



KENYA INSTITUTE OF SUPPLIES EXAMINATION BOARD

PROVISION OF STAFF MEDICAL INSURANCE COVER

KISEB/RFQ/004/2022-2023.

KENYA INSTITUTE OF SUPPLIES EXAMINATION BOARD

KISM TOWERS, 11th Floor, Ngong Rd Nairobi.

P.O. Box 22873-00505

Tel – 0726244828/0721244828

Nairobi-Kenya

procurement@kiseb.or.ke

www.kiseb.or.ke

Quotation Closing/Opening Date: **15th February 2022**

Quotation Closing/Opening Time: **1100hrs (EAT)**

FEBRUARY 2022

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REQUEST FOR QUOTATIONS (RFQ)

To:

Title of Quotation: **Provision of Staff Medical Insurance Cover**

Quotation Reference No.: **KISEB/RFQ/004/2022-2023.**

1. The **Kenya Institute of Supplies Examinations Board** *invites* you to submit quotation for **Provision of Staff Medical Insurance Cover for a period of 24 months from 1st March 2022 to 30th March 2024** as indicated in detail in "Table A. Schedule of Requirements and Specifications". The quotation shall follow the instructions and documents in this RFQ document and shall be in English Language. Tenderers may obtain further information during office hours **0800hrs to 1700hrs East Africa Time** at the address given below.
2. Quotations shall be submitted in accordance with the instruction in Part 1: Quotation Procedures and in a **sealed envelope** clearly indicating name and address of tenderer, the quotation name and title and must reach the Procuring Entity at the address indicated below not later than **15th February 2022 at 11:00am**. Quotations can be delivered by registered mail, courier or hand delivery at the tenderer's option. Late quotations shall be rejected.
3. Enquiries regarding this quotation may be addressed to the address in 5 below:
4. Any resulting contract shall be subject to the terms and conditions detailed in Part 3: Contract.
5. Please inform us by email or express mail to the undersigned within **two days** of receipt of this RFQ if you will not be submitting a quotation.
6. Address for Submission of Quotations:

The Ag. Chief executive Officer
Kenya Institute of Supplies Examination Board
KISM Towers, 11th Floor, Ngong Rd Nairobi.
P.O. Box 22873-00505
Tel – 0726244828/0721244828
Nairobi-Kenya
procurement@kiseb.or.ke
www.kiseb.or.ke

7. Bids will be opened promptly after closing time and Bidders or their representatives are welcome to witness the opening at the address provided on paragraph 6 above.
8. Any canvassing or giving of false information will lead to automatic disqualification.


The Ag. Chief executive Officer
Kenya Institute of Supplies Examination Board

PART 1: INSTRUCTIONS TO TENDERERS

1. Tenderers are advised to read carefully these instructions and the Conditions of Contract in Part 3: Contract, before preparing the quotation. The standard forms in this RFQ may be photocopied for completion but the Tenderer is responsible for their accurate reproduction. The term Tenderer shall mean the firm or person invited to submit a quotation. The term Quotation herein shall mean the quotation submitted as usually understood in public procurement.
2. **Validity of Quotations:** The quotation will be held valid for **60 days** from the date of submission.
3. The Quotation shall consist of completed Tables A, B and C and the Form of Quotation all indicated in Part 2 of this Request for Quotations, and documents to evidence Eligibility and Conformity to Technical Specifications.
4. **Sealing and Marking of Quotations:** Quotations in one “one original” should be sealed in a single envelope, clearly marked with the Quotation Reference Number in the RFQ, the Tenderer's name and the name of the Procuring Entity. Envelopes should be sealed in such a manner that opening and resealing cannot be achieved undetected.
5. **Submission of Quotations:** Quotations, should be submitted to the address below, on or before the date and time indicated in sub-item 4 below. Late quotations will be rejected.

Address for Submission of Quotations

Kenya Institute of Supplies Examination Board

KISM Towers, 11th Floor, Ngong Rd Nairobi.

P.O. Box 22873-00505

Tel – 0726244828/0721244828

Nairobi-Kenya

procurement@kiseb.or.ke

www.kiseb.or.ke

Date of Submission: **15th February 2022**

Time of Submission: **11:00 am EAT**

6. **Opening of Quotations:** Quotations will be opened immediately after the closing date and time specified in item 5 (4) above, by at **least three (3)** appointed officials of the Procuring Entity.
7. **Tenderer Eligibility:** Tenderer must submit Documentary evidence to show His/her eligibility to be awarded a contract to cover each of the following:

a) Mandatory Requirements

| No. | Requirement | Score |
|-------------|--|--------|
| MR 1 | Certificate of Registration / Incorporation | YES/NO |
| MR 2 | Copy of a valid tax compliance certificate (valid up to the date of opening) | YES/NO |
| MR 3 | Detailed company profile showing the physical address, telephone contacts and organizational structure evidenced by copy of valid lease agreements or proof of ownership (e.g. title deed) of the company location | YES/NO |
| MR 4 | Letter from a reputable bank operating in Kenya under license from the Central Bank of Kenya, confirming the tenderer's credit worthiness | YES/NO |

| | | |
|-------|--|--------|
| MR 5 | Submit a copy of current single business permit from Nairobi County Government or relevant County Government where business is located | YES/NO |
| MR 6 | Duly filled, signed and stamped Quotation Form | YES/NO |
| MR 7 | Original Bank statements for the last one year certified by the respective bank(s) | YES/NO |
| MR 8 | Copies of audited financial statements for the 2019, 2020 and 2021 duly signed by the auditors and directors | YES/NO |
| MR 9 | Duly filled, signed and stamped Confidential Business Questionnaire | YES/NO |
| MR 10 | Valid company registration records detailing company directors (CR12) issued within the last 6 month | YES/NO |
| MR 11 | Proof of authorization in the form of a written power of attorney shall accompany the tender if the signatory to the tender is not a director of the company (provide name and attach proof of citizenship of the signatory to the Tender). | YES/NO |
| MR 12 | Properly bound (spiral or perfect cover, hard copy or case bound) paginated, serialized tender document (each page of the tender submission must have a number and the numbers must be in chronological order to the last page). For pagination, the number system to be used are numerical numbers, i.e. 1, 2, 3, 4, 5, 6, 7, 8, 9, 10 ...n (where n is the last page number). | YES/NO |
| MR 13 | Must be registered with IRA and provide a copy of the current license(MEDICAL CATEGORY) | YES/NO |
| MR 14 | Must be a current member of AKI for the year 2022 (attach a certified and stamped copy of the certificate.) | YES/NO |
| MR 15 | Must Submit a Tender Security of Kenya Shillings One Hundred Thousand from a reputable commercial bank valid for 30 days from the Quotation closing. | YES/NO |
| MR 16 | Must fill the price schedule in the formant provided | YES/NO |
| MR 17 | The Bidder has submitted a detailed schedule enumerating the following: - i. Full details of what their cover provides ii. Full details of what their cover excludes | YES/NO |

Any tender not meeting the mandatory and other eligibility criteria will not proceed to Technical Evaluation Stage

B. Technical Evaluation

| No. | Criteria | Weighting Score | Tenderer's response | Max. Score |
|-----|--|--|---------------------|------------|
| 1 | Number of years in medical insurance | 10 years and above (5 marks) 5 to 9 years (2 marks) Below 5 years- 0 mark | | 5 |
| 2 | The product: The Cover a) Bidders to give a statement /description on the cover and how they intend to offer it to KISEB: Inpatient, Outpatient, Dental, Optical, Exclusions, Inclusions &Cover benefits, b) Provide evidence of use of Smart card services c) Provide a comprehensive & current schedule of preferred service providers and specialists d) Ability to continually provide | If the product meets ALL the required specifications-20 marks If the product meets 50% of the product specifications- 10 marks Below 50% - 0 marks | | 20 |

| | | | | |
|----|--|--|--|--------------|
| | regular reports on cost of care and risk management options. e) Provide the policy document specifying the benefits for all categories. | | | |
| 3 | All chronic illnesses, congenital defects, all pre- existing conditions and HIV-Aids related illnesses to be covered at 100% within inpatient and outpatient covers. | Inpatient limit: 100% prorated | | 10 |
| 4 | Provide a list of clients and references (recommendation letters), to which the company has provided similar services in the last 3 years) (3 of which MUST be Government Ministries/ Parastatals) The letters should contain details of the contract value (total premiums) and duration of contract and a contact person. | 10 or more clients ,10 recommendations 1 mark per reference. | | 10 |
| 5 | Provide at least Five (5) Contracts to which the company has successfully provided similar services in the last 3 years) (3 of which MUST be Government Ministries /Parastatals) (Provide cumulative list indicating Contact persons for each Contract Provided) | 5 or more Clients with references (10 marks) 2 marks per contract | | 10 |
| 6 | Bidder has in place installed IT system that provides accurate and up to date information on the administration of the scheme. 24hr contact details provided. | marks to be awarded on suitability of the System. | | 5 |
| 7 | a) Scope of coverage (within the Country) b) Scope of Coverage (Outside Countries). | A wide coverage of the Counties in Kenya covered will earn 1-10 marks Each country outside Kenya will earn 2 -10 marks. | | 10 10 |
| 8 | a) Provide CV's of at least four key technical staff who will be engaged in the assignment in format provided. (Fill form Z) b) Names of at least Three (3) contact persons who are able to make instant decisions on 24 hour call for both emergency and non- emergency cases, who must have been with the company for not less than 2years. | 1 mark per CV 2 Marks per contact person | | 4 6 |
| 9 | Extra benefits coming with the proposed medical cover i.e. Additional value-added services over and above the client's mandatory requirements | Marks to be awarded on strength of the Value Add. | | 5 |
| 10 | Claims reimbursement period | Two (2) Week (2 marks) One (1) Week (5 marks) | | 5 |
| | TOTAL | | | 100 |

The Tenderer shall also complete attached forms to confirm eligibility and non-existence of a conflict of interest in relation to this procurement requirement by signing the attached Forms.

8. **Invitation not transferable:** This invitation is not transferable to other firms or individuals not so invited.
9. **Goods Eligibility:** Tenderer must submit as evidence documents to show the country of origin of any goods to be supplied or incorporated in the work or services
10. **Technical Specifications:** Documentary evidence to show that the goods meet the technical specifications.
11. **Alternative Quotations:** Tenderers are **not permitted** to submit alternative quotations for goods/alternative technical solutions for goods.
12. **Currency:** Quotations shall be priced in **Kenya Shillings**. Quotations in other currencies will be rejected if not allowed. The Procuring Entity **shall not allow** quotations in foreign currency.
13. **Evaluation of Quotations:** The evaluation of quotations will be conducted using the procedure set out below:
 - i) Preliminary examination to determine Tenderer eligibility: Bidders' responsiveness to the requirements under 7 above.
 - ii) Technical examination to determine eligibility, compliance with technical specifications and commercial responsiveness. Quotations failing this stage will be rejected and not considered in next stage.
 - iii) Financial comparison of quotations to determine the lowest evaluated quotation.
14. **Lowest Evaluated Quotation:** The lowest evaluated quotation shall be recommended for award of contract.
15. **Award of contract:** Award of contract shall be by placement of a Letter of Acceptance or Local Purchase Order in accordance with Part 3: Contract. The currency of award and payment shall be currency in which the quotation was submitted. Unsuccessful tenderers who responded will be notified of the accepted quotation, indicating the name and the amount of the accepted quotation
16. **Right to Reject:** The Procuring Entity reserves the right to accept or reject any quotation or to cancel the quotation process and reject all quotations at any time prior to contract award.

QUOTATION AND QUALIFICATION DOCUMENTS

Instructions to Tenderer: Tenderers MUST complete and submit as part of the Form of Quotation

- (i) **SCHEDULE OF REQUIREMENTS TABLE**
- (ii) **FORM FOR DISCLOSURE OF INTEREST**
- (iii) **CERTIFICATE OF INDEPENDENT QUOTATION DETERMINATION**
- (iv) **SELF-DECLARATION FORM**
- (v) **FOREIGN TENDERER 40% RULE (where provided)**

FORM OF QUOTATION

[To be completed by Tenderer]

| | |
|----------------------------|--|
| Quotation addressed to | |
| Date of Quotation | |
| Quotation Reference Number | |
| Subject of Quotation | |

1. We have examined and have no reservations to the Request for Quotation document, and understand its full content and intent.
2. In compliance with your request for quotations dated _____, referenced above, we offer to _____ (specify one of supply goods, complete the works or provide the services) to cover and conform to our pricing listed in the attached in Table B. Quotation Submission TABLE at a total price of Kenya Shillings _____ (in words) _____ (in words) _____
3. We confirm that we are eligible to participate in public procurement and meet the eligibility criteria specified in Part 1: INSTRUCTIONS TO TENDERERS.
4. We also confirm that the _____ (goods to be supplied/works to be constructed/services to be provided (select one) conform to the SCHEDULE OF REQUIREMENTS TABLE below and in conformity with technical specifications listed in PART2: SCHEDULE OF REQUIREMENTS of this RFQ Document.
5. We undertake to adhere by the Code of Ethical Conduct for Suppliers, Contractors and Service Providers, copy available from _____ (specify website) during the procurement process and the execution of any resulting contract.
6. We confirm that the prices quoted are fixed and firm for the duration of the validity period and performance of the contract and will not be subject to revision or variation.
7. The validity period of our quotation is: _____ days from the time and date of the submission deadline (number to be same as in the instructions to Tenderers).
8. We confirm we are not submitting any other Quotation as an individual or firm, and we are not participating in any other Quotation as a Joint Venture member or as a subcontractor.
9. We, along with any of our subcontractors, suppliers, Engineer, manufacturers, or service providers for any part of the contract, are not subject to, and not controlled by any entity or individual that is subject to a temporary suspension or a debarment imposed by the Public Procurement Regulatory Authority or any other entity of the Government of Kenya, or any international organization.
10. We hereby certify that we have taken steps to ensure that no person acting for us or on our behalf engages in any type of Fraud and Corruption.
11. We hereby certify and confirm that the Quotation is genuine, non-collusive and made with the intention of accepting the contract if awarded. To this effect we have signed the "Certificate of Independent Quotation Determination" attached below.
12. We, the Tenderer, have completed fully and signed the FORM FOR DISCLOSURE OF INTEREST- interest of the firm in the Procuring Entity, attached below.

The Delivery/Completion period offered is: _____ days from date of acceptance of Quotation. The warranty period offered is _____ weeks.

Quotation Authorized by:

Name and designation _____ Signature: _____

SCHEDULE OF REQUIREMENTS

MEDICAL INSURANCE COVER SCOPE

The Kenya Institute of Supplies Examination Board (KISEB) seeks to contract a reputable Insurance Brokerage Company to provide a staff medical insurance that entails benefits which ensure members of staff receive quality health care.

The proposed Staff Medical Schemes shall be a fully enhanced medical scheme cover and is intended to provide all employees and their dependents with quality medical and health care services on 24 hours cover basis taking into cognizance the unpredictable nature of sicknesses and/or accidents. The cover will be both in and out-patient.

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

The Medical Scheme is expected to cover the following: -

1.0 In-Patient Cover

The In-patient cover benefit shall cater for illnesses requiring hospitalization and will be fully enhanced with pre-existing illnesses, chronic and HIV/AIDS conditions and will cater for the following benefits: -

- ❖ Accidental and illness hospitalization (accommodation, doctor(s)' fees, operating theatre, ICU charges, physiotherapy, prescribed drugs, dressings surgical appliances, X-rays)
- ❖ In-patient and day care surgery
- ❖ Admission bed (ward bed, private or semi-private)
- ❖ First non-elective and emergency caesarean
- ❖ Hospitalization due to dental and optical cases
- ❖ Gynecological illnesses
- ❖ Post hospitalization benefits
- ❖ Ambulance rescue/evacuation (both road and air)
- ❖ treatment while in hospital; and
- ❖ Discharge from hospital and the cost of treatment thereof.
- ❖ Renal cases
- ❖ Cancer/oncology
- ❖ Diabetes, hypertension,
- ❖ nutritional,
- ❖ ongoing treatments
- ❖ Critical Illness

1.1 Outpatient Cover

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

The outpatient cover shall encompass the following benefits:

- ◆ Routine outpatient consultation;
- ◆ Diagnostic Laboratory and Radiology services;
- ◆ Prescribed Physiotherapy;
- ◆ Prescribed drugs and dressings;
- ◆ HIV/AIDS related conditions and prescribed ARVs;
- ◆ Routine Immunization (KEPI);
- ◆ Routine Antenatal checkups (Max 1 U/S exam);

- ◆ Prenatal & Postnatal care;
- ◆ Chronic and recurring conditions;
- ◆ Outpatient Emergency Ambulance Services;
- ◆ Dental services;
- ◆ Optical services;
- ◆ Immunizations;
- ◆ Counseling services;
- ◆ Specialist opinion on referral basis;
- ◆ Health Education (wellness programmes);
- ◆ Renal treatment;
- ◆ Critical Illness
- ◆ Any additional benefits should be specified by the service provider.

1.2 Particulars/Requirements of Medical Scheme Cover:

The service provider is expected to provide the following: -

1. Full details of what the cover provides;
2. Eligible expenses included in the in-patient cover;
3. Eligible expenses included in the out-patient cover;
4. Full details of cover exclusions i.e. give specific details of each excluded condition; and
5. Dependants eligibility.

All service providers are required to fully provide information on whether the inpatient medical cover incorporates the following: -

- ✓ Last respect per death Kshs. 100,000/=

1.3 Network Coverage

The service provider should have extensive and reputable countrywide network of Hospitals, Clinics, Pharmacies and Laboratories within easy reach of the members and their dependants. The service provider is required to provide the following: -

1. Full details of towns where the insurance company is represented;
2. The appointed hospitals, clinics and doctors all over the country that can be accessed by employees and their dependants; and
3. Full details of the medical cover outside Kenya and all exclusions that are applicable.

Once in a while, staff may be required to perform their duties out of station or travel within the country or overseas to attend training, seminars or workshops or while on leave. The service provider should therefore make provision for such cases in the proposal.

1.4 Case Management

The service provider is expected to provide details on the following: -

1. A detailed description on how the cover is going to be administered;
2. An analysis on how the service provider intends to address the following issues/procedures: -
 - (a) Admission of members into the cover;
 - (b) Admission of members with pre-existing conditions into the cover;
 - (c) Admission of HIV/AIDS related cases to the cover;
 - (d) Admission of on-going treatment;
 - (e) Procedure to be followed for overseas cover;
 - (f) Procedure to be followed to procure last expense (if any in your package); and
 - (g) Any other requiring emphasis.

1.5 Claims Settlement Turnaround Time

The service provider is expected to demonstrate and give details of the claim's settlement turnaround time.

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

1.6 Financial stability

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

1.6.1 Special Medical Treatment

There are cases, which may require special treatment owing to medical history of a member of staff and/or dependant. The service provider is required to propose on how such a case is dealt with in case it re-occurs.

1.7 Exclusions and Requirements

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

1.8 References and Key Personnel

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

The service provider must give at least five (5) current clients; three (3) from the public sector indicating the type of cover, duration, and premiums for the medical scheme cover provided per each client and reliable contact persons of the client.

2.0 Medical Benefits Limits

In order to enable KISEB identify the best cover for the staff, service providers are required to indicate the premium payable for each cover limit as follows:

(i) Inpatient cover limits

| Category | Level | Number of Staff Members | Number dependents | In-patient Cover limit per family |
|----------|--------------|-------------------------|-------------------|-----------------------------------|
| A | Category A | 10 | 10 | |
| | | | | |
| | Total | 10 | 10 | |

• Staff + Dependants = 20

TOTAL = 20

(ii) Outpatient Limits

In order to enable KISEB identify the best cover for the staff, service providers are required to indicate the premium payable for each cover limit as follows across for all the categories

| |
|----------------------------------|
| Cover limit per member per annum |
| = (as provided in (i) above) |

(iii) Maternity

The cover should provide for the normal deliveries and emergency caesarian cases.

| |
|----------------------------------|
| Cover limit per member per annum |
|----------------------------------|

Up to a maximum of = for staff members only as in (i) above within the inpatient limit

(iv) Dental

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

| |
|----------------------------------|
| Cover limit per member per annum |
| /= (as per (i) above) |

(v) Optical

The cover should cater for treatment, surgery, glasses, frames and replacements and any other treatment as advised by optician.

| |
|----------------------------------|
| Cover limit per member per annum |
| /= (as per (i) above) |

(vi) Special Treatment and Any Exclusions

The Provider should clearly state in writing all exclusions in the proposed cover.

3.0 Cost of the Proposed Staff Medical Scheme

The proposed scheme will be for two (2) years None Renewable and the service provider is expected to tender based on information provided above. However, any service provider may seek clarity by contacting KISEB officials. The quote should be on the premium paid on yearly basis.

4.0 New Members

New members 'premium shall be paid on pro rata basis.

5.0 Other Details

5.1 The service provider should clearly indicate if there are other terms like co-pay, waiting period etc.

5.2 Performance review of the cover will be carried out annually

Premium Summary

| No. | Cover Type | Limit | Total Premium (Kshs.) |
|-----|------------|-------|-----------------------|
| 1 | Inpatient | | |
| 2 | Outpatient | | |
| 3 | Maternity | | |
| 4 | Dental | | |
| 5 | Optical | | |

Signature:

And Seal/Stamp

Position:

Authorized for and on behalf of (*specify name of tenderer*):

Date:

i. FORM FOR DISCLOSURE OF INTEREST

(Interest of the Firm in KISEB)

- i) Are there any person/persons in **Kenya Institute of Supplies Examination Board** who has/have an interest or relationship in this firm?
 Yes/No.....

If yes, provide details as follows:

| No | Name of Person | Designation in the Kenya Institute of Supplies Examination Board | Interest or Relationship with Tenderer |
|----|----------------|--|--|
| 1. | | | |
| 2. | | | |
| 3. | | | |
| 4. | | | |
| 5. | | | |

ii) Conflict of Interest Disclosure

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

iii. CERTIFICATION

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

Full Name

Title or Designation

(Signature)

(Date)

iv. CERTIFICATE OF INDEPENDENT QUOTATION DETERMINATION

I, the undersigned, in submitting the accompanying Letter of quotation to the

_____ [Name of Procuring Entity]

for: _____ [Name and number of quotation] in response to the request for tenders made by: _____ [Name of Tenderer] do hereby make the following statements that I certify to be true and complete in every respect:

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

1. I have read and I understand the contents of this Certificate;
2. I understand that the Tenderer will be disqualified if this Certificate is found not to be true and complete in every respect;
3. I am the authorized representative of the Tenderer with authority to sign this Certificate, and to submit the quotation on behalf of the Tenderer;
4. For the purposes of this Certificate and the quotation, I understand that the word "competitor" shall include any individual or organization, other than the Tenderer, whether or not affiliated with the Tenderer, who:
 - a) has been requested to submit a quotation in response to this request for quotations;
 - b) could potentially submit a quotation in response to this request for quotations based on their qualifications, abilities or experience;
5. The Tenderer discloses that [check one of the following, as applicable]:
 - a) The Tenderer has arrived at the quotation independently from, and without consultation, communication, agreement or arrangement with, any competitor;
 - b) the Tenderer has entered into consultations, communications, agreements or arrangements with one or more competitors regarding this request for quotations, and the Tenderer discloses, in the attached document(s), complete details thereof, including the names of the competitors and the nature of, and reasons for, such consultations, communications, agreements or arrangements;
6. In particular, without limiting the generality of paragraphs (5)(a) or (5)(b) above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
 - a) prices;
 - b) methods, factors or formulas used to calculate prices;
 - c) the intention or decision to submit, or not to submit, a quotation; or
 - d) the submission of a quotation which does not meet the specifications of the request for quotations; except as specifically disclosed pursuant to paragraph (5) (b) above;
7. In addition, there has been no consultation, communication, agreement or arrangement with any competitor regarding the quality, quantity, specifications or delivery particulars of the works or services to which this request for tenders relates, except as specifically authorized by the procuring authority or as specifically disclosed pursuant to paragraph (5)(b) above;
8. the terms of the quotation have not been, and will not be, knowingly disclosed by the Tenderer, directly or indirectly, to any competitor, prior to the date and time of the official quotation opening, or of the awarding of the Contract, whichever comes first, unless otherwise required by law or as specifically disclosed pursuant to paragraph (5)(b) above.

Name

Title

Date

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

v. SELF-DECLARATION FORM

We, the Tenderer _____ (*insert name*) submitting our Quotation in respect of Quotation No _____ for _____ (*insert quotation Title Description*) for _____ (*insert Name of Procuring Entity*)

DECLARE AS FOLLOWS:

That, We the Tenderer including any entity or individual that directly or indirectly controls, is controlled by or is under common control with us, and any subcontractors, suppliers, project managers, consultants, manufacturers, service providers, agents, individuals, or any other party involved or to be involved for any part of the processes of procurement and contract execution related to the above quotation:

- a) have not engaged/will not engage in any corrupt or fraudulent practices in the processes of procurement and contract execution related to the above quotation as defined and/or described in the following:
 - i) the RFQ for the above Quotation;
 - ii) Kenya's Public Procurement and Asset Disposal Act, 2015) and its attendant Regulations;
 - iii) Kenya's Anti-Corruption and Economic Crimes Act, 2013; and
 - iv) any such other Acts or Regulations of Government of Kenya;
- b) have not offered/will not offer any inducement to any member of the board, management, staff and/or employees and/or agents of KISEB;
- c) have not engaged/will not engage in any collusive or corrosive practice with other tenderers participating in the subject quotation;
- d) have not been sanctioned or debarred by any entity from participation in public procurement proceedings of Kenya.

That, what is deponed to herein above is true to the best of our knowledge, information and belief.

Name of the Tenderer:[*insert complete name of tenderer signing the quotation*]

Name of the person duly authorized to sign the quotation on behalf of the Tenderer:
.....[*insert complete name of person duly authorized to sign the quotation*]

Title of the person signing the Quotation:[*insert complete title of the person signing the quotation*]

Signature of the person named above:[*insert signature of person whose name and capacity are shown*]

PART 2: SCHEDULE OF REQUIREMENTS

TABLE A. SCHEDULE OF REQUIREMENTS, TECHNICAL SPECIFICATIONS

Table A. SCHEDULE OF REQUIREMENTS AND TECHNICAL SPECIFICATIONS

[Procuring Entity to complete Columns a-d and Tenderer to complete Column Indicating YES or No and if NO indicate the specification of the offered item]

| Item No. | Description of Service | Quantity | TECHNICAL SPECIFICATIONS (completed by Procuring Entity) | CONFORMITY WITH TECHNICAL SPECIFICATIONS (to be completed by Tenderer) |
|----------|------------------------|---------------------------|---|---|
| | B | C | D | E |
| 1. | Inpatient | 10 staff 10 dependants | | |
| 2. | Outpatient | 10 staff 10 dependants | | |
| 3. | Maternity | 10 staff 10 dependants | | |
| 4. | Dental | 10 staff 10 dependants | | |
| 5. | Optical | 10 staff 10 dependants | | |

ATTACHMENTS *(to be listed below and supplied by Procuring Entity)*

TABLE B. SCHEDULE OF REQUIREMENTS TABLE

(Procuring Entity will complete the list of items to be same as those on Table A. Schedule of Requirements and Technical Specifications and tenderer should complete columns c-e)

| Item | Description of Goods) | Quantity | Unit Price | Total Price |
|------|-----------------------|---------------------------|------------|-------------|
| | B | C | D | E |
| 1. | Inpatient | 10 staff 10 dependants | | |
| 2. | Outpatient | 10 staff 10 dependants | | |
| 3. | Maternity | 10 staff 10 dependants | | |
| 4. | Dental | 10 staff 10 dependants | | |
| 5. | Optical | 10 staff 10 dependants | | |

Signature: _____

And seal/Stamp _____ Name: _____

Position: _____

Authorized for and on behalf of *(specify name of tenderer)*

Date: _____

PART 3: CONTRACT

CONTRACT AGREEMENT

- (1) THIS CONTRACT AGREEMENT is made _____ (specify date). Between **Kenya Institute of Supplies Examination Board**, and having its principal place of KISM TOWERS, 11th floor, Nairobi, Ngong Road P.O. Box 22873-00505 and _____ [Insert name of Supplier, or contractor or service provider], and having its principal place of business at _____ [insert address of Supplier, contractor or service provider].
- (2) WHEREAS the **Kenya Institute of Supplies Examination Board** invited quotations for the **Provision of Staff Medical Insurance Cover** described in Table B, i.e. _____ [insert brief description of Goods, works and Services] and has accepted a Quotation by the Tenderer in the sum of _____ [insert Contract Price in words and figures] (hereinafter called "the Contract Price").
- (3) NOW THIS AGREEMENT WITNESSED AS FOLLOWS:
1. This Contract Agreement includes the following documents:
 - a) Table A. SCHEDULE OF REQUIREMENTS AND TECHNICAL SPECIFICATIONS.
 - b) Table B. QUOTATION SUBMISSION TABLE.
 - c) FORM OF QUOTATION.
 - d) Conditions of Contract.
 2. In consideration of the payments to be made by the **Kenya Institute of Supplies Examination Board** to the *Supplier* as hereinafter mentioned, the *Supplier* hereby covenants with the **Kenya Institute of Supplies Examination Board** to provide the services and to remedy defects therein in conformity in all respects with the provisions of the Contract.
 3. The Procuring Entity hereby covenants to pay the Supplier in consideration of the provision of the Goods 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.

(4) In WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with the laws of Kenya.

For and on behalf of the **Kenya Institute of Supplies Examination Board**

Signed:
in the capacity of.....*[insert title or other appropriate designation]*

in the presence of..... *[insert identification of official witness]*

For and on behalf of the Supplier/Contractor/Service Provider (select one)

Signed:*[insert signature of authorized representative(s) of the Supplier]*

in the capacity of..... *[insert title or other appropriate designation]*

in the presence of..... *[insert identification of official witness]*

CONDITIONS OF CONTRACT

1. Language

The Contract as well as all correspondence and documents relating to the Contract exchanged by the Supplier and **Kenya Institute of Supplies Examination Board** shall be written in the **English Language**.

2. Eligibility

The goods shall have the nationality of an eligible country. All Goods and Related Services to be supplied under the Contract shall have their origin in **Eligible Countries**.

3. Notices

Any notice given by one party to the other pursuant to the Contract shall be in **writing**.

4. Governing Law

The Contract shall be governed by and interpreted in accordance with the **Laws of Kenya**.

5. Settlement of Disputes

The **Kenya Institute of Supplies Examination Board** and the Supplier shall make every effort to resolve amicably by direct informal negotiation any disagreement or dispute arising between them under or in connection with the Contract. If the parties have failed to resolve their dispute or difference by such mutual consultation, either the **Kenya Institute of Supplies Examination Board** or the Supplier may give notice to the other party of its intention to commence arbitration. The dispute shall be referred to adjudication or arbitration in accordance with the laws of Kenya.

6. Supplier/Contractor/Service Provider Responsibilities

The Supplier shall supply all the Goods included in the Schedule of Requirements.

7. Contract Price

Prices charged by the Supplier under the Contract shall not vary from the prices quoted by the Supplier in its quotation.

8. Terms of Payment

The Contract Price shall be paid One hundred (100) percent of the Contract Price as follows:

- i) For works, price of goods received upon submission of a claim/invoice supported by the acceptance certificate issued by the **Kenya Institute of Supplies Examination Board**.
- ii) be accepted by the **Kenya Institute of Supplies Examination Board**, payments up to final completion certificate

9. Inspections and Tests

The Supplier shall at its own expense and at no cost to the **Kenya Institute of Supplies Examination Board** out all such tests and/or inspections of the Goods, works or Services to confirm their conformity to technical specifications.

10. Warranty

The Supplier warrants that all the Goods are new, unused, and of the most recent or current models, and that they incorporate all recent improvements in design and materials, unless provided otherwise in the contract.