



**NATIONAL SOCIAL SECURITY FUND  
SOCIAL SECURITY HOUSE NAIROBI  
P.O BOX 30599 – 00100  
NAIROBI**

**TENDER NO. 08/2020-2021**

**PROVISION OF ADMINISTRATION SERVICES  
FOR SELF FUNDED STAFF MEDICAL SCHEME  
FOR THE YEAR 2020 - 2021**

**(AUGUST 2020)**

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**SECTION I**

**TENDER NOTICE**

**NSSF TENDER NO. 09/ 2020-2021:  
PROVISION OF ADMINISTRATION SERVICES FOR SELF FUNDED STAFF  
MEDICAL SCHEME**

The National Social Security Fund (NSSF) invites interested and eligible Medical Insurance Underwriters to submit sealed tenders for Provision of Fund Management Services for Self-Funded Staff Medical Scheme.

Tender documents detailing the requirements may be obtained from Procurement Office, NSSF Building, Block A, Western Wing, 9<sup>th</sup> Floor, along Bishops Road, Nairobi upon payment of Kenya Shillings One Thousand (Kes 1,000/=) non-refundable fee at the Cash Office on Podium Floor, Western Wing, Block 'A' Social Security House – Nairobi. Alternatively, the documents may be downloaded from the website [www.nssf.or.ke](http://www.nssf.or.ke) or <http://supplier.treasury.go.ke> **free of charge**. Interested bidders who download the documents should send their particulars immediately through email [procurement@nssfkenya.co.ke](mailto:procurement@nssfkenya.co.ke) for registration purposes before the tender closing date. Further, all prospective bidders are advised to visit the website regularly to check any updates or addenda that may be issued.

Completed tender documents in plain sealed outer envelope enclosing separately sealed envelopes (in “original” and “copy” properly bound) ALL clearly marked **NSSF Tender No. 08/2020-2021 – Provision of Administration Services for Self-Funded Staff Medical Scheme** as per instructions in the tender documents and addressed to:

**The Managing Trustee  
National Social Security Fund  
P.O. Box 30599-00100  
NAIROBI**

should be deposited in the box on 2<sup>nd</sup> Floor, Reception Area, Block “A”, Western Wing, Social Security House, Nairobi on or before **12.00 p.m. local time on 15<sup>th</sup> September, 2020**. Tenders will be opened immediately thereafter in the Seminar Room, 4<sup>th</sup> Floor, Social Security House, Block “A”, Western Wing, Nairobi in the presence of bidders representatives who choose to attend.

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

### **2.1. Eligible Tenderers**

- 2.1.1 This Invitation for Tenders is open to Medical Insurance Providers. Successful tenderers shall provide the services required for the stipulated duration from the date of commencement (hereinafter referred to as the term) specified in the tender documents.
- 2.1.2 NSSF's employees, Board of Trustees and their relatives (spouse and children) are not eligible to participate in the tender unless where specially allowed under section 131 of the Act.
- 2.1.3 Tenderers shall provide the qualification information statement that the tenderer (including all members of a joint venture and subcontractors) is not associated, or have been associated in the past, directly or indirectly, with a firm or any of its affiliates which have been engaged by the NSSF to provide consulting services for the preparation of the design, specifications, and other documents to be used for the procurement of the services under this Invitation for tenders.
- 2.1.4 Tenderers involved in corrupt or fraudulent practices or debarred from participating in public procurement shall not be eligible.

### **2.2 Cost of Tendering**

- 2.2.1 The Tenderer shall bear all costs associated with the preparation and submission of its tender, and the NSSF, will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the tendering process
- 2.2.2 The price to be charged for the tender document shall be Kshs.1, 000/=. However, interested bidders may download it from the website free of charge.
- 2.2.3 NSSF shall allow the tenderer to review the tender document free of charge before purchase.

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

- 2.3.1 The tender documents comprise the documents listed below and addenda issued in accordance with clause 2.5 of these instructions to tenderers.
- a) Instructions to Tenderers
  - b) General Conditions of Contract
  - c) Special Conditions of Contract
  - d) Schedule of Requirements
  - e) Details of Insurance Cover
  - f) Form of Tender
  - g) Price Schedules
  - h) Contract Form
  - i) Confidential Business Questionnaire Form
  - j) Tender security Form

- k) Performance security Form
  - l) Insurance Company's Authorization Form
  - m) Declaration Form
- 2.3.2 The Tenderer is expected to examine all instructions, forms, terms and specifications in the tender documents. Failure to furnish all information required by the tender documents or to submit a tender not substantially responsive to the tender documents in every respect will be at the tenderers risk and may result in the rejection of its tender.

## **2.4 Clarification of Tender Documents**

- 2.4.1 A Candidate making inquiries of the tender documents may notify the NSSF by post, fax or by email at the NSSF's address indicated in the Invitation for Tenders. The NSSF will respond in writing to any request for clarification of the tender documents, which it receives not later than seven (7) days prior to the deadline for the submission of the tenders, prescribed by the NSSF. Written copies of the NSSF response (including an explanation of the query but without identifying the source of inquiry) will be sent to all candidates who have received the tender documents.
- 2.4.2 NSSF shall reply to any clarifications sought by the tenderer within 3 days of receiving the request to enable the tenderer to make timely submission of its tender.
- 2.4.3 Preference where allowed in the evaluation of tenders shall not exceed 15%

## **2.5 Amendment of Tender Documents**

- 2.5.1 At any time prior to the deadline for submission of tenders, the NSSF, for any reason, whether at its own initiative or in response to a clarification requested by a prospective tenderer, may modify the tender documents by issuing an addendum.
- 2.5.2 All prospective tenderers who have obtained the tender documents will be notified of the amendment by post, fax or email and such amendment will be binding on them.
- 2.5.3 In order to allow prospective tenderers reasonable time in which to take the amendment into account in preparing their tenders, the NSSF, at its discretion, may extend the deadline for the submission of tenders.

## **2.6 Language of Tenders**

- 2.6.1 The tender prepared by the tenderer, as well as all correspondence and documents relating to the tender exchanged by the tenderer and the NSSF, shall be written in English language. Any printed literature furnished by the tenderer may be written in another language provided they are accompanied by an accurate English translation of the relevant passages in which case, for purposes of interpretation of the tender, the English translation shall govern.

## **2.7. Documents Comprising the Tender**

- 2.7.1 The tender prepared by the tenderer shall comprise the following components:
- a) A Tender Form and a Price Schedule completed in accordance with paragraph 2.8, 2.9 and 2.10 below
  - b) Documentary evidence established in accordance with paragraph 2.1.2 that the tenderer is eligible to tender and is qualified to perform the contract if its tender is accepted;
  - c) Tender security furnished in accordance with paragraph 2.12 (if applicable)
  - d) Declaration Form.

## **2.8. Form of Tender**

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

## **2.9. Tender Prices**

- 2.9.1 The tenderer shall indicate on the form of tender and the appropriate Price Schedule the unit prices and total tender price of the services it proposes to provide under the contract.
- 2.9.2 Prices indicated on the Price Schedule shall be the cost of the services quoted including all customs duties, VAT and other taxes payable.
- 2.9.3 Prices quoted by the tenderer shall remain fixed during the Term of the contract unless otherwise agreed by the parties. A tender submitted with an adjustable price quotation will be treated as non-responsive and will be rejected, pursuant to paragraph 2.20.5

## **2.10. Tender Currencies**

Prices shall be quoted in Kenya Shillings

## **2.11. Tenderers Eligibility and Qualifications**

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

The documentary evidence of the tenderer's qualifications to perform the contract if its tender is accepted shall establish to the NSSF's satisfaction that the tenderer has the financial and technical capability necessary to perform the contract.

## **2.12. Tender Security**

- 2.12.1 The tenderer shall furnish, as part of its tender, a tender security for the amount and form specified in the Appendix to Instructions to Tenderers.
- 2.12.2 The tender security shall be **Kenya Shillings Two Hundred Thousand valid for at least 120 days from date of tender opening.**

- 2.12.3 The tender security is required to protect the NSSF against the risk of Tenderer's conduct which would warrant the security's forfeiture, pursuant to paragraph 2.12.7
- 2.12.4 The tender security shall be denominated in Kenya Shillings or in another freely convertible currency, and shall be in the form of a bank guarantee or a bank draft issued by a commercial bank holding a current licence from the Central Bank of Kenya, in the form provided in the tender documents or any other form acceptable to NSSF and valid for thirty (30) days beyond the validity date of the tender
- 2.12.5 Any tender not secured in accordance with paragraph 2.12.1. and 2.12.3 shall be rejected by the NSSF as non-responsive, pursuant to paragraph 2.20.5
- 2.12.6 Unsuccessful Tenderer's tender security will be discharged or returned as promptly as possible but not later than thirty (30) days after the expiration of the period of tender validity
- 2.12.7 The successful Tenderer's tender security will be discharged upon the tenderer signing the contract, pursuant to paragraph 2.29, and furnishing the performance security, pursuant to paragraph 2.30
- 2.12.8 The tender security may be forfeited:
- (a) If a tenderer withdraws its tender during the period of tender validity.
  - (b) In the case of a successful tenderer, if the tenderer fails:  
To sign the contract in accordance with paragraph 2.28 or to furnish performance security in accordance with paragraph 2.29
  - (c) If the tenderer reject correction of an arithmetic error in the tender.

## 2.13 **Validity of Tenders**

- 2.13.1 Tenders shall remain valid for 90 days after date of tender opening pursuant to paragraph 2.18. A tender valid for a shorter period shall be rejected by the NSSF as non-responsive.
- 2.13.2 In exceptional circumstances, the NSSF may solicit the Tenderer's consent to an extension of the period of validity. The request and the responses thereto shall be made in writing. The tender security provided under paragraph 2.12 shall also be suitably extended. A tenderer granting the request will not be required nor permitted to modify its tender.

## 2.14. **Format and Signing of Tenders**

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

- 2.14.2 The original and all copies of the tender shall be typed or written in indelible ink and shall be signed by the tenderer or a person or persons duly authorized to bind the tenderer to the contract. All pages of the tender, except for un-amended printed literature, shall be initialed by the person or persons signing the tender.
- 2.14.3 The tender shall have no interlineations, erasures, or overwriting except as necessary to correct errors made by the tenderer, in which case such corrections shall be initialed by the person or persons signing the tender.

## **2.15 Sealing and Marking of Tenders**

- 2.15.1 The tenderer shall seal the original and the copy of the tender in separate envelopes, duly marking the envelopes as “**NSSF Tender No. 08/2020-2021 – Provision of Administration Services for Self-Funded Staff Medical Scheme**” “ORIGINAL TENDER” and “COPY OF TENDER”. The envelopes shall then be sealed in an outer envelope.
- 2.15.2 The inner and outer envelopes shall:
- (a) Be addressed to the NSSF at the address given in the Invitation to Tender.
  - (b) Bear tender number and name in the invitation to tender and the words, “**DO NOT OPEN BEFORE 15<sup>th</sup> September, 2020 at 12.00 pm local time.**”
- 2.15.3 The inner envelopes shall also indicate the name and address of the tenderer to enable the tender to be returned unopened in case it is declared “late”.
- 2.15.4 If the outer envelope is not sealed and marked as required by paragraph 2.15.2, the NSSF will assume no responsibility for the tender’s misplacement or premature opening.

## **2.16 Deadline for Submission of Tenders**

- 2.16.1 Tenders must be received by the NSSF at the address specified under paragraph 2.15.2 not later than **15<sup>th</sup> September, 2020 at 12.00 pm local time.**
- 2.16.2 NSSF may, at its discretion, extend this deadline for the submission of tenders by amending the tender documents in accordance with paragraph 2.5.3 in which case all rights and obligations of the NSSF and tenderers previously subject to the deadline will thereafter be subject to the deadline as extended.
- 2.16.3 Bulky tenders which will not fit the tender box shall be received by the NSSF as provided for in the appendix on page 14.



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

- 2.17.1 The tenderer may modify or withdraw its tender after the tender's submission, provided that written notice of the modification, including substitution or withdrawal of the tenders, is received by the NSSF prior to the deadline prescribed for submission of tenders.
- 2.17.2 The tenderer's modification or withdrawal notice shall be prepared, sealed, marked and dispatched in accordance with the provisions of paragraph 2.15. A withdrawal notice may also be sent by fax or email but followed by a signed confirmation copy, postmarked not later than the deadline for submission of tenders.
- 2.17.3 No tender may be modified after the deadline for submission of tenders.
- 2.17.4 No tender may be withdrawn in the interval between the deadline for submission of tenders and the expiration of the period of tender validity. Withdrawal of a tender during this interval may result in the Tenderer's forfeiture of its tender security, pursuant to paragraph 2.12.7.

## **2.18 Opening of Tenders**

- 2.18.1 The NSSF will open all tenders in the presence of tenderers' representatives who choose to attend, after **12.00 pm on 15<sup>th</sup> September, 2020** and in the location specified in the invitation for tenders. The tenderers' representatives who are present shall sign a register evidencing their attendance.
- 2.18.2 The tenderers' names, tender modifications or withdrawals, tender prices, discounts, and the presence or absence of requisite tender security and such other details as NSSF, at its discretion, may consider appropriate, will be announced at the opening.
- 2.18.3 NSSF will prepare minutes of the tender opening, which will be submitted to tenderers that signed the tender opening register and will have made the request.

## **2.19 Clarification of Tenders**

- 2.19.1 To assist in the examination, evaluation and comparison of tenders the NSSF may, at its discretion, ask the tenderer for a clarification of its tender. The request for clarification and the response shall be in writing, and no change in the prices or substance of the tender shall be sought, offered, or permitted.
- 2.19.2 Any effort by a tenderer to influence NSSF in the tender evaluation, tender comparison or contract award decisions shall result in the rejection of the tenderer's bid.

## **2.20 Preliminary Examination and Responsiveness**

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

2.20.2 Arithmetical errors will be rectified on the following basis.

(a) If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail, and the total price shall be corrected.

(b) If the candidate does not accept the correction of the errors, its tender will be rejected, and its tender security forfeited.

(c) If there is a discrepancy between words and figures, the amount in words will prevail

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

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

2.20.5 If a tender is not substantially responsive, it will be rejected by the NSSF and may not subsequently be made responsive by the tenderer by correction of the non-conformity.

## **2.21. Conversion to single currency**

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

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

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

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

(a) Operational plan proposed in the tender;

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

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

(a) Operational Plan

(i) NSSF requires that the services under the Invitation for Tenders shall be performed at the time specified in the Schedule of Requirements. Tenders

offering to perform longer than the NSSF's required delivery time will be treated as non-responsive and rejected.

#### 2.22.4 Deviation in payment schedule

Tenderers shall state their tender price for the payment on schedule outlined in the special conditions of contract. Tenders will be evaluated on the basis of this base price. Tenderers are, however, permitted to state an alternative payment schedule and indicate the reduction in tender price they wish to offer for such alternative payment schedule. The NSSF may consider the alternative payment schedule offered by the selected tenderer.

2.22.5 The tender evaluation committee shall evaluate the tender within 30 days from the date of opening the tender.

### **2.23. Contacting NSSF**

2.23.1 Subject to paragraph 2.19 no tenderer shall contact the NSSF on any matter relating to its tender, from the time of the tender opening to the time the contract is awarded.

2.23.2 Any effort by a tenderer to influence the NSSF in its decisions on tender evaluation, tender comparison, or contract award shall result in the rejection of the Tenderers' tender.

### **2.24 Post-qualification**

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

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

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

### **2.25 Award Criteria**

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

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

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

## **2.26 NSSF's Right to accept or Reject any or all Tenders**

- 2.26.1 The NSSF 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 NSSF's action. If the NSSF determines that none of the tenders is responsive, the NSSF shall notify each tenderer who submitted a tender.
- 2.26.2 The NSSF shall give prompt notice of the termination to the tenderers and on request give its reasons for termination within 14 days of receiving the request from any tenderer.
- 2.26.3 A tenderer who gives false information in the tender document about its qualification or who refuses to enter into a contract after notification of contract award shall be considered for debarment from participating in future public procurement.

## **2.27 Notification of Award**

- 2.27.1 Prior to the expiration of the period of tender validity, the NSSF will notify the successful tenderer in writing that its tender has been accepted.
- 2.27.2 The notification of award will signify the formation of the contract subject to the signing of the contract between the tenderer and the NSSF pursuant to clause 2.9. Simultaneously the other tenderers shall be notified that their tenders were not successful.
- 2.27.3 Upon the successful Tenderer's furnishing of the performance security pursuant to paragraph 2.29 the NSSF will promptly notify each unsuccessful Tenderer and will discharge its tender security, pursuant to paragraph 2.12

## **2.28 Signing of Contract**

- 2.28.1 At the same time as the NSSF notifies the successful tenderer that its tender has been accepted, the NSSF will simultaneously inform the other tenderers that their tenders have not been successful.
- 2.28.2 Within fourteen (14) days of receipt of the Notification of Award, the successful tenderer shall sign and date the acceptance of award and return it to the NSSF.
- 2.28.3 The contract will be definitive upon its signature by the two parties.

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

## **2.29 Performance Security**

2.29.1 The successful tenderer shall furnish the performance security in accordance with the Conditions of Contract, in a form acceptable to the NSSF.

2.29.2 Failure by the successful tenderer to comply with the requirement of paragraph 2.29 or paragraph 2.30.1 shall constitute sufficient grounds for the annulment of the award and forfeiture of the tender security, in which event the NSSF may make the award to the next lowest evaluated tender or call for new tenders.

## **2.30 Corrupt or Fraudulent Practices**

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

2.30.2 The NSSF will reject a proposal for award if it determines that the tenderer recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question. Further a tenderer who is found to have indulged in corrupt or fraudulent practices risks being debarred from participating in public Procurement in Kenya.

**APPENDIX TO INSTRUCTIONS TO TENDERERS**

The following information for the procurement of Fund Management Services for Self -Funded Staff Medical Scheme shall complement, supplement, or amend, the provisions on the instructions to tenderers. Wherever there is a conflict between the provisions of the instructions to tenderers and the provisions of the appendix, the provisions of the appendix herein shall prevail over those of the instructions to tenderers.

<b>Instruction to tender reference</b>	<b><i>Particulars of Appendix to instructions to tenderers</i></b>
2.1	Eligible tenderers shall be Kenyan registered Medical Insurance Providers only with valid operation license issued by Insurance Regulatory Authority (IRA) – Kenya.
2.4.3	Preference is not applicable
2.14.2	The number of copies to be submitted shall be two (one original and one copy) properly bound.
2.12.2	Tender security shall be a Bid Bond of Kenya Shillings two hundred thousand ( <b>Kes. 200,000/=</b> ) valid for at least 120 days from the closing date of the tender issued by a reputable bank in Kenya or an Insurance Co. approved by PPOA ( <b>NB must not be issued by the bidding firm itself</b> ).
2.15.2 (b)	The tender shall be closing on <b>15<sup>th</sup> September, 2020</b> at 12.00 pm local time
2.16.1	Not later than 12.00 pm local time on <b>15<sup>th</sup> September, 2020</b>
2.16.3	Bulky tender documents shall be received in properly sealed envelopes as per instruction at the Procurement Manager’s office on 9 <sup>th</sup> Floor; and entered in a register for receipt of bulk documents and signed for by the delivering person provided they are delivered earlier than one (1) hour before the closing time, after which the tenderer shall be required to place the tender documents at the tender box designated area.
2.18.1	After 12.00 pm local time on <b>15<sup>th</sup> September, 2020</b>
2.20 & 2.22	In addition, the evaluation criteria provided in the special conditions of contract shall be taken into account.

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

### **3.1. Definitions**

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

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

### **3.2. Application**

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

### **3.3. Standards**

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

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

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

- 3.4.2 The Contractor shall not, without the NSSF's prior written consent, make use of any document or information enumerated in paragraph 2.4.1 above.
- 3.4.3 Any document, other than the Contract itself, enumerated in paragraph 2.4.1 shall remain the property of the NSSF and shall be returned (all copies) to the NSSF on completion of the contract's or performance under the Contract if so required by the NSSF.

### **3.5. Patent Rights**

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

### **3.6 Performance Security**

- 3.6.1 Within twenty eight (28) days of receipt of the notification of Contract award, the successful tenderer shall furnish to the NSSF the performance security where applicable in the amount specified in SCC
- 3.6.2 The proceeds of the performance security shall be payable to the NSSF as compensation for any loss resulting from the Tenderer's failure to complete its obligations under the Contract.
- 3.6.3 The performance security shall be denominated in the currency of the Contract, or in a freely convertible currency acceptable to the NSSF and shall be in the form of:
- a) Cash.
  - b) A bank guarantee.
  - c) Letter of credit.
- 3.6.4 The performance security will be discharged by the NSSF and returned to the tenderer not later than thirty (30) days following the date of completion of the Contractor's performance of obligations under the Contract, including any warranty obligations, under the Contract.

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

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

### **3.8. Payment**

- 3.81. The method and conditions of payment to be made to the contractor under this Contract shall be specified in SCC.
- 3.82. Payment shall be made promptly by the NSSF, but in no case later than thirty (30) days after submission of an invoice or claim by the contractor.

### **3.9. Prices**



- 3.9.1 Prices charged by the contractor for Services performed under the Contract shall not, with the exception of any price adjustments authorized in SCC vary from the prices quoted by the tenderer in its tender or in the NSSF's request for tender validity extension as the case may be. No variation in or modification to the terms of the contract shall be made except by written amendments signed by the parties.
- 3.9.2 Contract price variations shall not be allowed for contracts not exceeding one year (12 months).
- 3.9.3 Where contract price variation is allowed the variation shall not exceed 10% of the original contract price.
- 3.9.4 Price variation requests shall be processed by the NSSF within 30 days of receiving the request.

### **3.10. Assignment**

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

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

- 3.11.1 The NSSF may, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the Contractor terminate this Contract in whole or in part:
- (a) if the Contractor fails to provide any or all of the services within the period(s) specified in the Contract, or within any extension thereof granted by the NSSF.
  - (b) If the Contractor fails to perform any other obligation(s) under the Contract
  - (c) If the Contractor in the judgment of the NSSF has engaged in corrupt or fraudulent practices in competing for or in executing the contract
- 3.11.2 In the event the NSSF terminates the contract in whole or in part, it may procure, upon such terms and in such manner as it deems appropriate, services similar to those undelivered and the Contractor shall be liable to the NSSF for any excess costs for such similar services. However the contractor shall continue performance of the contract to extent not terminated.

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

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

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

- 3.13.1 The NSSF by written notice sent to the contractor, may terminate the contract in whole or in part, at any time for its convenience. The notice of termination shall specify that the termination is for the procuring entity's convenience, the extent to which performance of the contract is terminated and the date on which such termination becomes effective.
- 3.13.2 For the remaining part of the contract after termination the NSSF may elect to cancel the services and pay to the contractor an agreed amount for partially completed services.

### **3.14 Resolution of Disputes**

- 3.14.1 The NSSF and the contractor shall make every effort to resolve amicably by direct informal negotiations and disagreement or disputes arising between them under or in connection with the contract.
- 3.14.2 If after thirty (30) days from the commencement of such informal negotiations both parties have been unable to resolve amicably a contract dispute either party may require that the dispute be referred for resolution to the formal mechanisms specified in the SCC.

### **3.15. Governing Language**

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

### **3.16. Applicable Law**

- 3.16.1 The contract shall be interpreted in accordance with the laws of Kenya.

### **3.17 Force Majeure**

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

### **3.18 Notices**

- 3.1.1 Any notices given by one party to the other pursuant to this contract shall be sent to the other party by post or by Fax or Email and confirmed in writing to the other party's address specified in the SCC.
- 3.1.2 A notice shall be effective when delivered or on the effective date of the notice, whichever is later.

## SECTION IV - SPECIAL CONDITIONS OF CONTRACT

### 4.1 INTRODUCTION

Special Conditions of Contract shall supplement the General Conditions of Contract. Whenever there is a conflict, the provisions herein shall prevail over those in the General Conditions of Contract.

### 4.20 TENDERING NOTES

- 4.2.1 The Tenderer is required to check the number of pages and should any is found to be missing or in duplicate or the figure or writing indistinct, the Fund must be inform at once and have the same rectified.
- 4.2.2 Should the Tenderer be in doubt about the prices, meaning of any item, word or figure for any reason whatsoever or observe any apparent omission of words or figures, he must inform the Fund in order that the correct meaning may be decided upon before the date for submission of the Tender.
- 4.2.3 No liability whatsoever will be admitted nor is claim allowed in respect of errors in the Tenderer's Tender due to mistakes which should have been rectified in the manner described above.
- 4.2.4 It is the sole responsibility of the tenderer to ensure all the documents submitted are well bounded, serialised and the Fund shall not take any responsibility or liability for any loss or misplacement of loose documents.
- 4.2.5 The Tenderer shall not alter or otherwise qualify the text of this Tender Document. Any alteration or qualification made without authority will be ignored and the text of the Tender Document as printed will be adhered to.
- 4.2.6 The Tenderer shall ensure that the conditions set out below are met in full. Failure to provide the same shall lead to rejection of the tender.
- 4.2.7 The contracted firm shall be required to demonstrate honesty and integrity in handling and delivery of the required services within the stipulated time. They shall also be required to exhibit professionalism through prompt response to queries on policy wording and interpretation. ***Please note that this will form part of NSSF's assessment on performance through the contract period and failure to meet the above may jeopardise future business with NSSF.***
- 4.2.8 The tender is open to Insurance Underwriters only.

### **4.3.0 EVALUATION CRITERIA**

#### **STAGE ONE**

##### **4.3.1 Preliminary evaluation of open tenders**

The evaluation committee shall first conduct a preliminary evaluation to determine whether:

- (a) the tender has been submitted in the required format;
- (b) tender security submitted is in the required form, amount and validity period;
- (c) the tender has been signed by the person lawfully authorised to do so;
- (d) two copies ( i.e. original and one copy) of the tender have been submitted;
- (e) the tender is valid for the period required;

##### **4.3.2 Statutory / Mandatory requirements**

1. Valid KRA Tax compliance certificate
2. Valid NSSF Compliance Certificate
3. List of Directors with respective shareholding & details of citizenship.
4. Audited Accounts for the last two years (i.e. within the period of 2017 to 2019 which must be signed by the auditor and the director.
5. Certificate of Company Registration under the Companies Act, Cap 486 and in existence for at least five (5) years.
6. Must be registered with the Insurance Regulatory Authority for the current year 2020 and a copy of the current license shall be submitted.
7. Must attach a copies of membership certificate for the last three years with Association of Kenya Insurers (AKI) or Medical Insurance Providers Association of Kenya (MIPAK).
8. Evidence/proof of operating Medical Insurance business for at least three (3) years.
9. Bid Bond of Kenya Shillings two hundred thousand (Kes. 200,000/=) valid for at least 120 days from the closing date of the tender issued by a reputable bank in Kenya or an Insurance Co. approved by PPOA (**NB must not be issued by the bidding firm itself**).
10. Company profile and key staff CVs including at least one qualified medical professional.
11. Must have a valid Professional Indemnity Insurance Cover and a copy be submitted of up to **Ksh.200M.**

**Tenders which do not satisfy any of the above requirements shall be rejected at this stage.**

#### **STAGE TWO**

##### **4.3.3 Technical Evaluation requirements**

###### **(a) Key Personnel Qualifications and Experiences**

List / provide at least four (4) key professional staff with specific portfolio/task each with the following minimum qualification and experience:

- i). Principal Officer / Contract Manager must have a minimum of Undergraduate (Bachelor) degree in insurance or related field plus an Associate of the Chartered Insurance Institute or equivalent [attach copies of qualification certificates ] with not less than ten years' experience as a senior manager in the insurance industry – **(Yes/No)**
- ii). The other must have a minimum of three (3) a Diploma of the Chartered Insurance Institute (Provide proof of membership for the association) and a minimum of three (3) qualified clinical officers (care and case managers) staff who will handle the

- medical claims and related administrative services (attach relevant Certificates and valid Practising License for each staff) – **(Yes/No)**;
- iii). Certified CVs signed by both the employer and the employee – **(Yes/No)**

**b) Company’s Past Experience**

The company must have successfully offered Medical Insurance Services (out-patient and in-patient) to at least 4 large corporate clients with at least one thousand (1000) employees each that can best demonstrate past experience in providing similar services (Medical Insurance Provide details of client as below:

- i. Names and address { **Yes/No** },
- ii. Contact persons { **Yes/No** }
- iii. Each client with not less than one thousand employees (1000) { **Yes/No** }
- iv. Attach any evidence like letters of engagement, Contract award etc from the said clients { **Yes/No** }

**c) Business Support –**

- i. Highest business volumes handled in the last three (3) years related to Medical Insurance **(Yes/No)**
  - At least Kes. 500 million – **Yes/No**
- ii. Current ratio of at least 1:1 - **Yes/No**
- iii. Tenderers’ appointed Bankers -**Yes/No**
- iv. Information regarding any litigation, current or during the last five years, in which the tenderer is involved, the parties concerned and disputed amount. If none, state so – **Yes/No**
- v. Additional Benefits: Outline the Additional benefits to the cover over and above NSSF’s minimum terms of reference-**Yes/No**

**d) Recommendation Letters**

- i. Attach at least three recommendation letters from clients where you have successfully offered medical insurance services - **Yes/No**
- ii Submit ten (10) recommendation letters signed from 10 major hospitals accepting the use of your insurance card

**(The recommendation letters must be current, issued in the year 2020, Due diligence may be carried to confirm this)**

**Note:**

**Tenderers must score yes in all the above requirement to qualify to proceed to stage three for financial/quotation comparisons.**

4.3.4. **STAGE THREE**

Financial Comparison and checking for arithmetic errors if any and ranking of the bidders.

4.3.5. **RECOMMENDATIONS**

The bidder that presents the lowest priced bid among the qualified bidders shall be deemed to be the lowest evaluated tenderer (s) and shall be recommended for award of the contract for the respective lot.

**4.4 Special Conditions of Contract as relates to the General Conditions of Contract**

Reference of general conditions of contract	Special condition of contract
3.6 Performance security	Shall be a guarantee issued by a reputable bank covering the total Medical Fund deposited with the contracted service provider.
3.7 Delivery of Services	Shall be Management of Staff Medical Scheme effective from the date indicated in the signed contract for one year with a possibility of renewal for additional two years subject to satisfactory performance.
3.8 Payment	a) Monthly / quarterly upon satisfactory delivery of services <b>or</b> as shall be agreed.  b) A deposit equivalent to an estimated quarterly or semi-annual expenditure of the Staff Medical Fund may be deposited to the service provider upon execution of the contract and periodic reimbursements made based on consumption (as may be agreed during negotiations).
3.16 Applicable law	Shall be the laws of Kenya
3.18 Notices	<b>The Managing Trustee National Social Security Fund P.O. Box 30599 NAIROBI.</b>

**4.5. Delivery Period**

The contract period is 1 year from commencement date which is expected to be **1<sup>st</sup> Sept 2020**. However, it may be renewed for the 2<sup>nd</sup> year and 3<sup>rd</sup> year subject to good performance by the service provider. The procuring entity however reserves the right to terminate the contract at any stage on the basis of poor performance by the contracted service provider as per the terms that shall be set out in the contract.

## **SECTION V: - SCHEDULE OF REQUIREMENTS**

### **5.0 BACKGROUND**

5.1 The National Social Security Fund (NSSF) has a workforce of 1226 employees distributed in various stations within Kenya. Currently the Fund provides an in-house medical scheme that covers both in-patient and out-patient medical services to its employees and their dependants through approved Hospitals and Doctors spread throughout the country.

NSSF intends to outsource Management of the staff Medical Scheme to a self-Funded scheme, administered by a third party, for both inpatient and outpatient services. The main objective is to enhance efficiency in the scheme management in order to realize substantial cost savings.

### **SCOPE OF SERVICES REQUIRED**

The services to be offered by the Medical Scheme Manager include but are not limited to the following:

#### **1. Administration Services**

- a) Negotiating favourable rates with medical providers i.e. Hospitals, Consulting Doctors and other related medical service providers that are well spread across the country
- b) Management of the entire employee medical claims and service processes
- c) Receiving of claims
- d) Claims processing
- e) Reconciliation of records and periodic submission of accounts reports to the NSSF as shall be agreed.

#### **2. Care Management**

- a) Managing Pre-authorization for treatment
- b) Coordinating Hospitalization of beneficiaries
- c) Undertaking Clinical follow ups
- d) Carrying out Patient visits
- e) Patient Discharge management
- f) Outpatient treatment follow-up after hospitalization
- g) Facilitating health talks to staff periodically.



Bidders are expected to demonstrate satisfactory management and execution plan on how they intend to provide the required services.

**5.2 CURRENT MEDICAL SCHEME PROVISIONS**

The Fund currently operates a medical scheme that covers both outpatient and inpatient treatment for employees and their eligible dependants as follows:

- a) Inpatient Medical Cover - NSSF meets 100% of the inpatient medical expenses (less N.H.I.F rebate) subject to the employee’s entitlement.
- b) Outpatient Medical Cover – NSSF meets 100% of the outpatient medical expenses subject to the employee’s entitlement.

<b>IN - PATIENT MEDICAL COVER</b>								
<b>POPULATION DISTRIBUTION OF MEMBERS OF STAFF AND THEIR DEPENDANTS</b>								
<b>PRINCIPAL MEMBER AND THEIR DEPENDANTS</b>								
<b>Limit in Kshs</b>	<b>M</b>	<b>M + 1</b>	<b>M +2</b>	<b>M + 3</b>	<b>M + 4</b>	<b>M + 5</b>	<b>M + 6++</b>	<b>TOTAL</b>
2,000,000				1				4
1,500,000								
1,000,000	2		5	3	2	1		45
900,000	79	101	97	159	126	46	22	2,275
800,000	69	104	117	142	114	51	33	2,336
<b>TOTAL</b>	150	205	219	305	242	98	55	4,660

<b>OUT - PATIENT MEDICAL COVER</b>									
<b>POPULATION DISTRIBUTION OF MEMBERS OF STAFF AND THEIR DEPENDANTS</b>									
<b>PRINCIPAL MEMBER AND THEIR DEPENDANTS</b>									
<b>Grade</b>	<b>Limit in Kes</b>	<b>M</b>	<b>M + 1</b>	<b>M + 2</b>	<b>M + 3</b>	<b>M + 4</b>	<b>M + 5</b>	<b>M + 6 ++</b>	<b>Total</b>
1	200,000				1				4
2	150,000								
3 & 4	140,000	2		5	3	2	1		45
5 & 6	130,000	79	101	97	159	126	46	22	2,275
7 & 8	120,000	69	104	117	142	114	51	33	2,336
	<b>TOTAL</b>	150	205	219	305	242	98	55	4,660

**KEY**

- M** - Principal Member  
**M + 1** - Principal Member + one dependant and so on.

## SECTION VI - STANDARD FORMS

### Notes on the standard Forms

1. **Form of TENDER-** The form of Tender must be completed by the tenderer and submitted with the tender documents. It must also be duly signed by duly authorized representatives of the tenderer.
2. **Price Schedule Form** - The price schedule form must similarly be completed and submitted with the tender.
3. **Contract Form** - The contract form shall **not** be completed by the tenderer at the time of submitting the tender. The contract form shall be completed after contract award and should incorporate the accepted contract price.
4. **Confidential Business Questionnaire Form** - This form must be completed by the tenderer and submitted with the tender documents.
5. **Tender Security Form** - When required by the tender document the tenderer shall provide the tender security either in the form included hereinafter or in another format acceptable to the NSSF.
6. **Authorization Form** – The Insurance Company’s authorization form shall be completed and signed by the recommended underwriter(s) if not self and submitted with the tender
7. **Declaration Form** – Must be completed by the tenderer and submitted with the tender documents
8. **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 NSSF.

**Form of Tender**

To:

Date: \_\_\_\_\_

**The Managing Trustee  
National Social Security Fund  
P.O. Box 30599  
NAIROBI.**

Gentlemen and/or Ladies:-

1. Having examined the Tender documents including Addenda No. (Insert numbers) ..... the receipt of which is hereby duly acknowledged, we the undersigned, offer to provide Insurance Services under this tender in conformity with the said Tender document for the sum of ..... [Total Tender amount in words and figures Inclusive of VAT] or such other sums as may be ascertained in accordance with the Schedule of Prices attached herewith and made part of this Tender.

2. We undertake, if our Tender is accepted, to provide Fund Management Services for Self-Funded Staff Medical Scheme in accordance with the conditions of the tender.

3. We agree to abide by this Tender for a period of ninety [90 No.] days from the date fixed for Tender opening of the Instructions to Tenderers, and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

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

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

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 2020

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

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

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

**PRICE SCHEDULE FORM**

**(A) PROVISION OF FUND MANAGEMENT SERVICES FOR SELF FUNDED IN-PATIENT STAFF MEDICAL SCHEME**

Annual Entitlement per staff member (Kes) (Includes their dependants)	Expected total Population	Unit Rate (Charges per person per year) (Kes)	Total Charges per year (Kes) inclusive of applicable taxes
2,000,000	4		
1,500,000			
1,000,000	45		
900,000	2,275		
800,000	2,336		
<b>GRAND TOTALS</b>	<b>4,660</b>		

**(B) PROVISION OF FUND MANAGEMENT SERVICES FOR SELF FUNDED OUT-PATIENT STAFF MEDICAL SCHEME**

Annual Entitlement per staff member (Kes) (Includes their dependants)	Expected total Population	Unit Rate (Charges per person per year) (Kes)	Total Premium per year (Kes) inclusive of applicable taxes
200,000	4		
150,000			
140,000	45		
130,000	2,275		
120,000	2,336		
<b>GRAND TOTALS</b>	<b>4,660</b>		

Signature of tenderer \_\_\_\_\_

Official Rubber Stamp \_\_\_\_\_

*Note:*

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

**CONFIDENTIAL BUSINESS QUESTIONNAIRE**

You are requested to give the particular indicated in Part 1 and either Part 2(a), 2(b), or 2(c) Which ever applies to your type of business.

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

Part 1 General:

Business Name ..... Location of business premises  
..... Plot No. & Name of Premise .....  
Street/Road .....  
Postal Address ..... Tel. No. .... Fax .....  
Email .....  
Nature of business .....  
Registration Certificate No. ....

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

Part 2(a) – Sole Proprietor:

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

Party 2(b) – Partnership

Give details of partners as follows

	Name	Nationality	Citizenship Details	Shares
1.....				
2.....				
3.....				
4.....				
5.....				

Part 2(c) – Registered Company:

Private or public .....  
State the nominal and issued capital of the company –  
Nominal Kshs.. .....  
Issued Kshs.....

Give details of all directors as follows

Name	Nationality	Citizenship Details	Shares
1.....			
2.....			
3.....			
4.....			
5.....			

Date..... Signature of Tenderer .....

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

**Part 2 (d) – Interest in the Firm:**

Is there any person/persons in **National Social Security Fund** in general who has interest in this firm? Yes/No (Delete as necessary).

I certify that the above information is correct.

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

**\*Attach proof of citizenship**

**TENDER SECURITY FORM**

Whereas [*name of Bidder*] (hereinafter called <the tenderer> has submitted its bid dated [*date of submission of bid*] for the Provision of Fund Management Services for Self-Funded Staff Medical Scheme (hereinafter called <the tender>

KNOW ALL PEOPLE by these presents that WE [*name of bank*] of [*name of country*], having our registered office at [*name of building/premises*] (hereinafter called <the bank> in the sum of [*state the amount*] for which payment well and truly to be made to the said NSSF, 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 NSSF on the Form; or
2. If the tender, having been notified of the acceptance of its tender by the NSSF during the period of tender validity

Fails or refuses to execute the Contract Form, if required; or fails or refuses to furnish the performance security, in accordance with the Instructions to tenders.

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

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

---

[Authorized Signatories and official stamp of the Bank]



**PERFORMANCE SECURITY FORM**

To: .....  
*[Name of NSSF]*

WHEREAS ..... *[name of tenderer]*  
(Hereinafter called “the tenderer”) has undertaken, in pursuance of Contract No. \_\_\_\_\_  
\_\_\_\_\_ *[reference number of the contract]* dated \_\_\_\_\_ 20 \_\_\_\_\_ to  
supply .....  
*[Description of insurance services]* (Hereinafter called “the Contract”)

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

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

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

This guarantee is valid until the \_\_\_\_\_ day of \_\_\_\_\_ 20 \_\_\_\_

Signature and seal of the Guarantors

\_\_\_\_\_  
*[Name of bank or financial institution]*

\_\_\_\_\_  
*[Address]*

\_\_\_\_\_  
*[Date]*

**APPENDICES**

All tenderers are advised to submit all the required documents and information as appendices in the following manner:

APPENDIX I – All the Mandatory (Statutory) Requirements

APPENDIX 2 - KEY PERSONNEL DETAILS AND COPIES OF ACADEMIC AND PROFESSIONAL CERTIFICATES MINIMUM THREE

(Attached their copies [*highest level*] of academic and professional certificates):

DESIGNATION	NAME	NATIONALITY	SUMMARY OF QUALIFICATION(academic & professional level) AND EXPERIENCE

APPENDIX 3 - CURRICULUM VITAE (CV) in the format shown below

APPENDIX 4 - TENDERERS’ RELEVANT EXPERIENCE

APPENDIX 5 - COPY OF PROFESSIONAL INDEMNITY COVER

APPENDIX 6 - ANNUAL PREMIUM TURNOVER

(To be certified by the Principal Officer and the firm’s External Auditors)

APPENDIX 7 - AUDITED ACCOUNTS FROM TENDERERS FOR THE LAST TWO FINANCIAL YEARS (i.e. between year 2013 and 2016)

(Copies should be certified by the External Auditor OR the Principal Officer)

APPENDIX 8 – ALL THE REQUESTED DOCUMENTS AND INFORMATION

APPENDIX 9 - ANY OTHER INFORMATION INCLUDING TENDERERS EXPLANATION OF THE SCOPE OF SERVICES AND AVAILABLE FACILITIES

**FORMAT OF CURRICULUM VITAE (CV) FOR PROFESSIONAL STAFF**

**Proposed Position:** \_\_\_\_\_  
**Name of Firm:** \_\_\_\_\_  
**Name of Staff:** \_\_\_\_\_  
**Profession:** \_\_\_\_\_  
**Date of Birth:** \_\_\_\_\_  
**Years with Firm:** \_\_\_\_\_ **Nationality:** \_\_\_\_\_  
**Membership in Professional Societies:** \_\_\_\_\_

Detailed Tasks, which will be assigned;

- i).....
- ii).....

Relevant Tasks previously assigned (Please provide dates & locations)

- i).....
- ii).....
- iii).....

**Key Qualifications:**

*[Give an outline of staff member’s experience and training most pertinent to tasks on assignment. Describe degree of responsibility held by staff member on relevant previous assignments and give dates and locations].*

---

**Education:**

*[Summarize college/university and other specialized education of staff member, giving names of schools, dates attended and degree[s] obtained.]*

---

**Employment Record:**

*[Starting with present position, list in reverse order every employment held. List all positions held by staff member since graduation, giving dates, names of employing organizations, titles of positions held, and locations of assignments.]*

---

**Certification:**

I, the undersigned, certify that these data correctly describe me, my qualifications, and my experience.

\_\_\_\_\_ **Date:** \_\_\_\_\_  
*[Signature of staff member]*

\_\_\_\_\_ **Date;** \_\_\_\_\_  
*[Signature of authorized representative of the firm]*

**Full name of staff member:** \_\_\_\_\_

**Full name of authorized representative:** \_\_\_\_\_

**FORMAT FOR PRESENTATION OF RELEVANT EXPERIENCE**

**Relevant assignments carried out in the Last Three Years That best illustrates your experience (At least 3 Corporate Clients).**

Using the format below, provide information on each reference assignment for which your firm as a corporate entity was legally contracted.

Assignment Name:		Country	
Location within Country:		Professional Staff provided by Your Firm/Entity(profiles):	
Name of Client:		Value of Staff Medical Scheme Managed (Kes):	
Address:		Duration of contract with Client	
Start Date (Month/Year):	Completion Date (Month/Year):	Date:	Charges (in Kes)
Name of Senior Staff (Project Director/Coordinator, Team Leader) Involved and Functions Performed:			
Narrative Description of Service:			
Full Description of Actual Services Provided by Your Staff:			

Firm's Name: \_\_\_\_\_

Name and title of signatory; \_\_\_\_\_

**DECLARATION FORM**

**STATEMENT OF VERIFICATION THAT THE TENDERER IS NOT DEBARRED IN THE MATTER OF THE PUBLIC PROCUREMENT AND DISPOSAL ACT 2015.**

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

1. THAT I am the Chief Executive/Managing Director/Principal Officer/Director of ..... (Name of the Company) who is a Bidder in respect of **Tender No.** ..... To render Fund Management Services for National Social Security Fund Staff Medical Scheme and duly authorized and competent to make this statement.

2. THAT the aforesaid Bidder has not been debarred from participating in procurement proceeding under Part IX.

3. THAT the aforesaid Bidder will not engage in any corrupt 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 National Social Security Fund, which is the procuring entity.

4. THAT the aforesaid Bidder, its servants and/or agents have not offered any inducement to any member of the Board, Management, Staff and/or employees and/or agents of National Social Security Fund.

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

.....  
(Title)

.....  
(Signature)

.....  
(Date)