)	Scoring Criteria	Max Points	Total
i)	The Underwriter shall provide proof of ownership/licensing of suitable information management technology	2 Point for proof of Insurance Management Software	2	10
ii)	Proof of IT Software capability	2 Point for each of demonstrated Capability/Function/Modules in the Technical Specifications	8	

7	Group Medical Insurance Cover (Maximum 100 points)	Scoring Criteria [Higher Limits Earn More Points] (Provide a list of all the Exclusions Limit of Cover (In Age, Kshs., amounts, Days, Territorial Limitation and any other aspect of limitation)	Max Points
i)	Pre-existing ,Chronic & HIV Conditions	<i>Limit of Bid Being Evaluated</i> <i>Highest Limit for All Bids under Cri</i> [Higher Limits Earn More Points]	8
ii)	Congenital Conditions	"	1
iii)	Cancer Treatment	"	8
iv)	Inpatient Non Accidental Dental Cover	"	1
v)	Inpatient Non Accidental Optical Cover/ Ophthalmology	"	1
vi)	Lodger fee / Accompanying guardian / parent on a child's admission.	"	6
vii)	Post Hospitalization Benefit	"	5
viii)	Geographical/Territorial Limits of the coverage	"	2
ix)	Newly diagnosed chronic conditions including HIV/AIDS	"	1
x)	Reimbursement Cover for medical treatment given outside the underwriters coverage	"	4
xi)	Post Hospitalization Benefit	"	5
xii)	Emergency caesarean cover	"	4
xiii)	Local Emergency Road & Air Ambulance Service	"	5
xiv)	Room and Board entitlements (Hospital Bed Accommodation)	"	4
xv)	Visits Abroad for scheme members for both duty and pleasure	"	1
xvi)	Psycho-effective / Psychiatric Treatment / Counseling Services	"	4
xvii)	Inpatient dental and optical hospitalization resulting from an accident	"	4
xviii)	General checkups (including PSA and Pap smear)	"	8
xix)	Physiotherapy	"	5
xx)	Pre-term baby definition	"	5
xxi)	Home nursing care	"	5
xxii)	Lenses Limit in Optical	"	5
xxiii)	Inpatient maternity complications	"	5
xxiv)	Any Other Disclosures	"	3
	Total		100

8	Underwriter's Financial stability for the last two years(Maximum 17 points)	Scoring Criteria	Max Points	Total
	i) Calculated Financial Ratios from the Underwriter's Audited Annual Financial statements for 2018 and 2019 Debt Ratio	5 Point for calculated Debt Ratio above 2:1 for each of the two years 3 Point for calculate Debt Ratio between 1.5 and 2:1 for each of the two years	8	17
	ii) Cash Ratio	6 Point for calculated Cash Ratio above 2:1 for each of the two years 3 Point for calculate Cash Ratio between 1.5 and 2:1 for each of the two years	9	

Total Points 260

The pass mark for technical evaluation scores will be **75%**. Only bidders that will have attained this pass mark will have their financial proposals opened for commercial evaluation.

Section I - STANDARD TENDER FORMS

Notes on the standard Forms:

1. Confidential Business Questionnaire Form -This form must be completed by the tenderer and submitted in the tender technical proposal.
2. Tender Bid Security Form - When required by the tender document the Tenderer technical proposal shall provide the tender security in the form included hereinafter.
3. Self-Declaration Form that the person/tenderer is not debarred in the matter of the Public Procurement and Asset Disposal Act 2015 must be completed by the Underwriter and submitted with the tender technical proposal.
4. Self-Declaration Form that the person/tenderer will not engage in any corrupt or fraudulent practice must be completed by the Underwriter and submitted with the tender technical proposal.
5. Client Reference Letter –Underwriter
6. Form of Tender- The form of Tender must be completed by the tenderer and submitted in the financial proposal. It must also be duly signed by duly authorized representatives of the tenderer.
7. Performance security Form - The performance security form should not be completed by the tenderer at the time of tender preparation. Only the successful tenderer will be required to provide performance security in the form provided herein or in another form acceptable to the procuring entity.
8. 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.
9. Price Schedule Form – see Section G of the tender document.

FORM 1. CONFIDENTIAL BUSINESS QUESTIONNAIRE:

A: GENERAL INFORMATION:

1.1 Business/Company Name:.....

1.2 Date of Registration.....

1.3 Postal Address Code Town.....

Tel No

Mobile Phone.....

Email

1.4 Location of business premises:

Street/Road.....Building and

Floor..... Plot No

1.5 Current Trade License No Expiring date

1.6 Who are your Principal Bankers Branch

1.7 Details of business registration: Please complete the relevant section.

Part 1.7 (a) – Sole Proprietor

Your name in full

Are you a Kenya Citizen?..... If not, what is your Nationality

Part 1.8(b) – Partnership/Registered Company

Country of incorporation..... Date.....

	NAME OF PARTNERS/SHARE HOLDERS	NATIONALITY	CITIZENSHIP	OWNERSHIP (SHARES)
1				
2				
3				
4				

Signature

Date.....

OFFICIAL STAMP HERE:

FORM 2. TENDER/BID SECURITY FORM

Whereas..... [Name of the tenderer]

(Hereinafter called “the tenderer”) has submitted its tender dated [Date of submission of tender] for the supply of..... [Name and/or description of the goods] (Hereinafter called “the Tender”).....

KNOW ALL PEOPLE by these presents that WE..... of....., having our registered office at (Hereinafter called “the Bank”), are bound unto..... [Name of procuring entity] (Hereinafter called “the Procuring entity”) in the sum offor which payment well and truly to be made to the said Procuring entity, the Bank binds itself, its successors, and assigns by these presents.

Sealed with the Common Seal of the said Bank this _____ day of ____20__.

THE CONDITIONS of this obligation are:

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

we undertake to pay to the Procuring Entity up to the above amount upon receipt of its first written demand, without the Procuring entity having to substantiate its demand, provided that in its demand the Procuring entity will note that the amount claimed by it is due to it, owing to the occurrence of one or both of the two conditions, specifying the occurred condition or conditions.

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

[Signature/ Stamp of the bank]

FORM 3. SELF DECLARATION. to be filled by Underwriter only

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

I, (Insert Underwriter Name), 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

FORM4 . SELF DECLARATION.*to be filled by Underwriter only*

SELF DECLARATION THAT THE PERSON/TENDERER WILL **NOT ENGAGE** IN ANY CORRUPTOR FRAUDULENT PRACTICE.

I,.....
(Insert Underwriter Name) of P. O. Boxbeing 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 ofinsert name of the Company) who is a Bidder in respect of Tender No.....forinsert tender title/description)for(insert name of the Procuring entity) and duly authorized and competent to make this statement.

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

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

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

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

(Title)

(Signature)

(Date)

Bidder's Official Stamp

FORM 5. CLIENT REFERENCE LETTER

TENDER NO. KWS/OT/HC/32/2020-2021

To: THE DIRECTOR GENERAL

Date __/__/__

KENYA WILDLIFE SERVICE

P.O. BOX 40241-00100, NAIROBI

Dear Sir,

REF: RECOMMENDATION LETTER FOR _____(Underwriter)_____

This is to confirm that _____(Underwriter)_____ of P.O. Box _____ has been our contracted Group Medical Insurance Underwriters in 2020.

Past Performance Evaluation Form

Current approximate annual medial insurance premium	
Last Renewal Month	
Value Added Service offered by the Underwriter	Reimbursement _____ Overseas referral _____ Training _____

Declaration:

I/We, the undersigned state and declare that the above information is correct and that I/we is/are authorized to sign this recommendation letter. In case of any enquiry, please contact the undersigned.

Full Name.....

Signature Title.....

For and on behalf of..... dated this day of the year 2021

Client's / Company's Official Rubber Stamp

Form 7. FORM OF TENDER

Date: _____ Tender N°: _____

To: THE DIRECTOR GENERAL
KENYA WILDLIFE SERVICE
P.O. BOX 40241, NAIROBI

Gentlemen and/or Ladies:

1. Having examined the tender documents including Addendum Nos. [Insert numbers], the receipt of which is hereby duly acknowledged, we, the undersigned, offer to deliver **Comprehensive Group Medical Insurance Cover For Staff and Board Members** underwriting service[s] 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/rates attached herewith and made part of this Tender.

2. We undertake, if our Tender is accepted, to deliver the services as prescribed In the tender document

3. If our Tender is accepted, we will obtain the guarantee of a bank in a sum equivalent to 5 percent of the Contract Price for the due performance of the Contract, in the form prescribed by Kenya Wildlife Service.

4. We agree to abide by this Tender for a period of....[number] days from the date fixed for tender opening of the Instructions to tenderers, and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

5. Until a formal Contract is prepared and executed, this Tender, together with your written acceptance thereof and your notification of award, shall constitute a binding Contract between us.

6. 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

FORM 8. PERFORMANCE SECURITY

To: _____ [Name of the Procuring entity]_____

WHEREAS _____ [name of tenderer]_____ (Hereinafter called “the tenderer”) has undertaken, in pursuance of ___Contract No. ___[reference number of the contract] _____ dated _____ 20____ Provision of _____ [Description services] _____.

(Hereinafter called “the contract”)

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

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

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

This guarantee is valid until the _____ day of 20 _____

Signature and seal of the Guarantors

_____ [name of bank or financial institution] _____

_____ [address] _____

_____ [date] _____

Form 9. CONTRACT FORM

THIS AGREEMENT made the ___ day of ____ 20__ between..... [Name of procurement entity] of ____ [country of Procurement entity] ___ (hereinafter called "the Procuring entity") of the one part and ___ [name of tenderer] ___ of ___ ___ [city and country of tenderer] ___ (hereinafter called "the tenderer") of the other part.

WHEREAS the procuring entity invited tenders for certain Services.
Viz
(Brief description of Services) and has accepted a tender by the tenderer for the Provision of in the sum of..... [contract price in words and figures)
.....

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.:
 - (a) The Tender Form and the Price Schedule submitted by the tenderer;
 - (b) The Schedule of Requirements;
 - (c) The Technical Specifications;
 - (d) The General Conditions of Contract;
 - (e) The Special Conditions of Contract; and
 - (f) The Procuring entity's Notification of award.
3. In consideration of the payments to be made by the Procuring entity to the tenderer as hereinafter mentioned, the tenderer hereby covenants with the Procuring entity to provide Provision of _____ 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 _____ 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.....

Section J: APPENDICES

Appendix (A)

– KWS Offices/Parks/Stations Geographical Distribution Nationally

AREA/REGION	STATION
CENTRAL RIFT	BARINGO/KOIBATEK HELL'S GATE N. PARK ITEN/RIMOI STATION KERICHO STATION LAKE NAKURU N. PARK LONGONOT N. PARK NAIVASHA STATION NAKURU STATION NANDI/BONJOGE STATION NAROK STATION TRANSMARA STATION
COAST	ARABOKO SOKOKE BAOMO COAST REG. HQ GARSEN STATION HOLA STATION KISITE MPUNGUTI MARINE N. PARK KIUNGA MARINE LAMU STATION MALINDI MARINE MOMBASA MARINE N. PARK SHIMBA HILLS N. PARK TANA DELTA TANA RIVER PRIMATE RESERVE WATAMU MARINE
EASTERN	GARISSA STATION IJARA STATION ISIOLO - SEAL UNIT ISIOLO STATION ISIOLO/SAMBURU COMPLEX KORA/MWINGI MERU N. PARK

	MERU STATION
HEADQUARTERS	AIRWING CENTRAL WORKSHOP HEADQUARTERS
KWS LEA – MANYANI	KWS LEA – MANYANI
KWS TRAINING INSTITUTE	KWS TRAINING INSTITUTE
MOUNTAIN	ABERDARE N. PARK EMBU STATION LAIKIPIA STATION MT. KENYA N. PARK MWEA N. RESERVE NYAHURURU STATION RUMURUTI STATION SAMBURU/ MARALA STATION
NORTHERN	MANDERA STATION MARSABIT N. RESERVE MOYALE STATION SIBILOI N. PARK WAJIR STATION
SOUTHERN	AMBOSELI N PARK KAJIADO STATION LIMURU STATION MACHAKOS STATION NAIROBI N. PARK NAIROBI SAFARI WALK NGONG STATION NGURUMANI OL DONYO SABUK
TSAVO	CHYULU HILLS TSAVO EAST N. PARK TSAVO WEST N. PARK
WESTERN	CENTRAL & SOUTH ISALND HOMA BAY STATION KAKAMEGA F. N. RESERVE KAPENGURIA STATION KISUMU STATION KITALE STATION LODWAR STATION MT. ELGON N. PARK NASOLOT N. RESERVE NDERE ISLAND RUMA N. PARK SAIWA SWAMP N. PARK SOUTH TURKANA N RESERVE

Appendix (B)

LIST OF APPROVED HOSPITALS BY AREA

STATION /AREA NAME	NAME OF APPROVED HOSPITAL
MERU STATION	1) Milimani Maternity and Nursing Home 2) Woodland Hospital 3) St. Theresa Mission Hospital Kiirua 4) Consolata Hospital 5) St. Lucies Hospital Chuka
GARISSA STATION	Northgate Hospital LTD Pinnacle Healthcare
MERU N. PARK	1) Nyambene Nursing Home 2) Maua Methodist Hospital 3) Robins Healthcare LTD
KORA/MWINGI N. PARK	1) Tahidi Nursing Home 2) Dosage Medical Centre
ISIOLO STATION	1) Galaxy Hospital LTD 2) Pielistar Health Care LTD 3) Isiolo Medical Centre.
NAIROBI	1) The Nairobi Hospital 2) The Karen Hospital 3) The Mater Hospital 4) Kenyatta National Hospital 5) The Nairobi South Hospital 6) Nairobi West Hospital 7) The Aga Khan Hospital 8) South B Hospital 9) Menelik Hospital 10) Sinai Hospital Rongai 11) Equity Afia 12) Metropolitan Hospital 13) Coptic Hospital 14) West Dental Clinic 15) Komarock Modern Hospital 16) Garlands Medical Center 17) Gertrude's Children Hospital 18) Prime Care Heart Clinic

	19) M.P Shah Hospital
NAROMORU	St. Patrick Hospital
NAROMORU	Naromoru Catholic Dispensary
NANYUKI	Equicell Clinical Services
NANYUKI	Danjós Medical Centre
KARATINA	Jamii Medical Centre
EMBU	Tenri Hospital
EMBU	Embu Children Hospital
EMBU	Outspan Hospital
CHOGORIA	PCEA Chogoria Mission Hospital
CHUKA	St Lucy's Hospital
MERU	Milimani Maternity & Nursing Home
KIIRUA MERU	Kiirua Mission Hospital
NYERI	Outspan Hospital
NYERI	Consolata Mathari Hospital
EMALI	Kilome Maternity And Nursing Home
MAKINDU	Sikh Temple
MAKINDU	Mulatya Memorial
KIBWEZI	Tumaini Maternity And Nursing Home
KAMBU	Good Life Medical Centre
MTITO ANDEI	1) Dawida Maternity And Nursing Home
	2) Sun Opticals
TAVETA	Taveta Medtake Centre
TAVETA	Alfatah Medical Clinic
VOI	Tsavo Comprehensive
VOI	Voi Medical
MACKNON	St. Cornels Medical
VOI	Dr. G.N. Muema
VOI	Tudor Medicals
IKUTHA	Ikutha Faith Nursing
IKUTHA	Ikutha Medicare
MUTOMO	Mutomo Mission Hospital
MUTOMO	Our Lady Of Lourdes
Southern Conservation	1) Nairobi West Hospital 2) South B Hospital 3) Equity Afa 4) Sinai Hospital 5) West Dental 6) Trinity Care 7) Fatima Mission Hospital 8) St. Mary's Mission Hospital 9) Siha Medical Home 10) Garlands

	11) Kenyatta National Hospital 12) Lions Sighteye 13) MP Shah 14) Mater 15) Moi Teaching & Referral Hospital 16) Outspan hospital 17) Menelik Medical Centre 18) Coptic 19) Karen hospital 20) Bishop Kioko Hospital
NAKURU	1) St.Elizabeth Medical Centre
	2) Evans Sunrise Hospital-In-Patient Only
	3) Valley Hospital
	4) Mediheal Hospital -Nkr
NAIVASHA AREA	1) The Poly Clinc Hospital
	2) Mt Longonot Hospital
	3) Ndonyo Medical Center
	4) Westcare Medical Center
	5) South Lake Medical Center
	6) Equity Afia Medical Center Naivasha Branch
KERICHO /BOMET AREA	1) Siloam Hospital
	2) Tenwek Mission Hospital
TRANSMARA STATION	1) Ram Hospital Kisii.
	2) Hema Hospital Kisii.
	3) Aga Khan Hospital Kisii.
	4) St.Joseph Mission Hospital Kilgoris.
NANDI/KAPSABET	1) Mother Francisca Mission Hospital
	2) Meswo Medical Services
ITEN STATION	1) Mediheal Hospital And Fertility Center
	2) Moi Teaching And Referral Hospital(Memorial Wing)
	3) St .Lukes Orthopedic And Trauma Hospital

	4) Iten Health Care (Glory Chemist)
KABARNET/BARINGO	1) Tionybei Chemist Medical Clinic And Diagnostic Lab.
	2) Kabarnet Faith Clinic
	3) Mercy Mission Hospital
NAROK STATION	1) Shepherd Hospital
	2) Tenwek Mission Hospital
	3) Narok County Referral Hospital