



INDEPENDENT ELECTORAL AND BOUNDARIES COMMISSION

Tender No: IEBC/OT/21/02/2020-2021 - Provision of Medical Insurance, Group Life Assurance (GLA) and Group Personal Accident (GPA) Covers for Commissioners and Staff

Closing Date: Tuesday 30th March, 2021

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1 SECTION I - INVITATION TO TENDER

DATE: 16th March, 2021

Tender No: IEBC/OT/21/02/2020-2021 for Provision of Medical Insurance, Group Life Assurance (GLA) and Group Personal Accident (GPA) Covers for Commissioners and Staff

- 1.1 The Independent Electoral and Boundaries Commission (IEBC) invites bids from eligible candidates for provision of:
LOT-1: Provision of Medical Insurance Cover; **LOT-2:** Group Life Assurance (GLA) Cover; and **LOT-3:** Group Personal Accident (GPA) Cover for a period of Two (2) years for each Lot; with performance review at the end of each year. Tenderers can bid for One, or TWO or ALL the Lots.
- 1.2 There will be an online Pre-Bidding Conference on 19th March, 2021 at 11:00am. Bidders are requested to share their email addresses through procurement@iebc.or.ke before that date to enable the Commission share the connection link.
- 1.3 A complete set of tender documents may be downloaded by interested tenderers free of charge at IEBC website www.iebc.or.ke and also www.tenders.go.ke. Interested eligible tenderers may obtain further information from and inspect the tender documents at IEBC Anniversary Towers, fifth floor, room 506, during normal working hours.
- 1.4 Tenderers who download the tender documents through the website are advised register, providing their email address through procurement@iebc.or.ke , before the closing date; to enable communication for any tender clarifications, addenda and to get the tender opening link.
- 1.5 Completed tender documents should be enclosed in plain sealed envelopes, marked with tender reference number and addressed to:
**The Chief Executive Officer/Commission Secretary
Independent Electoral and Boundaries Commission (IEBC),
Anniversary Towers, University Way, Fifth Floor P O Box 45371-00100, Nairobi
to be received on or before Tuesday, 30th March, 2021 at 11:00am local time**
- 1.6 Prices quoted should be net inclusive of all taxes and delivery, in Kenya Shillings and shall remain valid for 120 days from the closing date of the tender.
- 1.7 All bids must be accompanied by bid security of Ksh. 1,000,000 for Lot 1; and Ksh. 50,000 for each of Lot 2 and Lot 3 respectively; valid for 150 days from the date of opening the tender and shall be in form of Cash; bank guarantee; guarantee by an insurance company registered and licensed by the Insurance Regulatory Authority listed by the Authority; or guarantee issued by a financial institution approved and licensed by the Central Bank of Kenya

1.8 Tenders will be opened immediately thereafter, and representatives are encouraged to login to an electronic medium through a link that will be provided to those who register.

Ag. Commission Secretary/CEO

Eligibility Check List

This check list serves to guide tenderers on responsiveness in their bid submission. Tenderers are however reminded that full compliance details are as in the evaluation criteria.

No.	Requirements	Attached	Page
1.	Copy of Certificate of incorporation/Registration		
2.	Copy of CR12 for limited company/ID for Sole Proprietors		
3.	Power of Attorney		
4.	Valid Tax Compliance		
5.	Dully filled, signed and stamped form of tender		
6.	Dully filled, signed and stamped Anti-Corruption Declaration Form.		
7.	Downloaded and attached tender document and a copy		
8.	Tender document sequentially Paginated/ serialized on each page		
9.	Dully filled, signed and stamped Confidential Business Questionnaire		
10.	Dully Filled, signed and stamped the Price Schedule		
11.	Tender Security		
12.	Current Registration certificate from IRA		
13.	Valid NSSF and NHIF compliance certificates		
14.	Membership Certificate from Association of Kenya Insurers (AKI)/ Association of Insurance Brokers of Kenya (AIBK)		

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2 SECTION II - INSTRUCTIONS TO TENDERERS

2.1 Eligible Tenderers

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

2.2 Cost of Tendering

- 2.2.1 The Tenderer shall bear all costs associated with the preparation and submission of its tender, and IEBC, will in no case be responsible or liable for those costs. Regardless of the conduct or outcome of the tendering process
- 2.2.2 The price to be charged for the tender document shall not exceed Ksh. 1,000/=
- 2.2.3 IEBC shall allow the tenderer to review the tender document free of charge before purchase.

2.3 Contents of Tender Document

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

- (i) Instructions to Tenderers
- (ii) General Conditions of Contract
- (iii) Special Conditions of Contract
- (iv) Schedule of Requirements
- (v) Details of Insurance Cover

- (vi) Form of Tender
- (vii) Price Schedules
- (viii) Contract Form
- (ix) Confidential Business Questionnaire Form
- (x) Tender security Form
- (xi) Performance security Form
- (xii) Insurance Company's Authorization Form
- (xiii) Declaration Form
- (xiv) Request for Review Form

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

2.4 Clarification of Tender Documents

2.4.1 A Candidate making inquiries of the tender documents may notify IEBC by post, fax or by email at IEBC's address indicated in the Invitation for tenders. IEBC 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 IEBC. Written copies of the Procuring entities response (including an explanation of the query but without identifying the source of inquiry) will be sent to all candidates who have received the tender documents.

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

2.7. Documents Comprising the Tender

2.7.1 The tender prepared by the tenderer shall comprise the following components:

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

2.8. Form of Tender

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

2.9. Tender Prices

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

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

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

2.10. Tender Currencies

2.10.1 Prices shall be quoted in Kenya Shillings

2.11. Tenderers Eligibility and Qualifications

- 2.11.1 Pursuant to paragraph 2.1 the tenderer shall furnish, as part of its tender, documents establishing the tenderers eligibility to tender and its qualifications to perform the contract if it's tender is accepted.
- 2.11.2 The documentary evidence of the tenderer's qualifications to perform the contract if its tender is accepted shall establish to IEBC's satisfaction that the tenderer has the financial and technical capability necessary to perform the contract.

2.12. Tender Security

- 2.12.1 The tenderer shall furnish, as part of its tender, a tender security for the amount and form specified in the Appendix to Instructions to Tenderers.
- 2.12.2 The tender security shall not exceed 2 per cent of the tender price.
- 2.12.3 The tender security is required to protect IEBC 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) Cash;
 - (b) A bank guarantee;
 - (c) A guarantee by an insurance company registered and licensed by the Insurance Regulatory Authority listed by the Authority; or
 - (d) A guarantee issued by a financial institution approved and licensed by the Central Bank of Kenya.
- 2.12.5 Any tender not secured in accordance with paragraph 2.12.1. and 2.12.3 shall be rejected by IEBC as non-responsive, pursuant to paragraph 2.20.5
- 2.12.6 Unsuccessful Tenderer's tender security will be discharged or returned as promptly as possible but not later than thirty (30) days after the expiration of the period of tender validity
- 2.12.7 The successful Tenderer's tender security will be discharged upon the tenderer signing the contract, pursuant to paragraph 2.29, and furnishing the performance security, pursuant to paragraph 2.30
- 2.12.8 The tender security may be forfeited:

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

2.13. Validity of Tenders

- 2.13.1 Tenders shall remain valid for 120 days after date of tender opening pursuant to paragraph 2.18. A tender valid for a shorter period shall be rejected by IEBC as non-responsive.
- 2.13.2 In exceptional circumstances, IEBC 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 "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 IEBC at the address given in the Invitation to Tender.
 - (b) Bear tender number and name in the invitation to tender and the words, "DO NOT OPEN BEFORE **Tuesday, 30th March, 2021 at 11:00am 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, IEBC 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 IEBC at the address specified under paragraph 2.15.2 not later than **Tuesday, 30th March, 2021 at 11:00am local time.**

2.16.2 IEBC 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 IEBC and candidates previously subject to the deadline will thereafter be subject to the deadline as extended.

2.16.3 Bulky tenders which will not fit the tender box shall be received by IEBC as provided for in the appendix.

2.17. Modification and Withdrawal of Tenders

2.17.1 The tenderer may modify or withdraw its tender after the tender’s submission, provided that written notice of the modification, including substitution or withdrawal of the tenders, is received by IEBC 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 IEBC will open all tenders in the presence of tenderers’ representatives who choose to attend on **Tuesday, 30th March, 2021 at 11:00am local time** 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 IEBC, at its discretion, may consider appropriate, will be announced at the opening.

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

2.19.2 Any effort by the tenderer to influence IEBC in IEBC's tender evaluation, tender comparison or contract award decisions may result in the rejection of the tenderers' tender.

2.20 Preliminary Examination and Responsiveness

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

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

2.20.3 IEBC 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, IEBC 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. IEBC'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 IEBC and may not subsequently be made responsive by the tenderer by correction of the nonconformity.

2.21. Conversion to single currency

2.21.1 Where other currencies are used, IEBC 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 IEBC will evaluate and compare the tenders which have been determined to be substantially responsive, pursuant to paragraph 2.20

2.22.2 IEBC'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

IEBC 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 IEBC's required delivery time will be treated as non-responsive and rejected.

(b) 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. IEBC may consider the alternative payment schedule offered by the selected tenderer.

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

2.23. Contacting IEBC

2.23.1 Subject to paragraph 2.19 no tenderer shall contact IEBC 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 IEBC in its decisions on tender evaluation, tender comparison, or contract award may result in the rejection of the Tenderers' tender.

2.24 Post-qualification

- 2.24.1 IEBC will verify and determine to its satisfaction whether the tenderer that is selected as having submitted the lowest evaluated responsive tender is qualified to perform the contract satisfactorily.
- 2.24.2 The determination will take into account the tenderer financial and technical capabilities. It will be based upon an examination of the documentary evidence of the tenderers qualifications submitted by the tenderer, pursuant to paragraph 2.11.2, as well as such other information as IEBC 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 IEBC 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 IEBC 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. IEBC's Right to accept or Reject any or all Tenders

- 2.26.1 IEBC 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 IEBC's action. If IEBC determines that none of the tenders is responsive, IEBC shall notify each tenderer who submitted a tender.
- 2.26.2 IEBC 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, IEBC 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 IEBC 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 IEBC 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 IEBC notifies the successful tenderer that its tender has been accepted, IEBC will simultaneously inform the other tenderers that their tenders have not been successful.

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

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 10% of the contract price performance security in accordance with the Conditions of Contract, in a form acceptable to IEBC.

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

2.30 Corrupt or Fraudulent Practices

2.30.1 IEBC 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 IEBC will reject a proposal for award if it determines that the tenderer recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question

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

Appendix to instructions to Tenderers

The following information for the procurement of insurance services shall complement, supplement, or amend, the provisions on the instructions to tenderers. Wherever there is a conflict between the provisions of the instructions to tenderers and the provisions of the appendix, the provisions of the appendix herein shall prevail over those of the instructions to tenderers.

Instruction to tender reference	Particulars of Appendix to instructions to tenderers
2.1	Eligible tenderers shall be Kenyan registered service providers facilitating Medical Insurance, Group Life Assurance and Group Personal Accident covers with valid operating license issued by Insurance Regulatory Authority (IRA) – Kenya
2.1.3	The statement is not required
2.1.4	Tenderer Must submit a Duly filled, signed and stamped Anti-Corruption Declaration Form.
2.3.2	A complete set of tender documents may be downloaded by interested tenderers free of charge at IEBC website at www.iebc.or.ke and also www.tenders.go.ke .
2.4.3	Preference not applicable under this tender
2.5.1	The Commission will respond with any clarification and addendum arising from this tender to ALL prospective bidders who will have send their email addresses through procurement@iebc.or.ke after downloading the tender documents.
2.12.1	<p>The tender security to be provided will Ksh. 1,000,000 for Lot 1; and Ksh. 50,000 for each of Lot 2 and Lot 3 respectively; valid for 150 days from the date of opening the tender and shall be in form of:</p> <ul style="list-style-type: none"> (e) Cash; (f) A bank guarantee; (g) A guarantee by an insurance company registered and licensed by the Insurance Regulatory Authority listed by the Authority; or (h) A guarantee issued by a financial institution approved and licensed by the Central Bank of Kenya.
2.13.1	The validity period of the tender shall be 120 days from the date of opening of the tender.

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. All printed pages of the tender shall be initialed and serialized by the person or persons signing the tender.
2.15.2 (b)	The day, date and time of closing the tender will be Tuesday, 30th March, 2021 at 11:00am local time
2.16.1	Tenders must be received by Tuesday, 30th March, 2021 at 11:00am local time
2.18.1	Tenders will be opened on Tuesday, 30th March, 2021 at 11:00am local time at Anniversary Towers , immediately after the closing time. Tenders opening proceedings will be done through electronic media. Tenderers are therefore encouraged to send their email address through procurement@iebc.or.ke after downloading the tender documents.
2.20.2	Any errors in the submitted tender arising from a miscalculation of unit price, quantity, subtotal and total bid price shall be considered as a major deviation that affects the substance of the tender and shall lead to disqualification of the tender as non-responsive.

EVALUATION CRITERIA

Tenders will be evaluated using the criteria set out in this tender document. There are Four stages set out for the evaluation and comparison of tenders:

- a) **Preliminary Evaluation** – Tenders will be evaluated on a Pass/Fail basis. Bidders **MUST** conform to ALL mandatory requirements set out failure to which they will not be considered further in the evaluation process
- b) **Vendor Evaluation** – Tenders will be evaluated to determine vendor responsiveness to the necessary capacity to offer the services. Bidders **MUST** pass this stage before proceeding to technical evaluation.
- c) **Technical Evaluation** – Tenders will be evaluated based criteria set on the tender document. This stage will evaluate responsiveness and conformity to the specific requirements on services to be provided. Bidders **MUST** pass this stage before proceeding to Financial Evaluation.
- d) **Financial Evaluation** – The lowest evaluated responsive tenderer(s) will be awarded the contract for each lot.

EVALUATION AND COMPARISON OF TENDERS

A. PRELIMINARY EVALUATION

For Lot – 1; Lot – 2; and Lot -3

No.	Subject	Criteria	Mandatory Requirements	Pass or Fail.
1.	Legal Capacity	To determine capacity to enter into contract.	Must submit a Copy of Certificate of incorporation/Registration	
2.	Ownership Structure	Confirmation of details of directors and shareholders.	Must submit a copy of Company's CR12 accompanied with copies of directors' identification cards.	
			MUST expressly give Power of Attorney who shall be the signatory of all documents and the contract	
			If Certificate of Registration, submit copies of director's ID(s)	
3.	Tax Compliance	Proof of the bidder has fulfilled tax obligations.	Must submit a Copy of a valid tax compliance certificate	
4.	Price validity	The Form of Tender with the quoted prices confirming validity of 150 days from the tender closing date	Must submit a Duly filled, signed and stamped Form of Tender.	
			Attach separate Form of Tender for each Lot tendered for	
5.	Ethical and legal history	Proof that the bidder has not been convicted of corruption or fraudulent practices	Must submit a Duly filled, signed and stamped Anti-Corruption Declaration Form.	
6.	Tender format	The whole tender document to be downloaded and then filled in the format provided.	Must submit an original of the tender document and a copy as part of the bid document with all forms filled in the format provided	

7.	Pagination/serialization	To safeguard tender documents from mutilation and manipulation	Tender document MUST be sequentially paginated/serialized on each page including all the attachments	
8.	Confidential Business Questionnaire	To provide details of business ownership structure	Must submit a Dully filled, signed and stamped Confidential Business Questionnaire	
9.	Price Quotation	To provide contractual Pricing offer for the services to be rendered.	Must submit a Dully Filled, signed and stamped the Price Schedule in the format provided. Where bidder is not the underwriter, they MUST attach the original quotation from the underwriter.	
10.	Tender Security	To cushion against procurement proceedings risks.	Must submit Tender security of Ksh. 1,000,000 for Lot 1; and Ksh. 50,000 for each of Lot 2 and Lot 3 respectively; valid for 150 days from the date of opening the tender and shall be in form of: - (a) Cash; (b) A bank guarantee; (c) A guarantee by an insurance company registered and licensed by the Insurance Regulatory Authority listed by the Authority; or (d) A guarantee issued by a financial institution approved and licensed by the Central Bank of Kenya	
11.	Registration with the Regulator	Evidence that the tenderer meets statutory requirements set by Insurance Regulatory Authority (IRA)	Certified copy of current Registration Certificate from IRA. For underwriters, the certificate must be issued not earlier than 2017	

12.	Membership with relevant body or Association	Evidence of being an active member	Must be a member of Association of Kenya Insurers (AKI) (attach valid certificate); or	
			The Association of Insurance Brokers of Kenya (AIBK) for Insurance Brokers	

NB: At this stage, the tenderer's submission will either be Compliant or non-Compliant. The non-compliant submission in any of the above Preliminary mandatory requirements will be eliminated and will not be considered for further evaluation

B. VENDOR EVALUATION

The tenderers shall be evaluated based on the criteria indicated below:

Lot – 1 Medical Insurance Cover

Instructions to tenderers	Evaluation and Comparison of Tenders	Pass/Fail
Firm's experience	Provide evidence that company has been in existence and in operation as a medical insurance provider for 5 years	
Business Operational Capacity	Provide copies of contracts/purchase orders for underwriter/broker/medical insurance provider with Five (5) corporate clients; One (1) client MUST have above 1,000 employees with medical insurance each year, for the last 2 consecutive years.	
	Provide evidence of presence of medical service providers currently engaged with the underwriter in all Counties in Kenya – MUST provide contracts with medical providers showing coverage of the 47 Counties.	
	Provide evidence of underwriter using Medical Insurance Information Management System	
	Provide copy of ISO Certification	
Financial Capacity	Provide Certified Copy of Audited Accounts for the years 2017, 2018, 2019 – Certified by an Auditor.	
	The Audited Accounts MUST prove a Liquidity ratio of minimum 1:1 for each of the last 3 years	
Professional Indemnity Insurance Policy	Provide a valid Professional Indemnity Insurance Policy with a minimum limit of KES. 10 million.	

Instructions to tenderers	Evaluation and Comparison of Tenders	Pass/Fail
Human Capital and Capacity	The Principal Officer must have relevant degree and a minimum of ACII/AIHK certification – Provide certified copies from Commissioners of Oath.	
	The Principal Officer MUST have Five (5) years of working experience in the insurance industry – provide a CV as evidence.	
	A Technical Officer must have relevant degree and a minimum of ACII/AIHK certification – Provide certified copies from Commissioners of Oath.	
	The Technical Officer MUST have Three (3) years of working experience in the insurance industry – provide a CV as evidence.	

Lot - 2 Group Life Assurance (GLA)

Instructions to tenderers	Evaluation and Comparison of Tenders	Pass/Fail
Firm's experience	Provide evidence that company has been providing GLA Policies for the last five (5) years	
Business Operational Capacity	Provide copies of contracts/purchase orders from Five (5) corporate clients whom the underwriter/broker/medical insurance provider has been providing GLA policies for the last three (3) years.	
	Provide evidence of Reinsurance arrangement by the underwriter for Group Life assurance	
	Provide recommendation letters from at least five (5) corporate clients as evidence of good claim settlement record by the underwriter for GLA	
	Provide copy of ISO Certification	
Financial Capacity	Provide Certified Copy of Audited Accounts for the years 2017, 2018, 2019 – Certified by an Auditor.	
	The Audited Accounts MUST prove a Liquidity ratio of minimum 1:1 for each of the last 3 years	
Professional Indemnity Insurance Policy	Provide a valid Professional Indemnity Insurance Policy with a minimum limit of KES. 10 million.	

Instructions to tenderers	Evaluation and Comparison of Tenders	Pass/Fail
Human Capital and Capacity	The Principal Officer must have relevant degree and a minimum of ACII/AIK certification – Provide certified copies from Commissioners of Oath.	
	The Principal Officer MUST have Five (5) years of working experience in the insurance industry – provide a CV as evidence.	
	A Technical Officer must have relevant degree and a minimum of ACII/AIK certification – Provide certified copies from Commissioners of Oath.	
	The Technical Officer MUST have Three (3) years of working experience in the insurance industry – provide a CV as evidence.	

LOT-3 Group Personal Accident (GPA)

Instructions to tenderers	Evaluation and Comparison of Tenders	Pass/Fail
Firm's experience	Provide evidence that company has been providing GPA Policies for the last five (5) years	
Business Operational Capacity	Provide copies of contracts/purchase orders from Five (5) corporate clients whom the underwriter/broker/medical insurance provider has been providing GPA policies for the last three (3) years.	
	Provide evidence of Reinsurance arrangement by the underwriter for Group Life assurance	
	Provide recommendation letters from at least five (5) corporate clients as evidence of good claim settlement record by underwriter for GPA	
	Provide copy of ISO Certification	
Financial Capacity	Provide Certified Copy of Audited Accounts for the years 2017, 2018, 2019 – Certified by an Auditor.	
	The Audited Accounts MUST prove a Liquidity ratio of minimum 1:1 for each of the last 3 years	
Professional Indemnity Insurance Policy	Provide a valid Professional Indemnity Insurance Policy with a minimum limit of KES. 10 million.	

Instructions to tenderers	Evaluation and Comparison of Tenders	Pass/Fail
Human Capital and Capacity	The Principal Officer must have relevant degree and a minimum of ACII/AIHK certification – Provide certified copies from Commissioners of Oath.	
	The Principal Officer MUST have Five (5) years of working experience in the insurance industry – provide a CV as evidence.	
	A Technical Officer must have relevant degree and a minimum of ACII/AIHK certification – Provide certified copies from Commissioners of Oath.	
	The Technical Officer MUST have Three (3) years of working experience in the insurance industry – provide a CV as evidence.	

C. TECHNICAL EVALUATION

On each of the following areas, bidders **MUST** provide written information with methodology and confirmation of capacity to deliver the services as required:

Lot – 1

Specifications	Bidder Response	Pass/Fail
Must indicate bed limits and ward type for each category.		
Must indicate the limits for congenital (birth defects) conditions.		
Must show the limits for psycho-effective conditions		
Must indicate cover limits and geographical limit for Air evacuation, road rescue/ambulance and Travel		

Specifications	Bidder Response	Pass/Fail
insurance		
Must clearly outline the OUT-PATIENT scope of cover		
Must clearly outline the IN-PATIENT scope of cover		
Must clearly describe the claims procedures		
Must clearly indicate the general policy exclusions		
Must clearly describe the optical services offered and maximum limit for frames per person		
Must clearly describe the dental services offered and applicable capping		

Lot – 2

Specifications	Bidder Response	Pass/Fail
Must clearly confirm 3 years basic salary level of cover in the event of death.		
Must indicate the group life cover to cater for Accidental, Illness and Natural Risks		
Must show Inbuilt funeral expense with a benefit of 150,000		

Lot – 3

Specifications	Bidder Response	Pass/Fail
Must clearly confirm 5 years basic salary level of cover in the event of accidental death including (Inbuilt funeral expense benefit Ksh.150,000)		
Must clearly confirm 5 years basic salary level of cover in the event of Permanent total disability.		
Must clearly confirm weekly earnings up to 104 weeks in the event of Temporary total permanent disability.		

C. FINANCIAL EVALUATION

1. The lowest evaluated responsive tenderer will be awarded the contract for each lot. The lowest evaluated responsive tenderer shall be the lowest in the grand total of the two years combined.
2. Any errors in the submitted tender arising from a miscalculation of unit price, quantity, subtotal and total bid price shall be considered as a major deviation that affects the substance of the tender and shall lead to disqualification of the tender as non-responsive.

3. Post-qualification

The Commission 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.

3 SECTION III - GENERAL CONDITIONS OF CONTRACT

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SECTION III - GENERAL CONDITIONS OF CONTRACT

3.1 Definitions

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

- (a) “The Contract” means the agreement entered into between IEBC 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 IEBC under the Contract.
- (d) “IEBC” means the organization procuring the services under this Contract
- (e) “The Contractor” means the organization or firm providing the services under this Contract.
- (f) “GCC” means the General Conditions of Contract contained in this section.
- (g) “SCC” means the Special Conditions of Contract
- (h) “Day” means calendar day

3.2 Application

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

3.3 Standards

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

3.4. Use of Contract Documents and Information

- 3.4.1 The Contractor shall not, without IEBC'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 IEBC 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 IEBC'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 IEBC and shall be returned (all copies) to IEBC on completion of the contract's or performance under the Contract if so required by IEBC.

3.5 Patent Rights

- 3.5.1 The Contractor shall indemnify IEBC 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 award, the successful tenderer shall furnish to IEBC the performance security where applicable before signing the contract.
- 3.6.2 The proceeds of the performance security shall be payable to IEBC 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 IEBC and shall be in the form of:
- a) Bankers cheque or
 - b) A bank guarantee.
- 3.6.4 The performance security will be discharged by IEBC and returned to the Candidate not later than thirty (30) days following the date of completion of the Contractor's performance of obligations under the Contract, including any warranty obligations, under the Contract.

3.7. Delivery of services and Documents

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

3.8. Payment

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

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

3.9. Prices

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

3.9.2 Contract price variations shall not be allowed for contracts not exceeding one year (12 months)

3.9.3 Where contract price variation is allowed the variation shall not exceed 10% of the original contract price

3.9.4 Price variation requests shall be processed by IEBC 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 IEBC's prior written consent.

3.11. Termination for Default

3.11.1 IEBC 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 IEBC.
- (b) If the Contractor fails to perform any other obligation(s) under the Contract

- (c) If the Contract in the judgment of IEBC has engaged in corrupt or fraudulent practices in competing for or in executing the contract

3.11.2 In the event IEBC 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 IEBC 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 IEBC 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 IEBC.

3.13. Termination for Convenience

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

3.13.2 For the remaining part of the contract after termination IEBC 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 IEBC 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 unless otherwise expressly specified in the SCC.

3.17 Force Majeure

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

3.18 Notices

3.18.1 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.

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

4 SECTION IV - SPECIAL CONDITIONS OF CONTRACT

Notes on Special Conditions of Contract

1. The clauses in this section are intended to assist IEBC in providing contract-specific information in relation to corresponding clauses in the General Conditions of Contract
2. The Provisions of Section IV complement the General Conditions of Contract included in Section III, specifying contractual requirements linked to the special circumstances of IEBC and the insurance cover required. In preparing Section IV, the following aspects should be taken into consideration.
 - (a) Information that complement provisions of Section III must be incorporated; and
 - (b) Amendments and/or supplements to provisions of Section III, as necessitated by the circumstances of the specific insurance cover required must also be incorporated.
3. Where there is a conflict between the provisions of the special conditions of contract and the provisions of the general conditions of contract, the provisions of the special conditions of contract shall prevail over the provisions of the general conditions of contract.
4. Any clause to be included in this section must be consistent with the applicable public procurement law and regulations.

SECTION IV - SPECIAL CONDITIONS OF CONTRACT

- 4.1 Special conditions of contract shall supplement the general conditions of contract, wherever there is a conflict between the GCC and the SCC, the provisions of the SCC herein shall prevail over those in the GCC.
- 4.2 Special conditions of contract with reference to the general conditions of contract.

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	Performance security of 10% shall be provided before signing of the contract
3.7.1 Delivery of Services	Delivery of the services shall be made by the Contractor in accordance with the terms specified by IEBC in the schedule of requirements. The contractor shall meet all the insurance requirements as scheduled. Certificate of Acceptance will be issued by the Contract Administration Team to the Accounting Officer for each year to signify satisfaction of performance by the vendor.
3.8 Payment	Payment shall be made within 30 days of invoice and shall be made through electronic fund transfer. This will be upon satisfaction of the payment requirements.
3.9 Price adjustment	As indicated in 3.9.3 below
3.9.3 Price variation	Price variation where applicable shall not exceed 10% of the contract price.
3.16 Applicable law	The contract shall be interpreted in accordance with the laws of Kenya
3.18.1 Notices	All correspondences shall be addressed to: The Chief Executive Officer/Commission Secretary Independent Electoral and Boundaries Commission (IEBC), Anniversary Towers, University Way, Fifth Floor P O Box 45371-00100, Nairobi

5 SECTION V - SCHEDULE OF REQUIREMENTS

Notes for preparing Schedule of Requirements.

1. The schedule of Requirements shall be included in the tender documents by IEBC and shall cover, at the minimum, a description of the insurance cover to be provided and full particulars of the same.
2. The objectives of the schedule of requirements is to provide sufficient information to enable tenderers to prepare their tenders comprehensively, efficiently and accurately. In particular, the price schedule for which a form is provided in Section VI must be carefully completed.
3. In addition, the schedule of requirements together with the price schedule should serve as a basis in the event of services variation at the time of award of contract pursuant to instruction to tenderers paragraph 2.26

SPECIFICATIONS FOR TENDER NO: IEBC/OT/21/02/2020-2021 - PROVISION OF MEDICAL INSURANCE, GROUP LIFE ASSURANCE (GLA) AND GROUP PERSONAL ACCIDENT (GPA) COVERS FOR COMMISSIONERS AND STAFF

INTRODUCTION

IEBC seeks the provision of staff insurance covers from the date to be agreed upon on the contract and shall run for 2 years. This includes Commissioners and staff medical insurance cover, group life insurance cover and group personal accident insurance cover, which should be quoted in lots.

The contract must satisfy yearly performance before proceeding to the next year. Failure to satisfy the requirements as set in the terms and condition shall lead to termination of the contract.

LOT 1: PROVISION OF MEDICAL INSURANCE COVER

Scope of Cover

1. Doctors (Physician, Surgeon and Anaesthetize) fees
2. ICU/HDU and Theatre, Day Care Surgery
3. Drugs, Nursing Care and dressing hospitalized
4. Laboratory Investigations, X-ray and ECG Day Care Surgery

5. Road & Air Evacuation at no extra cost
6. Lodger accommodation with children under 10 years
7. Overseas Treatment where not locally available on referral.
8. Guardian/Spouse accompanying member while on stay Overseas
9. Post Hospitalization/follow up within 21 days
10. Maternity up to Kshs.150,000 includes pre-natal, delivery and post- Natal Charges
11. Caesarian up to Kshs.250, 000 within the Inpatient Benefit.
12. Dental Covers filling, extraction, root canal up to the benefit per family
13. Optical Covers deterioration/correction, of sight and spectacles, anti-glare, lenses, frames, laser treatment up to the maximum of the entitled benefit per family
14. Inpatient Dental/Optical due to accidental injury
15. Smart card based system to access services.
16. Male circumcision up to 80,000 per Family
17. Counseling services for all dependents and members
18. Inpatient pandemic cover treatment [Ksh 1,000,000, 600,000 and 400,000 per family for categories A, B and C respectively }

1. Outpatient Benefits

The Outpatient Scheme should cater for routine outpatient services, which include but are not limited to:

- a) Routine outpatient consultations both GP and consultants/specialists
- b) Diagnostic laboratory and radiology services
- c) Prescribed physiotherapy
- d) Prescribed medication and dressings
- e) Dental services subject to a sub-limit of Kshs.75,000 per person per annum(stand-alone)
- f) Optical services subject to sub-limit of Kshs.75,000 per Person Per Annum (inclusive prescription contact lenses and only one frame per 2 years) (stand-alone)
- g) HIV/AIDS related conditions and prescribed ARV's to the full cover limit per family per annum.
- h) Male circumcision up to 80,000 per Family within inpatient
- i) Routine (both KEPI and "Baby Friendly") immunizations
- j) Routine antenatal care (maximum of one ultrasound examination).
- k) Chronic and recurring conditions within the cover limit
- l) Routine post-natal care up to six weeks.

Dental Cover to Cater for:

- a) Root Canal
- b) Routine Dentistry and Tooth Extraction
- c) Scaling necessitated by prevailing medical condition and prescribed by a Dentist
- d) Dentures, Braces, Crowns and Bridges prescribed by a dentist

2. Inpatient Services (Insurance Scheme) Benefits

The inpatient insurance cover should cater or but not limited to

- a) Hospital accommodation charges for Executive Rooms, Private and Semi Private Ward Rooms
- b) Doctors (Specialists, Consultants, Physician, Surgeon and Anesthetist etc) fees.
- c) Intensive Care Unit, Dressings and Internal Surgical Appliances
- d) Pathology, X-ray, Ultrasound, ECG and Computerized Tomography, MRI, laser etc.
- e) Radiotherapy and Chemotherapy
- f) In-patient Physiotherapy
- g) Emergency Road and Air Evacuation within East Africa
- h) Overseas Cover- Worldwide
- i) Day Care Surgery
- j) Hospital accommodation for accompanying parent and/or guardian for hospitalized children under ten years old
- k) Post hospitalization benefit after discharge
- l) Inpatient maternity related complications
- m) All Caesarians up to a limit of 250,000 within inpatient benefit subject a maximum of two caesarians for a family

3. Other Benefits

- a) Both inpatient and outpatient should cover Chronic, pre-existing conditions and HIV/AIDS related conditions without discrimination.
- b) Funeral expense covers to be provided as follows:
 - Category 1 - Ksh.300,000.00
 - Category 2- Ksh. 200,000.00
 - Category 3- Ksh. 150,000.00
- c) Last expense for Dependents at Kshs.100,000.00.

Proof of Adherence to the given Terms of Reference (Pre-determined Cover Range)

COVER CATEGORY	CATEGORY A	CATEGORY B	CATEGORY C
EMPLOYEES COVERED	COMMISSIONERS/ DIRECTORS	MANAGERS/ ASSISTANT MANAGERS	ALL OTHER MEMBERS OF STAFF
TOTAL STAFF POPULATION - 855 (Principal members) +1	13	370	472
INPATIENT (insured scheme)	Ksh.10,000,000.00	Ksh.5,000,000.00	Ksh.2,500,000.00
OUTPATIENT (insured scheme)	Ksh.300,000.00	Ksh.250,000.00	Ksh.200,000.00
FUNERAL COVER (Including dependents)	Ksh.300,000.00	Ksh.200,000.00	Ksh.150,000.00
NORMAL MATERNITY	Ksh.150,000.00	Ksh.150,000.00	Ksh.150,000.00
ALL C—SECTION	Ksh.250,000.00	Ksh.250,000.00	Ksh.250,000.00
OUTPATIENT OPTICAL In patient optical will be covered within inpatient cover	Ksh.75,000.00	Ksh.75,000.00	Ksh.75,000.00
OUTPATIENT DENTAL Inpatient dental will be fully covered within cover for inpatient	Ksh.75,000.00	Ksh.75,000.00	Ksh.75,000.00
CONGENITAL CONDITION (BIRTH DEFECTS)	Ksh.2,000,000.00	Ksh.2,000,000.00	Ksh.2,000,000.00
PSYCHO-EFFECTIVE CONDITIONS/ILLNESS	Ksh.1,000,000.00	Ksh.1,000,000.00	Ksh.1,000,000.00
ANNUAL CHECKUP (Principal Members)	Max Ksh. 30,000.00	Max Ksh.20,000.00	Max Ksh. 20,000.00
ROOM ENTITLEMENT (All conditions and all admissions)	Executive	Private room	General
FAMILY SIZE	M+spouse+4 children	M+spouse+4 children	M+spouse+4 children

Detailed Explanation of Scope of Cover (Policy Terms and Conditions)

NB.BIDDERS MUST CLEARLY STATE AND DESCRIBE THE SCOPE OF COVER TO BE PROVIDED IN LINE WITH THE ABOVE AND APPLICABLE COVER LIMITS FOR THE FOLLOWING AREAS:

- a) Must indicate bed limits and ward type for each category.
- b) Must indicate the limits for congenital (birth defects) conditions.
- c) Must show the limits for psycho-effective conditions.
- d) Must indicate cover limits and geographical limit for Air evacuation, road rescue/ambulance and **Travel insurance**.
- e) Must clearly outline the OUT-PATIENT scope of cover.
- f) Must clearly outline the IN-PATIENT scope of cover.
- g) Must clearly describe the claims procedures e.g. Admission procedures, funeral expenses and out-patient claims procedure.
- h) Must clearly indicate the general policy exclusions.
- i) Must clearly describe the optical services offered and maximum limit for frames per person.
- j) Must clearly describe the dental services offered and applicable capping.

LOT 2: PROVISION OF GROUP LIFE INSURANCE SCHEME

- a) Total staff population **855 + 1 employees**
- b) Total monthly basic salary **Kshs.104,248,655.90**
- c) Cover to be based on three years basic salary
- d) Bidders must provide a detailed scope of cover

Group Life Assurance [Accidental, Illness and Natural Risks]			
Risk class	Benefit type	Level of cover	Sum assured
Group Life Assurance	Death	3 years basic salary	3 years basic salary
	Accidental, Illness and Natural Risks	Inbuilt funeral expense benefit	150,000

LOT 3: PROVISION OF GROUP PERSONAL ACCIDENT COVER

- a) Permanent total disability, 5 years basic salary
- b) Temporary total permanent disability, weekly earnings up to 104 weeks
- c) Total population - **855+1**
- d) Total monthly basic salary - **Ksh. 104,248,655.90**
- e) Accidental death 5 years basic salary
- f) Bidders must provide a detailed scope of cover

Risk class	Benefit type	Level of cover
Group Personal Accident Cover	Accidental Death	5 years basic salary (Inbuilt funeral expense benefit Ksh.150,000)
	Permanent total disability	5 years basic salary
	Temporary total permanent disability	Weekly earnings up to 104 weeks

PRICE SCHEDULE SUMMARY FORM

Lot 1: Staff Medical Insurance

Please summarize the quoted Annual Premiums for Inpatient, Outpatient, in the table below:

Class /Risk No.	Description of Insurance Cover	Total Premium (Ksh.)	Proposed Underwriter / Insurance Co.	State the following if any			
				Excess	Free cover limit	Liability limit	Others
1.							
2.							
3.							
Total Year 1							
Total Year 2							
Grand Total							

Lot 2: Group Life Assurance

- Total staff population - **855 + 1 employees**
- Total monthly basic salary **Kshs.104,248,655.90**
- Cover to be based on three years' basic salary
- Bidders must provide a detailed scope of cover

Item No.	Description of Insurance Cover	Proposed Underwriter/ Insurance Co.	Total Premium (Kshs.)
1.	Death		
2	Last Expenses cover		
3	Free cover Limit		
4	Critical illness benefit		
Others (please specify)			
Total Year 1			
Total Year 2			
Grand Total			

Lot 3: Group Personal Accident

- Permanent total disability, 5 years basic salary
- Temporary total permanent disability, weekly earnings up to 104 weeks
- Total population - **855 + 1 employees**
- Total monthly basic salary – **Kshs.104,248,655.90**
- Accidental death 5 years’ basic salary
- Bidders must provide a detailed scope of cover

Item.	Sum Insured	Description Of Insurance Cover	Proposed Underwriter/ Insurance	Total Premium (Kshs.)
GPA	Estimated annual Earnings Ksh.104,248,655.90	Accidental Death- 5 years basic salary		
	Total Population - 855	Permanent and total disability- 5years basic salary		
		Temporary total permanent disability - weekly earnings up to 104 weeks		
		Temporary total permanent disability		
Others (please specify)				
Total Year 1				
Total Year 2				
Grand Total				

NOTE: The Grand Total Amount for the Lot(s) Tendered MUST be transferred to the Form of Tender

6 SECTION VI - STANDARD FORMS

Notes on the Sample 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 *Confidential Business Questionnaire Form*- This form must be completed by the Tenderer and submitted with the tender documents.
- 3 *Tender Security Form*- When required by the tender documents the tender shall provide the tender security either in the form included herein or in another format acceptable to IEBC.
- 4 *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.
- 5 *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 IEBC.
- 6 *Bank Guarantee for Advance Payment Form*- When Advance payment is requested for by the successful bidder and agreed by IEBC, this form must be completed fully and duly signed by the authorized officials of the bank.
- 7 *Declaration Form* in accordance with Sections 62 of the PPDA, 2015

FORM OF TENDER

Date _____

Tender No. _____

To: Independent Electoral & Boundaries Commission

P.O Box 45371-00100, Nairobi, Kenya

Gentlemen and/or Ladies:

1. Having examined the tender documents including Addenda Nos. *[insert numbers]*. the receipt of which is hereby duly acknowledged, we, the undersigned, offer to provide (Tick as appropriate):

LOT-1 Provision of Medical Insurance

LOT-2 Group Life Assurance (GLA)

LOT-3 Group Personal Accident (GPA)

in conformity with the said tender documents for the sum of..... *(total tender amount in words and figures)* or such other sums as may be ascertained in accordance with the Schedule of Prices attached herewith and made part of this Tender.

2. We undertake, if our Tender is accepted, accordance with the delivery schedule specified in the Schedule of Requirements.

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

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 up on us and may be accepted at any time before the expiration of that period.

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

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

Dated this _____ day of _____ 20 _____

[signature]

[in the capacity of]

Duly authorized to sign tender for an on behalf of _____

CONFIDENTIAL BUSINESS QUESTIONNAIRE FORM

You are requested to give the particulars indicated in Part 1; either Part 2(a), 2(b) or 2 (c) whichever applies to your type of business; and Part3. *You are advised that it is a serious offence to give false information on this form.*

	Part 1 –General
1.1	Business Name.....
1.2	Location of Business Premises.....
1.3	Plot No.....Street/Road
	Postal Address..... Tel No. Fax Email.....
1.4	Nature of Business
1.5	Registration Certificate No.....
1.6	Maximum Value of Business which you can handle at any one time – Kshs.....
1.7	Name of your Bankers..... Branch.....
	Part 2 (a) – Sole Proprietor
2a.1	Your Name in Full.....Age.....
2a.2	Nationality Country of Origin
	<input type="checkbox"/> Citizenship Details

Part 2 (b) Partnership				
2b.1	Given details of Partners as follows:			
2b.2	Name	Nationality	Citizenship Details	Shares
	1			
	2			
	3			
	4			
Part 2 (c) – Registered Company				
2c.1	Private or Public			
2c.2	State the Nominal and Issued Capital of Company-			
	Nominal Kshs.			
	Issued Kshs.			
2c.3	Given details of all Directors as follows			
	Name	Nationality	Citizenship Details	Shares
	1			
	2			
	3			
	4			
	5			

	Part 3 – Eligibility Status
3.1	Are you related to an Employee, Committee Member or Board Member of IEBC? Yes / No
3.2	If answer in ‘3.1’ is YES give the relationship.
3.3	Does an Employee, Committee Member, and Board Member of IEBC sit in the Board of Directors or Management of your Organization, Subsidiaries or Joint Ventures? Yes / No
3.4	If answer in ‘3.3’ above is YES give details.
3.5	Has your Organization, Subsidiary Joint Venture or Sub-contractor been involved in the past directly or indirectly with a firm or any of its affiliates that have been engaged by IEBC to provide consulting services for preparation of design, specifications and other documents to be used for procurement of the goods under this invitation? Yes No
3.6	If answer in ‘3.5’ above is YES give details.
3.7	Are you under a declaration of ineligibility for corrupt and fraudulent practices? YES/No
3.8	Have you offered or given anything of value to influence the procurement process? Yes No
3.9	If answer in ‘3.8’ above is YES give details
	I DECLARE that the information given on this form is correct to the best of my knowledge and belief.
	Date Signature of Candidate.....

7 If a Kenya Citizen, indicate under “Citizenship Details” whether by Birth, Naturalization or registration.

TENDER SECURITY FORM

Whereas [*name of Bidder*] (hereinafter called <the tenderer> has submitted its bid dated [*date of submission of bid*] for the provision of insurance services (hereinafter called <the tender?>

KNOW ALL PEOPLE by these presents that WE [*name of bank*] of [*name of country*], having our registered office at [*name of IEBC*] (hereinafter called <IEBC> in the sum of [*state the amount*] for which payment well and truly to be made to the said IEBC, 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 IEBC on the Form; or
2. If the tender, having been notified of the acceptance of its tender by IEBC during the period of tender validity
 - (a) fails or refuses to execute the Contract Form, if required; or
 - (b) fails or refuses to furnish the performance security, in accordance with the Instructions to tenders.

We undertake to pay to IEBC up to the above amount upon receipt of its first written demand, without IEBC having to substantiate its demand, provided that in its demand IEBC 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]

CONTRACT FORM

THIS AGREEMENT made the _____ day of _____ 20__ between..... [name of COMMISSION] of.....[country of COMMISSION] (hereinafter called “IEBC”) of the one part and[name of Tenderer] of[city and country of Tenderer](hereinafter called “the Tenderer”) of the other part.

WHEREAS the IEBC invited tenders for the Medical Insurance, GLA and GPA covers and has accepted a tender by the tenderer for the supply of the services in the sum of[contract price in words and figures]

NOW THIS AGREEMENT WITNESSETH ASFOLLOWS:

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) IEBC’s Notification of Award.
3. In consideration of the payments to be made by IEBC to the Tenderer as hereinafter mentioned, the Tenderer hereby covenants with IEBC to provide the services and to remedy defects therein in conformity in all respects with the provisions of the Contract
4. IEBC hereby covenants to pay the Tenderer in consideration of the provision of the services and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the contract at the times and in the manner prescribed by the contract.

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

Signed, sealed, delivered by _____ the _____ (for IEBC)

Signed, sealed, delivered by _____ the _____ (for the Tenderer)

in the presence of _____

PERFORMANCE SECURITY FORM

To IEBC _____

WHEREAS.....
.....[name of Tenderer] (Herein after called “the Tenderer”) has undertaken, in pursuance of Contract No. [Reference number of the contract] dated _____ 20 _____ to supply.....
[Description services] (Hereinafter called “the contract”)

ANDWHEREAS 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]

LETTER OF NOTIFICATION OF AWARD

Independent Electoral & Boundaries
Commission P.O Box 45371-00100,
Nairobi, Kenya

To: _____

RE: Tender No. _____

Tender Name _____

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

1. Please acknowledge receipt of this Letter of Notification signifying your Acceptance.
2. The Contract/contracts shall be signed by the parties within 30 days of the date of this letter but not earlier than 14 days from the date of the letter.
3. You may contact the officer whose particulars appear below on the subject matter of this Letter of Notification of Award.

FORM RB 1 REPUBLIC OF KENYA
PUBLIC PROCUREMENT ADMINISTRATIVE REVIEW BOARD

APPLICATION NO.....OF.....20.....

BETWEENAPPLICANT

AND

.....RESPONDENT (*IEBC*)

Request for review of the decision of the..... (*Name of IEBC*) of
.....dated the...day of20.....in the matter of
Tender No.....of20...

REQUEST FOR REVIEW

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

- 1.
 - 2.
- etc.

By this memorandum, the Applicant requests the Board for an order/orders
that: -

- 1.
 - 2.
- etc

SIGNED(Applicant)

Dated on.....day of/...20...

FOR OFFICIAL USE ONLY

Lodged with the Secretary Public Procurement Administrative Review
Board on day of20.....

SIGNED
Board Secretary

ANTI-CORRUPTION DECLARATION FORM

(Sections 62 of the PPDA, 2015)

I/We/Messrs.....

.....

Of

Street, Building, P.O .Box.....

Contact/Phone/Email.....

Declare that Public Procurement is based on a free and fair competitive Tendering process which should not be open to abuse.

I/We.....

Declare that I/We will not offer or facilitate, directly or indirectly, any inducement or reward to any public officer, their relations or business associates, in connection with

Tender/Tender No

For or in the subsequent performance of the contract if I/We am/are successful.

Authorized Signature.....

Name of Signatory.....

Title of Signatory.....

Official Stamp.....

INTEGRITY DECLARATION FORM

(Sections 62 of the PP&AD Act, 2015)

I/We/Messrs.....

Of.....Street/avenue, Building, P. O. BoxCode,

of..... (Town),.....(Nationality),

Phone.....Email.....declare that Public Procurement is based on a free and fair competitive tendering process which should not be open to abuse.

I/We.....declare that I/We will not offer or facilitate, directly or indirectly, any inducement or reward to any public officer, their relations or business associates, in connection with,

Tender Name

Tender No..... For/or in the subsequent performance of the contract if I/We am/are successful.

Dated this..... Day of.....20.....

Authorized Signature.....

Official Stamp.....

Name and Title of Signatory.....