



**KENYA POWER
PENSION FUND**

PROVISION OF MEDICAL COVER FOR STAFF - TENDER NO. KPPF/PROC/2-A/03/2024

(ONE ENVELOPE TENDER)

JUNE 2024

Stima PlazaAnnex, Kolobot Road,
P.O. Box 1548 - 00600
Nairobi, Kenya.

TEL NO: 254-20-5209600/ 0711 082 700

EMAIL: tenders@kppf.co.ke

**ALL CANDIDATES ARE ADVISED TO READ CAREFULLY THIS TENDER DOCUMENT IN ITS ENTIRETY BEFORE
MAKING ANY BID**

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SECTION I - INVITATION TO TENDER

DATE: JUNE 2024

- 1.1 The Kenya Power Pension Fund (KPPF) invites bids from eligible tenderers for **PROVISION OF MEDICAL COVER FOR STAFF - TENDER NO. KPPF/PROC/2-A/03/2024**
- 1.2 Tendering will be conducted under open competitive method using a standardized tender document. Tendering is open to all qualified and interested Tenderers.
- 1.3 Qualified and interested tenderers may obtain further information and inspect the Tender Documents during office hours [0800 to 1700 hours] Monday to Friday at the address given below.

The Head of Procurement,
Kenya Power Pension Fund, Stima plaza Annex,
Kolobot Road, Parklands
P.O Box 1548 – 00600 Nairobi, Kenya.
TEL NO: 254-20-5029600
EMAIL: tenders@kppf.co.ke
- 1.4 Tender documents may be viewed and downloaded for **FREE** from the website www.kppf.co.ke and Tenderers who download the tender document must forward their particulars immediately to the postal and email address named above to facilitate any further clarification or addendum.
- 1.5 Completed Tenders **MUST** be enclosed in plain sealed envelopes marked with the tender reference number **“TENDER NO. KPPF/PROC/2-A/03/2024”** and Tender name **‘PROVISION OF MEDICAL COVER FOR STAFF’** and be deposited in the Tender Box next to the lift lobby located at Stima Plaza Annex, Ground Floor, Kolobot Road, Nairobi, Kenya so as to be received on or before **Tuesday 18th June 2024 AT 11:30 AM**. Electronic Tenders will not be permitted.
- 1.6 Any duly sealed tender documents which are **bulky** and cannot fit into the Tender Box shall be received only between **8.00 a.m. and 4.00 p.m.** at the Kenya Power Pension Fund Offices, **Stima Plaza Annex, 3rd Floor Reception before the tender submission deadline**. Bidders who submit documents in accordance with this paragraph **must sign the submission register** for bulky Tender documents which will be availed at the time and place of submission.
- 1.7 Tenders will be opened immediately after the deadline date and time specified above or any deadline date and times specified later. Tenders will be publicly opened in the presence of the Tenderers' designated representatives who choose to attend at **Ground Floor Stima Plaza Annex, Kenya Power Pension Fund Offices, Kolobot Road Parklands Nairobi Kenya**.
- 1.8 Prices quoted should be inclusive of all taxes and delivery costs to the required site (where applicable) and **must be in Kenya Shillings** and shall remain valid for Two Hundred and Ten (**210**) days from the closing date of the tender.

- 1.9 The Tenderer shall chronologically serialize all pages of the tender documents submitted.
- 1.10 The Fund reserves the right to conduct due diligence and, for that purpose, to contact any government or other agency in order to satisfy itself of the eligibility and/or suitability of any Bidder, provided that the foregoing shall not be interpreted to excuse any Bidder from making all disclosures required in the tender documents and the applicable laws.
- 1.11 Late tenders will be rejected



E. RUTTOH
CEO AND TRUST SECRETARY
4th JUNE 2024

PART 1 - TENDERING PROCEDURES

SECTION I -INSTRUCTIONS TO TENDERERS

A. General

Definitions

In this tender, unless the context or express provision otherwise requires: -

- a) *Any reference to any Act shall include any statutory extension, amendment, modification, re-amendment or replacement of such Act and any rule, regulation or order made there-under.*
- b) *“Date of Tender Document” shall be the start date specified on the KPPF tender document*
- c) *“Day” means calendar day and “month” means calendar month.*
- d) *“KEBS” wherever appearing means the Kenya Bureau of Standards or its successor(s) and assign(s) where the context so admits.*
- e) *“KENAS” wherever appearing means the Kenya National Accreditation Service or its successor(s) and assign(s) where the context so admits*
- f) *“PPRA” wherever appearing means The Public Procurement Regulatory Authority or its successor(s) and assign(s) where the context so admits.*
- g) *Reference to “the tender” or the “Tender Document” includes its appendices and documents mentioned hereunder and any reference to this tender or to any other document includes a reference to the other document as varied supplemented and/or replaced in any manner from time to time.*
- h) *“The Procuring Entity” means The Kenya Power & Lighting Company Limited Staff Retirement Benefits Scheme or its successor(s) and assign(s) where the context so admits (hereinafter referred to as Kenya Power Pension Fund abbreviated as KPPF).*
- i) *“The Tenderer” means the person(s) submitting its Tender for the supply, installation and commissioning (where applicable) of the goods in response to the Invitation to Tender.*
- j) *Where there are two or more persons included in the expression the “Tenderer”, any act or default or omission by the Tenderer shall be deemed to be an act, default or omission by any one or more of such persons.*
- k) *Words importing the masculine gender only, include the feminine gender or (as the case may be) the neutral gender.*
- l) *Words importing the singular number only include the plural number and vice-versa and where there are two or more persons included in the expression the “Tenderer” the covenants, agreements and obligations expressed to be made or performed by the Tenderer shall be deemed to be made or performed by such persons jointly and severally.*
- m) *KPPF’s “authorized person” shall mean its CEO & Trust Secretary who is designated by the PPAD Act 2015 to exercise such power, authority or discretion as is required under the tender and any contract arising therefrom, or such other KPPF staff delegated with such authority.*
- n) *Citizen suppliers-means a person/firm wholly owned and controlled by person(s) who are citizens of Kenya.*
- o) *Local suppliers- a firm shall be qualified as a local supplier if it is registered in Kenya.*

1. Scope of Tender

- 1.1 This tendering document is for the delivery of Insurance Services, as specified in Section V, Procuring Entity's Requirements. The name, identification and number of this tender are specified in the **TDS**.

2. Throughout this tendering document:

2.1 The terms:

- a) The term "in writing" means communicated in written form (e.g., by mail, e-mail, fax, including if specified **in the TDS**, distributed or received through the electronic- procurement system used by Kenya Power Pension Fund with proof of receipt;
- b) if the contexts or esquires, "singular" means "plural" and vice versa; and
- c) "Day" means calendar day, unless otherwise specified as "Business Day". A Business Day is any day that is an official working day of Kenya Power Pension Fund . It excludes Kenya Power Pension Fund official public holidays.

- 2.2 The successful Tenderer will be expected to complete the performance of the Services by the Intended Completion Date provided **in the TDS**.

3. Fraud and Corruption

- 3.1 Kenya Power Pension Fund requires compliance with the provisions of the Public Procurement and Asset Disposal Act, 2015 (the Act), Section 62 "Declaration not to engage in corruption". The tender submitted by a person shall include a declaration that the person shall not engage in any corrupt or fraudulent practice and a declaration that the person or his or her sub-contractors are not debarred from participating in public procurement proceedings.

- 3.2 Kenya Power Pension Fund requires compliance with the provisions of the Competition Act 2010, regarding collusive practices in contracting. Any tenderer found to have engaged in collusive conduct shall be disqualified and criminal and/or civil sanctions may be imposed. To this effect, Tenders shall be required to complete and sign the "Certificate of Independent Tender Determination" annexed to the Form of Tender.

- 3.3 **Unfair Competitive Advantage** - Fairness and transparency in the tender process require that the firms or their Affiliates competing for a specific assignment do not derive a competitive advantage from having provided consulting services related to this tender. To that end, Kenya Power Pension Fund shall indicate in the **TDS** and make available to all the firms together with this tender document all Information that would in that respect give such firm any unfair competitive advantage over competing firms.

- 3.4 Tenderers shall permit and shall cause their agents (where declared or not), subcontractors, sub-consultants, service providers, suppliers, and their personnel, to permit Kenya Power Pension Fund to inspect all accounts, records and other documents relating to any initial selection process, pre-qualification process, tender submission, proposal submission, and contract performance (in the case of award), and to have them audited by auditors appointed by Kenya Power Pension Fund .

4. Eligible Tenderers

- 4.1 A Tenderer may be a firm that is a private entity, a state-owned entity or institution

subject to ITT 4.6, or any combination of such entities in the form of a Joint Venture (JV) under an existing agreement or with the intent to enter into such an agreement supported by a Form of intent. In the case of a joint venture, all members shall be jointly and severally liable for the execution of the entire Contract in accordance with the Contract terms. The JV shall nominate a Representative who shall have the authority to conduct all business for and on behalf of any and all the members of the JV during the Tendering process and, in the event the JV is awarded the Contract, during contract execution. Members of a joint venture may not also make an individual tender, be a sub contract or in a separate tender or be part of another joint venture for the purposes of the same Tender. The maximum number of JV members shall be specified in the **TDS**.

- 4.2 Public Officers, of Kenya Power Pension Fund , their Spouses, Child, Parent, Brothers or Sister. Child, Parent, Brother or Sister of a Spouse in which they have a substantial or controlling interest shall not be eligible to tender or be awarded contract. Public Officers are also not allowed to participate in any procurement proceedings.
- 4.3 A Tenderer shall not have a conflict of interest. Any Tenderer found to have a conflict of interest shall be disqualified. A Tenderer may be considered to have a conflict of interest for the purpose of this Tendering process, if the Tenderer:
- a Directly or indirectly controls, is controlled by or is under common control with another Tenderer; or
 - b Receives or has received any direct or indirect subsidy from another Tenderer; or
 - c has the same legal representative as another Tenderer; or
 - d has a relationship with another Tenderer, directly or through common third parties, that puts it in a position to influence the Tender of another Tenderer, or influence the decisions of Kenya Power Pension Fund regarding this Tendering process; or
 - e or any of its affiliates participated as a consultant in the preparation of Kenya Power Pension Fund Requirements (including Activities Schedules, Performance Specifications and Drawings) for the Non-Consulting Services that are the subject of the Tender; or
 - f or any of its affiliates has been hired (or is proposed to be hired) by Kenya Power Pension Fund for the Contract implementation; or
 - g would be providing goods, works, or non-consulting services resulting from or directly related to consulting services for the preparation or implementation of the project specified in the TDS ITT 2. 1 that it provided or were provided by any affiliate that directly or indirectly controls, is controlled by, or is under common control with that firm; or
 - h has a close business or family relationship with a professional staff of Kenya Power Pension Fund or of the project implementing agency, who:
 - i are directly or in directly involved in the preparation of the tendering document or specifications of the contract, and/or the Tender evaluation process of such contract; or
 - ii Would be involved in the implementation or supervision of such contract unless the conflicts teeming from such relationship has been resolved in a manner acceptable to Kenya Power Pension Fund throughout the procurement process and execution of the Contract.
- 4.4 A firm that is a Tenderer (either individually or as a JV member) shall not participate in more than one tender, except for permitted alternative Tenders. This includes participation as a subcontractor. Such participation shall result in the disqualification of

all Tenders in which the firm is involved. A firm that is not a Tenderer or a JV member may participate as a sub-contractor in more than one Tender.

- 4.5 A Tenderer may have the nationality of any country, subject to the restrictions pursuant to ITT 4.9.
- 4.6 A Tenderer that has been sanctioned by PPRA or are under a temporary suspension or a debarment imposed by any other entity of the Government of Kenya shall be ineligible to be pre-qualified for, initially selected for, tender for, propose for, or be awarded a contract during such period of sanctioning. The list of debarred firms and individuals is available at the PPRA Website www.ppra.go.ke
- 4.7 Tenderers that are state-owned enterprises or institutions in Kenya may be eligible to compete and be awarded a Contract(s) if they can establish that they are registered as insurance businesses.
- 4.8 A tenderer under suspension from tendering as the result of the operation of a Tender-Securing Declaration or Proposal-Securing Declaration shall not be eligible to tender.
- 4.9 Firms and individuals may be ineligible if (a) as a matter of law or official regulations, Kenya prohibits commercial relations with that country, or (b) by an act of compliance with a decision of the United Nations Security Council take under Chapter VII of the Charter of the United Nations, Kenya prohibits any import of goods or contracting of works or services from that country, or any payments to any country, person or entity in that country.
- 4.10 The Insurance Act of Kenya (Revised 2017) requires that insurance companies that wish to offer insurance services in Kenya should be registered with the Insurance Regulatory Authority (IRA) of Kenya to allow them undertake insurance business in Kenya. Registration shall not be a condition for tender, but it shall be a condition of contract award and signature. A selected tenderer shall be given opportunity to register before contract award and signature of contract. Details on application for registration with Insurance Regulatory Authority may be accessed from the website www.ira.go.ke
- 4.11 The Competition Act of Kenya requires that firms wishing to tender as Joint Venture undertakings which may prevent, distort or lessen competition in provision of services are prohibited unless they are exempt in accordance with the provisions of Section 25 of the Competition Act, 2010. JVs will be required to seek for exemption from the Competition Authority. Exemption shall not be a condition for tender, but it shall be a condition of contract award and signature. A JV tenderer shall be given opportunity to seek such exemption as a condition of award and signature of contract. Application for exemption from the Competition Authority of Kenya may be accessed from the website www.cak.go.ke
- 4.12 A Kenyan tenderer shall be eligible to tender if it provides evidence of having fulfilled his/her tax obligations by producing a valid tax compliance certificate or tax exemption certificate issued by the Kenya Revenue Authority.

5 Qualification of the Tenderer

- 5.2 In the event that pre-qualification of Tenderers has been undertaken as stated in ITT 18.3, the provisions on qualifications of the Section III, Evaluation and Qualification Criteria shall not apply.

B. Contents of Tendering Document

6 Sections of Tendering Document

6.1 The tendering document consists of Parts 1, 2, and 3, which include all the sections indicated below and should be read in conjunction with any Addenda issued in accordance with ITT 10.

PART 1: Tendering Procedures

- i) Section I - Instructions to Tenderers (ITT)
- ii) Section II - Tender Data Sheet (TDS)
- iii) Section III - Evaluation and Qualification Criteria
- iv) Section IV - Tendering Forms

PART 2: Procuring Entity's Requirements

- v) Section V-Procuring Entity's Requirements

PART 3: Contract

- vi) Section VI - General Conditions of Contract (GCC)
- vii) Section VII - Special Conditions of Contract (SCC)
- viii) Section VIII - Contract Forms

6.2 The Invitation to Tender (ITT) notice or the notice to pre-qualify Tenderers, as the case may be, issued by Kenya Power Pension Fund is not part of this tendering document.

6.3 Unless obtained directly from Kenya Power Pension Fund, Kenya Power Pension Fund is not responsible for the completeness of the document, responses to requests for clarification, the Minutes of the pre-Tender meeting (if any), or Addenda to the tendering document in accordance with ITT 10. In case of any contradiction, documents obtained directly from Kenya Power Pension Fund shall prevail.

6.4 The Tenderer is expected to examine all instructions, forms, terms, and specifications in the tendering document and to furnish with its Tender all information or documentation as is required by the tendering document.

7 Clarification of Tender Document, Site Visit, Pre-Tender Meeting

7.1 A Tenderer requiring any clarification of the Tender Document shall contact Kenya Power Pension Fund in writing at the address specified in the TDS or raise its enquiries during the pre-Tender meeting and the pre-arranged pretender visit of the site of the Service if provided for in accordance with ITT 8.4. Kenya Power Pension Fund will respond in writing to any request for clarification, provided that such request is received no later than the period specified in the **TDS** prior to the deadline for submission of tenders. Kenya Power Pension Fund shall forward copies of its response to all tenderers who have acquired the Tender Documents in accordance with ITT 6.3, including a description of the inquiry but without identifying its source. If so specified in the **TDS**, Kenya Power Pension Fund shall also promptly publish its response at the webpage identified in the **TDS**. Should the clarification result in changes to the essential elements of the Tender Documents, Kenya Power Pension Fund shall amend the Tender Documents appropriately following the procedure under ITT 8.4.

7.2 The Tenderer, at the Tenderer's own responsibility and risk, is encouraged to visit and examine and inspect the Site of the Required Services and its surroundings and obtain all information that may be necessary for preparing the Tender and entering into a contract for the Services. The costs of visiting the Site shall be the Tenderer's own expense.

7.3 The Tenderer is requested to submit any questions in writing, to reach Kenya Power

Pension Fund not later than the period specified in the **TDS** before the meeting.

- 7.4 Minutes of the pre-Tender meeting and the pre-arranged pre tender visit of the site of the service, if applicable, including the text of the questions asked by Tenderers and the responses given, together with any responses prepared after the meeting, will be transmitted promptly to all Tenderers who have acquired the Tender Documents in accordance with ITT6.3. Minutes shall not identify the source of the questions asked.
- 7.5 Kenya Power Pension Fund shall also promptly publish anonymized (*no names*) Minutes of the pre-Tender meeting and the pre-arranged pretender visit of the site of the service at the web page identified **in the TDS**. Any modification to the Tender Documents that may become necessary as a result of the pre-Tender meeting shall be made by Kenya Power Pension Fund exclusively through the issue of an Addendum pursuant to ITT10 and not through the minutes of the pre-Tender meeting. Nonattendance at the pre-Tender meeting will not be a cause for disqualification of a Tenderer.

8 Clarification of Tender Documents

- 8.1 A Tenderer requiring any clarification of the tendering document shall contact Kenya Power Pension Fund in writing at the address specified in the TDS. Kenya Power Pension Fund will respond in writing to any request for clarification, provided that such request is received prior to the deadline for submission of Tenders within a period specified in the TDS. Kenya Power Pension Fund shall forward copies of its response to all Tenderers who have acquired the tendering document in accordance with ITT 6.3, including description of the inquiry but without identifying its source. If so specified in the TDS, Kenya Power Pension Fund shall also promptly publish its response at the web page identified in the TDS. Should the clarification result in changes to the essential elements of the tendering document, Kenya Power Pension Fund shall amend the tendering document following the procedure under ITT 9 and ITT 23.2.

9 Amendment of Tender Documents

- 9.1 At any time prior to the deadline for submission of Tenders, Kenya Power Pension Fund may amend the Tendering document by issuing addenda.
- 9.2 Any addendum issued shall be part of the tendering document and shall be communicated in writing to all who have obtained the tendering document from Kenya Power Pension Fund in accordance with ITT 6.3. Kenya Power Pension Fund shall also promptly publish the addendum on its web page in accordance with ITT 8.4.
- 9.3 To give prospective Tenderers reasonable time in which to take an addendum into account in preparing their Tenders, Kenya Power Pension Fund shall extend, as necessary, the deadline for submission of Tenders, in accordance with ITT 24.2 below.

C. Preparation of Tenders

10 Cost of Tendering

- 10.1 The Tenderer shall bear all costs associated with the preparation and submission of its Tender, and Kenya Power Pension Fund shall not be responsible or liable for those costs, regardless of the conduct or outcome of the Tendering process.

11 Language of Tender

- 11.1 The Tender as well as all correspondence and documents relating to the Tender exchanged by the Tenderer and Kenya Power Pension Fund shall be written in the English language. Supporting documents and printed literature that are part of the

Tender may be in another language provided they are accompanied by an accurate translation of the relevant passages into the English language, in which case, for purposes of interpretation of the Tender, such translation shall govern.

12 Documents Comprising the Tender

12.1 The Tender shall comprise the following:

- a **Form of Tender** prepared in accordance with ITT 13 ;
- b **Schedules:** priced Activity Schedule completed in accordance with ITT 13 and ITT 15 ;
- c **Tender Security or Tender-Securing Declaration** in accordance with ITT 20 ;
- d **Alternative Tender:** if permissible in accordance with ITT 14 ;
- e **Authorization:** written confirmation authorizing the signatory of the Tender to commit the Tenderer, in accordance with ITT 25.1 ;
- f **Qualifications:** documentary evidence in accordance with ITT 18.2 establishing the Tenderer's qualifications to perform the Contract if its Tender is accepted;
- g **Tenderer's Eligibility:** documentary evidence in accordance with ITT 18 establishing the Tenderer's eligibility to Tender;
- h **Conformity:** documentary evidence in accordance with ITT 17 , that the Services conform to the tendering document; and
- i Any other document required in the **TDS**.

12.3 The Tenderer shall furnish in the Form of Tender information on commissions and gratuities, if any, paid or to be paid to agents or any other party relating to this Tender.

13 Form of Tender and Activity Schedule

13.1 The Form of Tender and priced Activity Schedule shall be prepared using the relevant forms furnished in Section IV, Tendering Forms. The forms must be completed without any alterations to the text, and no substitutes shall be accepted except as provided under ITT 21 . All blank spaces shall be filled in with the information requested. The Tenderer shall chronologically serialize pages of all tender documents submitted.

14 Alternative Tenders

14.1 Unless otherwise indicated **in the TDS**, alternative Tenders shall not be considered. If alternatives are permitted, only the technical alternatives, if any, of the Best Evaluated Tender shall be considered by Kenya Power Pension Fund .

15 Tender Prices and Discounts

15.1 The prices (or premiums) and discounts (including any price reduction) quoted by the Tenderer in the Form of Tender and in the Schedule of Requirements shall conform to the requirements specified below.

15.2 All Contract shall be for the Insurance Services of the items described in the Schedule of Requirements submitted by the Tenderer.

15.3 The Tenderer shall quote any discounts in the Form of Tender in accordance with ITT 13.1.

- 15.4 All duties, taxes, and other levies payable by the Insurance Provider under the Contract, or for any other cause, as of the date 30 days prior to the deadline for submission of Tenders, shall be included in the total Tender price submitted by the Tenderer.
- 15.5 If provided for in the TDS, the rates and prices quoted by the Tenderer shall be subject to adjustment during the performance of the Contract in accordance with and the provisions of Clause 6.3 of the General Conditions of Contract and / or Special Conditions of Contract. The Tenderer shall submit with the Tender all the information required under the Special Conditions of Contract and of the General Conditions of Contract.

16 Currencies of Tender and Payment

- 16.1 The currency of the Tender and the currency of payments shall be Kenya Shillings, unless specified otherwise in the TDS.

17 Documents Establishing Conformity of Services

- 17.1 To establish the conformity of the Insurance Services to the tendering document, the Tenderer shall furnish as part of its Tender the documentary evidence that Services provided conform to the technical specifications and standards specified in Section VII, Kenya Power Pension Fund Requirements.
- 17.2 Standards for provision of the Insurance Services are intended to be descriptive only and not restrictive. The Tenderer may offer other standards of quality provided that it demonstrates, to Kenya Power Pension Fund satisfaction, that the substitutions ensure substantial equivalence or are superior to those specified in the Section VII, Kenya Power Pension Fund Requirements.
- 17.3 Tender to provide, as part of the data for qualification, such information, including details of ownership, as shall be required to determine whether, according to the classification established by Kenya Power Pension Fund a Service provider or group of service providers, qualifies for a margin of preference. Further the information will enable Kenya Power Pension Fund identify any actual or potential conflict of interest in relation to the procurement and/or contract management processes, or a possibility of collusion between tenderers, and thereby help to prevent any corrupt influence in relation to the procurement process or contract management.
- 17.4 The purpose of the information described in ITT 17.3 above, overrides any claims to confidentiality which a tenderer may have. There can be no circumstances in which it would be justified for a tenderer to keep information relating to its ownership and control confidential where it is tendering to undertake public sector work and receive public sector funds. Thus, confidentiality will not be accepted by Kenya Power Pension Fund as a justification for a Tenderer's failure to disclose, or failure to provide required information on its ownership and control.
- 17.5 The Tenderer shall provide further documentary proof, information or authorizations that Kenya Power Pension Fund may request in relation to ownership and control which information on any changes to the information which was provided by the tenderer under ITT 17.3 . The obligations to require this information shall continue for the duration of the procurement process and contract performance and after completion of the contract, if any change to the information previously provided may reveal a conflict of interest in relation to the award or management of the contract.
- 17.6 All information provided by the tenderer pursuant to these requirements must be complete, current and accurate as at the date of provision to Kenya Power Pension

Fund . In submitting the information required pursuant to these requirements, the Tenderer shall warrant that the information submitted is complete, current and accurate as at the date of submission to Kenya Power Pension Fund .

- 17.7 If a tenderer fails to submit the information required by these requirements, its tenderer will be rejected. Similarly, if Kenya Power Pension Fund is unable, after taking reasonable steps, to verify to a reasonable degree the information submitted by a tenderer pursuant to these requirements, then the tender will be rejected.
- 17.8 If information submitted by a tenderer pursuant to these requirements, or obtained by Kenya Power Pension Fund (whether through its own enquiries, through notification by the public or otherwise), shows any conflict of interest which could materially and improperly benefit the tenderer in relation to the procurement or contract management process, then:
- i) If the procurement process is still on going, the tenderer will be disqualified from the procurement process,
 - ii) if the contract has been awarded to that tenderer, the contract award will be set aside, pending the outcome of (iii),
 - iii) The tenderer will be referred to the relevant law enforcement authorities for investigation of whether the tenderer or any other persons have committed any criminal offence.
- 17.9 If a tenderer submits information pursuant to these requirements that is in complete, inaccurate or out-of-date, or attempts to obstruct the verification process, then the consequences ITT 17.8 will ensue unless the tenderer can show to the reasonable satisfaction of Kenya Power Pension Fund that any such act was not material, or was due to genuine error which was not attributable to the intentional act, negligence or recklessness of the tenderer.

18 Documents Establishing the Eligibility and Qualifications of the Tenderer

- 18.1 To establish Tenderer's their eligibility in accordance with ITT4, Tenderers shall complete the Form of Tender, included in Section IV, Tendering Forms.
- 18.2 The documentary evidence of the Tenderer's qualification's to perform the Contract if its Tender is accepted shall establish to Kenya Power Pension Fund satisfaction that the Tenderer meets each of the qualification criterion specified in Section III, Evaluation and Qualification Criteria.
- 18.3 In the event that pre-qualification of Tenderers has been undertaken, only Tenders from prequalified Tenderers shall be considered for award of Contract. These qualified Tenderers should submit with their Tenders any information updating their original pre-qualification applications or, alternatively, confirm in their Tenders that the originally submitted pre-qualification information remains essentially correct as of the date of Tender submission.
- 18.4 If pre-qualification has not taken place before Tendering, the qualification criteria for the Tenderers are specified- in Section III, Evaluation and Qualification Criteria.

19 Period of Validity of Tenders

- 19.1 Tenders shall remain valid for the Tender Validity period specified in the TDS. The Tender Validity period starts from the date fixed for the Tender submission deadline date (as prescribed by Kenya Power Pension Fund in accordance with ITT 23.1). A Tender valid for a shorter period shall be rejected by Kenya Power Pension Fund as non-responsive.

19.2 In exceptional circumstances, prior to the expiration of the Tender validity period, Kenya Power Pension Fund may request Tenderers to extend the period of validity of their Tenders. The request and the responses shall be made in writing. If a Tender Security is requested in accordance with ITT20, it shall also be extended for a corresponding period. A Tenderer may refuse the request without forfeiting its Tender Security. A Tenderer granting the request shall not be required or permitted to modify its Tender.

20 Tender Security

20.1 The Tenderer shall furnish as part of its Tender, either a Tender-Securing Declaration or a Tender security, as specified **in the TDS**, in original form and, in the case of a Tender Security, in the amount and currency specified **in the TDS**.

20.2 A Tender Securing Declaration shall use the form included in Section IV, Tendering Forms.

20.3 If a Tender Security is specified pursuant to ITT 21.1, from a reputable source, and an eligible country and shall be in any of the following forms at the Tenderer's option:

- i) cash;
- ii) a bank guarantee;
- iii) a guarantee by an insurance company registered and licensed by the Insurance Regulatory Authority listed by the Authority; or
- iv) a guarantee issued by a financial institution approved and licensed by the Central Bank of Kenya,

20.4 If a Tender Security is specified pursuant to ITT 20.1, any Tender not accompanied by a substantially responsive Tender Security shall be rejected by Kenya Power Pension Fund as non-responsive.

20.5 If a Tender Security is specified pursuant to ITT 21.1, the Tender Security of unsuccessful Tenderers shall be returned as promptly as possible upon the successful Tenderer's signing the contract and furnishing the Performance Security pursuant to ITT 46. Kenya Power Pension Fund shall also promptly return the tender security to the tenderers where the procurement proceedings are terminated, all tenders were determined non-responsive or a bidder declines to extend tender validity period.

20.6 The Tender Security of the successful Tenderer shall be returned as promptly as possible once the successful Tenderer has signed the Contract and furnished the required Performance Security.

20.7 The Tender Security may be forfeited or the Tender-Securing Declaration executed:

- a. If a Tenderer withdraws its Tender during the period of Tender validity specified by the Tenderer in the Form of Tender, or any extension there to provide by the Tenderer; or
- b. if the successful Tenderer fails to:
 - I) sign the Contract in accordance with ITT 46; or
 - II) Furnish a performance security in accordance with ITT 47.

20.8 Where tender securing declaration is not executed, Kenya Power Pension Fund shall recommend to the PPRA that PPRA debars the Tenderer from participating in public procurement as provided in the law.

20.9 A tenderer shall not issue a tender security to guarantee itself.

21 Format and Signing of Tender

21.1 The Tenderer shall prepare one original of the documents comprising the Tender as described in ITT 13, bound with the volume containing the Form of Tender, and clearly marked "Original." In addition, the Tenderer shall submit copies of the Tender, in the number specified in the TDS, and clearly marked as "Copies." In the event of discrepancy between them, the original shall prevail.

21.2 Tenderers shall mark as "CONFIDENTIAL" information in their Tenders which is confidential to their business. This may include proprietary information, trade secrets, or commercial or financially sensitive information.

21.3 The original and all copies of the Tender shall be typed or written in indelible ink and shall be signed by a person or persons duly authorized to sign on behalf of the Tenderer. This authorization shall consist of a written confirmation as specified in the TDS and shall be attached to the Tender. The name and position held by each person signing the authorization must be typed or printed below the signature. All pages of the Tender where entries or amendments have been made shall be signed or initialed by the person signing the Tender.

21.4 Any inter-lineation, erasures, or overwriting shall be valid only if they are signed or initialed by the person signing the Tender.

D. Submission and Opening of Tenders

22 Sealing and Marking of Tenders

22.1 The Tenderer shall deliver the Tender in a single, sealed envelope. Within the single envelope the Tenderer shall place the following separate, sealed envelopes:

- a. in an envelope or package or container marked "ORIGINAL", all documents comprising the Tender, as described in ITT13; and
- b. in an envelope or package or container marked "COPIES", all required copies of the Tender; and
- c. if alternative Tenders are permitted in accordance with ITT15, and if relevant:
 - i. in an envelope or package or container marked "ORIGINAL-ALTERNATIVE TENDER", the alternative Tender; and
 - ii. in the envelope or package or container marked "COPIES- ALTERNATIVE TENDER", all required copies of the alternative Tender.

22.2 The inner envelopes or packages or containers shall:

- a. Bear the name and address of the Tenderer;
- b. Be addressed to the Procuring Entity in accordance with ITT 23.1;
- c. Bear the specific identification of this Tendering process specified in accordance with TDS 1.1; and
- d. Bear a warning not to open before the time and date for Tender opening.

22.3 The outer-envelopes shall:

- a. Be addressed to Kenya Power Pension Fund in accordance with ITT 22.1 ;
- b. bear the specific identification of this Tendering process specified in accordance with TDS 1.1; and
- c. Bear a warning not to open before the time and date for Tender opening.

22.4 If all envelopes are not sealed and marked as required, Kenya Power Pension Fund will assume no responsibility for the misplacement or premature opening of the Tender. Tenders that were misplaced or opened prematurely will be not be accepted.

23 Deadline for Submission of Tenders

23.1 Tenders must be received by Kenya Power Pension Fund at the address and no later than the date and time specified in the TDS. When so specified in the TDS, Tenderers shall have the option of submitting their Tenders electronically. Tenderers submitting Tenders electronically shall follow the electronic Tender submission procedures specified in the TDS.

23.2 Kenya Power Pension Fund may, at its discretion, extend the deadline for the submission of Tenders by amending the tendering document in accordance with ITT9, in which case all rights and obligations of Kenya Power Pension Fund and Tenderers previously subject to the deadline shall thereafter be subject to the deadline as extended.

24 Late Tenders

24.1 Kenya Power Pension Fund shall not consider any Tender that arrives after the deadline for submission of Tenders, in accordance with ITT 24. Any Tender received by Kenya Power Pension Fund after the deadline for submission of Tenders shall be declared late, rejected, and returned unopened to the Tenderer.

25 Withdrawal, Substitution and Modification of Tenders

25.1 A Tenderer may withdraw, substitute, or modify its Tender after it has been submitted by sending a written notice, duly signed by an authorized representative, and shall include a copy of the authorization (the power of attorney) in accordance with ITT 21.3, (except that withdrawal notices do not require copies). The corresponding substitution or modification of the Tender must accompany the respective written notice. All notices must be:

- a) Prepared and submitted in accordance with ITT 21 and ITT 22 (except that withdrawal notices do not require copies), and in addition, the respective envelopes shall be clearly marked "WITHDRAWAL," "SUBSTITUTION," or "MODIFICATION;" and
- b) Received by Kenya Power Pension Fund prior to the deadline prescribed for submission of Tenders, in accordance with ITT 23.

25.2 Tenders requested to be withdrawn in accordance with ITT 25.1 shall be returned unopened to the Tenderers.

25.3 No Tender may be withdrawn, substituted, or modified in the interval between the deadline for submission of Tenders and the expiration of the period of Tender validity specified by the Tenderer on the Form of Tender or any extension thereof.

26 Tender Opening

26.1 Except as in the cases specified in ITT 23 and ITT 25.2, Kenya Power Pension Fund shall, at the Tender opening, publicly open and read out all Tenders received by the deadline at the date, time and place specified **in the TDS** in the presence of Tenderers' designated representatives and anyone who choose to attend. Any specific electronic Tender opening procedures required if electronic tendering is permitted in accordance with ITT 23.1 shall be as specified **in the TDS**.

26.2 First, envelopes marked "WITHDRAWAL" shall be opened and read out and the envelope with the corresponding Tender shall not be opened, but returned to the Tenderer. If the

withdrawal envelope does not contain a copy of the “power of attorney” confirming the signature as a person duly authorized to sign on behalf of the Tenderer, the corresponding Tender will be opened. No Tender withdrawal shall be permitted unless the corresponding withdrawal notice contains a valid authorization to request the withdrawal and is read out at Tender opening.

- 26.3 Next, envelopes marked “SUBSTITUTION” shall be opened and read out and exchanged with the corresponding Tender being substituted, and the substituted Tender shall not be opened, but returned to the Tenderer. No Tender substitution shall be permitted unless the corresponding substitution notice contains a valid authorization to request the substitution and is read out at Tender opening.
- 26.4 Next, envelopes marked “MODIFICATION” shall be opened and read out with the corresponding Tender. No Tender modification shall be permitted unless the corresponding modification notice contains a valid authorization to request the modification and is read out at Tender opening.
- 26.5 Next, all remaining envelopes shall be opened one at a time, reading out: the name of the Tenderer and whether there is a modification; the total Tender Prices, per lot (contract) if applicable, including any discounts and alternative Tenders; the presence or absence of a Tender Security or Tender-Securing Declaration, if required; and any other details as Kenya Power Pension Fund may consider appropriate.
- 26.6 Only Tenders, alternative Tenders and discounts that are opened and read out at Tender opening shall be considered further. The Form of Tender and the priced Activity Schedule are to be initialed by representatives of Kenya Power Pension Fund attending Tender opening in the manner specified in the **TDS**.
- 26.7 Kenya Power Pension Fund shall neither discuss the merits of any Tender nor reject any Tender (except for late Tenders, in accordance with ITT25.1).
- 26.8 Kenya Power Pension Fund shall prepare a record of the Tender opening that shall include, as a minimum:
- a) The name of the Tenderer and whether there is a withdrawal, substitution, or modification;
 - b) The Tender Price, per lot (contract) if applicable, including any discounts; and
 - c) any alternative Tenders;
 - d) The presence or absence of a Tender Security or Tender-Securing Declaration, if one was required.
 - e) Number of pages of each tender document submitted
- 26.9 The Tenderers' representatives who are present shall be requested to sign the record. The omission of a Tenderer's signature on the record shall not invalidate the contents and effect of the record. A copy of the tender opening register shall be distributed to Tenderer upon request.

E. Evaluation and Comparison of Tenders

27 Confidentiality

- 27.1 Information relating to the evaluation of Tenders and recommendation of contract award, shall not be disclosed to Tenderers or any other persons not officially concerned with the Tendering process until information on the Intention to Award the Contract is transmitted to all Tenderers in accordance with ITT 42.

27.2 Any effort by a Tenderer to influence Kenya Power Pension Fund in the evaluation or contract award decisions may result in the rejection of its Tender.

27.3 Notwithstanding ITT 28.2, from the time of Tender opening to the time of Contract Award, if any Tenderer wishes to contact Kenya Power Pension Fund on any matter related to the Tendering process, it should do so in writing.

28 Clarification of Tenders

28.1 To assist in the examination, evaluation, and comparison of Tenders, and qualification of the Tenderers, Kenya Power Pension Fund may, at its own discretion, ask any tenderer for clarification of its Tender including break downs of the prices in the Activity Schedule, and other information that Kenya Power Pension Fund may require. Any clarification submitted by a Tenderer in respect to its Tender and that is not in response to a request by Kenya Power Pension Fund shall not be considered. Kenya Power Pension Fund request for clarification and the response shall be in writing. No change, including any voluntary increase or decrease, in the prices or substance of the Tender shall be sought, offered, or permitted, except to confirm the correction of arithmetic errors discovered by Kenya Power Pension Fund in the evaluation of the Tenders, in accordance with ITT32.

28.2 If a Tenderer does not provide clarifications of its Tender by the date and time set in Kenya Power Pension Fund request for clarification, its Tender may be rejected.

29 Deviations, Reservations, and Omissions

29.1 During the evaluation of Tenders, the following definitions apply:

- a) "Deviation" is a departure from the requirements specified in the tendering document;
- b) "Reservation" is the setting of limiting conditions or withholding from complete acceptance of the requirements specified in the tendering document; and
- c) "Omission" is the failure to submit part or all of the information or documentation required in the tendering document.

30 Determination of Responsiveness

30.1 Kenya Power Pension Fund determination of a Tender's responsiveness is to be based on the contents of the Tender itself, as defined in ITT 12.

30.2 A substantially responsive Tender is one that meets the requirements of the tendering document without material deviation, reservation, or omission. A material deviation, reservation, or omission is one that:

- a) If accepted, would:
 - i. affect in any substantial way the scope, quality, or performance of the Non-Consulting Services specified in the Contract; or
 - ii. limit in any substantial way, inconsistent with the tendering document, Kenya Power Pension Fund rights or the Tenderer's obligations under the Contract; or
- b) if rectified, would unfairly affect the competitive position of other Tenderers presenting substantially responsive Tenders.

30.3 Kenya Power Pension Fund shall examine the technical aspects of the Tender submitted in accordance with ITT 18 and ITT 19, in particular, to confirm that all requirements of Section VII, Kenya Power Pension Fund Requirements have been met without any

material deviation or reservation, or omission.

31 Non-conformities, Errors and Omissions

- 31.1 If a Tender is not substantially responsive to the requirements of tendering document, it shall be rejected by Kenya Power Pension Fund and may not subsequently be made responsive by correction of the material deviation, reservation, or omission.
- 31.2 Provided that a Tender is substantially responsive, Kenya Power Pension Fund may waive any non-conformity in the Tender.
- 31.3 Provided that a Tender is substantially responsive, Kenya Power Pension Fund may request that the Tenderer submit the necessary information or documentation, within a reasonable period of time, to rectify nonmaterial non- conformities or omissions in the Tender related to documentation requirements. Requesting information or documentation on such non-conformities shall not be related to any aspect of the price of the Tender. Failure of the Tenderer to comply with the request may result in the rejection of its Tender.

32 Arithmetical Errors

- 32.1 The tender sum as submitted and read out during the tender opening shall be absolute and final and shall not be the subject of correction, adjustment or amendment in any way by any person or entity.
- 32.2 Provided that the Tender is substantially responsive, Kenya Power Pension Fund shall handle errors on the following basis:
- a) Any error detected if considered a major deviation that affects the substance of the tender, shall lead to disqualification of the tender as non-responsive.
 - b) 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 .and
 - c) If there is a discrepancy between words and figures, the amount in words shall prevail
- 32.3 Tenderers shall be notified of any error detected in their bid during the notification of a ward.

33 Comparison of Tenders and Conversion to Single Currency

- 33.1 Kenya Power Pension Fund shall compare the evaluated costs of all substantially responsive Tenders established in accordance with ITT 31.2 to determine the Tender that has the lowest evaluated cost. The comparison shall be on the basis of total cost prices for each offered insurance service.
- 33.2 For evaluation and comparison purposes, the currency(ies) of the Tender shall be converted in a single currency as specified in the TDS. The source of exchange rate and the date of such exchange rate shall also be specified in the TDS.

34 Margin of Preference and Reservations

- 34.1 A margin of preference on local insurance providers may be allowed only when the contract is open to international competitive tendering where foreign contractors are expected to participate in the tendering process and where the contract exceeds the value/threshold specified in the Regulations.

- 34.2 A margin of preference shall not be allowed unless it is specified so in the **TDS**.
- 34.3 Contracts procured on basis of international competitive tendering shall not be subject to reservations exclusive to specific groups as provided in ITT 34.4 .
- 34.4 Where it is intended to reserve the contract to specific groups under Small and Medium Enterprises, or enterprise of women, youth and /or persons living with disability, who are appropriately registered as such by the authority to be specified in the **TDS**, Kenya Power Pension Fund shall ensure that the invitation to tender specifically indicates that only businesses/firms belonging to the specified group are eligible to tender as specified in the **TDS**. Otherwise, if not so stated, the invitation will be open to all tenderers.

35 Evaluation of Tenders

- 35.1 Kenya Power Pension Fund shall use the criteria and methodologies listed in this ITT and Section III, Evaluation and Qualification Criteria. No other evaluation criteria or methodologies shall be permitted. By applying the criteria and methodologies, Kenya Power Pension Fund shall determine the Best Evaluated Tender. This is the Tender of the Tenderer that meets the qualification criteria and whose Tender has been determined to be:
- a) Substantially responsive to the tendering document; and
 - b) The lowest evaluated cost.
- 35.2 In evaluating the Tenders, Kenya Power Pension Fund will determine for each Tender the evaluated Tender cost by adjusting the Tender price as follows:
- a) Price adjustment due to discounts offered in accordance with ITT 15.4 ;
 - b) price adjustment due to quantifiable non material non-conformities in accordance with ITT 31.3;
 - c) converting the amount resulting from applying (a) and (b) above, if relevant, to a single currency in accordance with ITT 33; and
 - d) any additional evaluation factors specified in the **TDS** and Section III, Evaluation and Qualification Criteria.
- 35.3 The estimated effect of the price adjustment provisions of the Conditions of Contract, applied over the period of execution of the Contract, shall not be considered in Tender evaluation.
- 35.4 Where the tender involves multiple items, the tenderer will be allowed to tender for one or more items. Each item will be evaluated in accordance with ITT 35.2. The methodology to determine the lowest evaluated tenderer or tenderers will be base done each item and not a combination of items.

36 Comparison of Tenders

- 36.1 Kenya Power Pension Fund shall compare the evaluated costs of all substantially responsive Tenders established in accordance with ITT 35.2 to determine the Tender that has the lowest evaluated cost.

37 Abnormally Low Tenders and Abnormally High Tenders Abnormally Low Tenders

- 37.1 An Abnormally Low Tender is one where the Tender price, in combination with other elements of the Tender, appears so low that it raises material concerns as to the capability of the Tenderer in regards to the Tenderer's ability to perform the Contract for the offered Tender Price.

37.2 In the event of identification of a potentially Abnormally Low Tender, Kenya Power Pension Fund shall seek written clarifications from the Tenderer, including detailed price analyses of its Tender price in relation to the subject matter of the contract, scope, proposed methodology, schedule, allocation of risks and responsibilities and any other requirements of the Tender document.

37.3 After evaluation of the price analyses, in the event that Kenya Power Pension Fund determines that the Tenderer has failed to demonstrate its capability to perform the Contract for the offered Tender Price, Kenya Power Pension Fund shall reject the Tender.

Abnormally High Tenders

37.4 An abnormally high price is one where the tender price, in combination with other constituent elements of the Tender, appears unreasonably too high to the extent that Kenya Power Pension Fund is concerned that it (Kenya Power Pension Fund) may not be getting value for money or it may be paying too high a price for the contract compared with market prices or that genuine competition between Tenderers is compromised.

37.5 In case of an abnormally high price, Kenya Power Pension Fund shall make a survey of the market prices, check if the estimated cost of the contract is correct and review the Tender Documents to check if the specifications, scope of work and conditions of contract are contributory to the abnormally high tenders. Kenya Power Pension Fund may also seek written clarification from the tenderer on the reason for the high tender price. Kenya Power Pension Fund shall proceed as follows:

- i) If the tender price is abnormally high based on wrong estimated cost of the contract, Kenya Power Pension Fund may accept or not accept the tender depending on KPPF budget considerations.
- ii) If specifications, scope of work and/or conditions of contract are contributory to the abnormally high tender prices, Kenya Power Pension Fund shall reject all tenders and may retender for the contract based on revised estimates, specifications, scope of work and conditions of contract, as the case maybe.

37.6 If Kenya Power Pension Fund determines that the Tender Price is abnormally too high because genuine competition between tenderers is compromised (*often due to collusion, corruption or other manipulations*), Kenya Power Pension Fund shall reject all Tenders and shall institute or cause competent Government Agencies to institute an investigation on the cause of the compromise, before retendering.

38 Qualification of the Tenderer

38.1 Kenya Power Pension Fund shall determine to its satisfaction whether the Tenderer that is selected as having submitted the lowest evaluated cost and substantially responsive Tender is eligible and meets the qualifying criteria specified in Section III, Evaluation and Qualification Criteria.

38.2 The determination shall be based upon an examination of the documentary evidence of the Tenderer's qualifications submitted by the Tenderer, pursuant to ITT 18. The determination shall not take into consideration the qualifications of other firms such as the Tenderer's subsidiaries, parent entities, affiliates, subcontractors or any other firm(s) different from the Tenderer that submitted the Tender.

38.3 An affirmative determination shall be a prerequisite for award of the Contract to the Tenderer. A negative determination shall result in disqualification of the Tender, in which event Kenya Power Pension Fund shall proceed to the Tenderer who offers a substantially responsive Tender with the next lowest evaluated cost to make a similar

determination of that Tenderer's qualifications to perform satisfactorily.

39 Kenya Power Pension Fund Right to Accept Any Tender, and to Reject Any or All Tenders

39.1 Kenya Power Pension Fund 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 there by incurring any liability to Tenderers. In case of annulment, all Tenders submitted and specifically, Tender securities, shall be promptly returned to the Tenderers.

F. Award of Contract

40 Award Criteria

40.1 Kenya Power Pension Fund shall award the Contract to the successful tenderer whose tender has been determined to be the Lowest Evaluated Tender.

41. Notice of Intention to enter in to a Contract

41.1 Upon award of the contract and Prior to the expiry of the Tender Validity Period Kenya Power Pension Fund shall issue a Notification of Intention to Enter into a Contract/Notification of award to all tenderers which shall contain, at a minimum, the following information:

- a) The name and address of the Tenderer submitting the successful tender;
- b) The Contract price of the successful tender;
- c) a statement of the reason(s) the tender of the unsuccessful tenderer to whom the letter is addressed was unsuccessful, unless the price information in(c) above already reveals the reason;
- d) the expiry date of the Stand still Period; and
- e) instructions on how to request a debriefing and/or submit a complaint during the stand still period;

42 Stand still Period

42.1 The Contract shall not be signed earlier than the expiry of a Standstill Period of 14 days to allow any dissatisfied tender to launch a complaint. Where only one Tender is submitted, the Standstill Period shall not apply.

42.2 Where a Standstill Period applies, it shall commence when Kenya Power Pension Fund has transmitted to each Tenderer the Notification of Intention to Enter in to a Contract with the successful Tenderer.

43 Debriefing by the Procuring Entity

43.1 On receipt of the Procuring Entity's Notification of Intention to Enter into a Contract referred to in ITT 42, an unsuccessful tenderer may make a written request to Kenya Power Pension Fund for a debriefing on specific issues or concerns regarding their tender. The Procuring Entity shall provide the debriefing with in five days of receipt of the request.

44.2 Debriefings of unsuccessful Tenderers may be done in writing or verbally. The Tenderer shall bear its own costs of attending such a debriefing meeting.

44 Negotiations

- 44.1 The negotiations shall be held at the place indicated in the TDS with the Tenderer's representative(s) who must have written power of attorney to negotiate and sign a Contract on behalf of the Tenderer. Kenya Power Pension Fund will constitute a team to negotiate a contract and the terms of the Insurance Policy to be provided.
- 44.2 The negotiations shall start with discussions of the scope of the terms and conditions of the Policy, its conformity to Kenya Power Pension Fund requirements, the conditions and circumstances under which the insured will be financially compensated, and the items that would need to be attended to before the contract is signed and an Insurance Policy issued. These discussions shall not substantially alter the original scope of Kenya Power Pension Fund requirements. The items that would need to be attended to by Kenya Power Pension Fund before the contract is signed and an Insurance Policy issued should not be so extended as to render the scope of the required service and its price different from Kenya Power Pension Fund requirements.

45 Letter of Award

Prior to the expiry of the Tender Validity Period and upon expiry of the Standstill Period specified in ITT 42 , upon addressing a complaint that has been filed within the Standstill Period, Kenya Power Pension Fund shall transmit the Letter of Award to the successful Tenderer. The letter of award shall request the successful tenderer to furnish the Performance Security within 21 days of the date of the letter.

46 Signing of Contract

- 46.1 Upon the expiry of the fourteen days of the Notification of Intention to enter into contract and upon the parties meeting their respective statutory requirements, Kenya Power Pension Fund shall send the successful Tenderer the Contract Agreement.
- 46.2 Within fourteen (14) days of receipt of the Contract Agreement, the successful Tenderer shall sign, date, and return it to Kenya Power Pension Fund .
- 46.3 The written contract shall be entered into within the period specified in the notification of award and before expiry of the tender validity period

47 Performance Security

- 47.1 Within twenty-one (21) days of the receipt of the Letter of Award from Kenya Power Pension Fund , the successful Tenderer, if required, shall furnish the Performance Security in accordance with the GCC 3.7 , using for that purpose the Performance Security Form included in Section VIII, Contract Forms, or another Form acceptable to Kenya Power Pension Fund . If the Performance Security furnished by the successful Tenderer is in the form of a bond, it shall be issued by a bonding or insurance company that has been determined by the successful Tenderer to be acceptable to Kenya Power Pension Fund . A foreign institution providing a bond shall have a correspondent financial institution located in Kenya, unless Kenya Power Pension Fund has agreed in writing that a correspondent financial institution is not required.
- 47.2 Failure of the successful Tenderer to submit the above-mentioned Performance Security or sign the Contract shall constitute sufficient grounds for the annulment of the award and forfeiture of the Tender Security. In that event Kenya Power Pension Fund may award the Contract to the Tenderer offering the next Best Evaluated Tender.
- 47.3 Performance security shall not be required for contracts estimated to cost less than the amount specified in the Regulations.

48 Publication of Procurement Contract

- 48.1 Within fourteen days after signing the contract, Kenya Power Pension Fund shall publish the awarded contract at its notice boards and websites; and on the Website of the Authority. At the minimum, the notice shall contain the following information:
- a) Name and address of the Procuring Entity;
 - b) Name and reference number of the contract being awarded, a summary of its scope and the selection method used;
 - c) The name of the successful Tenderer, the final total contract price, the contract duration.
 - d) Dates of signature, commencement and completion of contract;
 - e) Names of all Tenderers that submitted Tenders, and their Tender prices as read out at Tender opening.

49 Procurement Related Complaints and Administrative Review

49.1 The procedures for making a Procurement-related Complaint are as specified in the **TDS**.

49.2 A request for administrative review shall be made in the form provided under contract forms.

SECTION II - TENDER DATA SHEET (TDS)

The following specific data for the Non-Consulting Services to be procured shall complement, supplement, or amend the provisions in the Instructions to Tenderers (ITT). Whenever there is a conflict, the provisions here in shall prevail over those in ITT.

[Instructions for completing the Tender Data Sheet are provided, as needed, in the notes in italics mentioned for the relevant ITT].

ITT Reference	PARTICULARS OF APPENDIX TO INSTRUCTIONS TO TENDERS
	A. General
ITT 1.1	The reference number of the Request for Tenders (ITT) is : KPPF/PROC/2-A/03/2024 The Procuring Entity is: KENYA POWER PENSION FUND The name of the ITT is: PROVISION OF MEDICAL COVER FOR STAFF
ITT 2.2	The insurance duration will be one year
ITT 3.3	Information that any unfair competitive advantage over competing firms is as follow: NONE
ITT 3.4	The firms that provided consulting services: NONE
ITT 4.1	Maximum number of members in the Joint Venture (JV) shall be: JV NOT ALLOWED FOR THIS TENDER
	B. Contents of Tendering Document
ITT 7.1	A pre-tender conference will <u>be held/will not be held</u> on _NOT APPLICABLE
ITT 7.1	The Tenderer will submit any request for clarifications in writing at the Address tenders@kppf.co.ke to reach the Procuring Entity not later than 5 CALENDER DAYS BEFORE TENDER SUBMISSION DEADLINE Kenya Power Pension Fund shall publish its response at the website www.kppf.co.ke
	C. Preparation of Tenders
ITT 12.1	The Tenderer shall submit the following additional documents in its Tender: <hr/> Other documents required are AS PER TENDER DCUMENTS REQUIRED
ITT 14.1	Alternative Tenders <i>SHALL NOT BE</i> considered.
ITT 15.5	The prices quoted by the Tenderer SHALL NOT BE subject to adjustment during the

ITT Reference	PARTICULARS OF APPENDIX TO INSTRUCTIONS TO TENDERS
	performance of the Contract.
ITT 19.1	The Tender validity period shall be 210 days.
ITT 20.1	<i>[If a Tender Security shall be required, a Tender-Securing Declaration shall not be required, and vice versa.]</i> A Tender Security SHALL NOT BE required.
ITT 21.1	In addition to the original of the Tender , the number of copies is: ONE COPY
ITT 21.3	The written confirmation of authorization to sign on behalf of the Tenderer shall consist of: _ POWER OF ATTORNEY
D. Submission and Opening of Tenders	
ITT 23.1	For <u>Tender submission purposes</u> only, the Procuring Entity's address is: KENYA POWER PENSION FUND Attention: CEO & TRUST SECRETARY Postal Address: 1548 - 00600 Physical Address: NAIROBI KENYA, KOLOBOT ROAD PARKLANDS STIMA PLAZA ANNEX GROUND FLOOR NEXT TO THE LIFT LOBBY
ITT 23.1	The deadline for Tender submission is: Date: Tuesday 18TH JUNE 2024 AT 11.30AM AT NAIROBI KENYA, KOLOBOT ROAD PARKLANDS STIMA PLAZA ANNEX GROUND FLOOR NEXT TO THE LIFT LOBBY
ITT 26.1	The Tender opening shall take place at: Physical Address: NAIROBI KENYA, KOLOBOT ROAD PARKLANDS STIMA PLAZA ANNEX GROUND FLOOR NEXT TO THE LIFT LOBBY Date and Time : Tuesday 18TH JUNE 2024 AT 11.30AM
ITT 26.1	Electronic Tender - NOT APPLICABLE
ITT 26.6	The Form of Tender and priced Activity Schedule shall be initialed by 3 representatives of the Procuring Entity conducting Tender opening. Each Tender shall be initialed by all representatives and total price shall be initialed by the Representative of the KPPF
E. Evaluation and Comparison of Tenders	
ITT 33	Kenya Power Pension Fund shall use the criteria and methodologies listed in Section III, Evaluation and Qualification Criteria (Part I, II , III and IV) No other evaluation criteria or methodologies shall be permitted. The currency that shall be used for Tender evaluation and comparison purposes only to convert at the selling exchange rate all Tender prices expressed in various currencies into a single currency is: KENYA SHILLINGS

ITT Reference	PARTICULARS OF APPENDIX TO INSTRUCTIONS TO TENDERS
	<p>The source of exchange rate shall be: The Central bank of Kenya (mean rate).</p> <p>The date for the exchange rate shall be: the deadline date for Submission of the Tenders.</p>
ITT 34.2	Margin of preference allowed or not allowed - NOT ALLOWED
ITT 34.4	Reservation to specific groups - NOT APPLICABLE
	F. Award of Contract
ITT 40	<p>Award shall be to the lowest evaluated bidder.</p> <p>Where there is a tie amongst bidders, the bidder(s) will be invited to give their final and best financial offer.</p> <p>Prior to award KPPF may carry out; due diligence exercise to ascertain and authenticate the information given.</p>
ITT 44	<p>Negotiations KPPF may negotiate the terms/benefits of the Insurance Policy to be provided</p>
ITT 47	Performance security is NOT required for this tender
ITT 49.1	The procedures for making a Procurement-related Complaint are available from the PPRA Website www.ppra.go.ke or email complaints@ppra.go.ke .

SECTION III – EVALUATION AND QUALIFICATION CRITERIA

Part I - Preliminary Evaluation Under Paragraph 3.27 of the ITT. Evaluation of duly submitted tenders will be conducted in accordance with all the following mandatory requirements: -

1. A broker shall not be underwritten by an underwriter who is competing in this tender. The broker must provide all documents to proof that the proposed underwriter meets all the requirements as set out for an underwriter.
2. The Tender submission shall have a table of contents, Page Numbers and have pages in the whole document numbered in the correct sequence and bound.
3. Submit a Copy Certificate of Incorporation/Registration.
4. Copy of Valid Tax Compliance Certificate from the date of tender opening.
5. 5 years' and above experience for brokers – provide Insurance Regulatory Authority (IRA) licenses for the last five years (2024 -2020).
6. The underwriter must provide evidence of doing medical insurance for the last 5 years (2024-2020) (Provide IRA licenses for medical class).
7. Duly signed and stamped Confidential Business Questionnaire (attach CR12 and national identification documents for directors) in the prescribed format.
8. Duly completed and stamped Self-Declaration that the Person/Tenderer will not engage in any Corrupt or Fraudulent Practice in the prescribed format.
9. Duly completed and stamped Tender form in the prescribed format.
10. Declaration and Commitment to the Code of Ethics in the prescribed format.
11. Certificate of Independent Tender Determination in the prescribed format.
12. Must fill the price schedule in the format provided.
13. The validity period of the tender shall be **210 days** from the date of tender opening.
14. Attach **Authorization letter from the underwriters on their letterhead(s)** indicating that they shall comply with the terms of reference when submitting your bids – for brokers.
15. The underwriters **MUST** have been in existence for at least **ten (10) Years – attach certificate of incorporation.**
16. Provide a Business Continuity Plan (BCP) such as recovery Centre, succession planning or BCP policies.
17. Attach valid registration certificate as a data controller/processor from the office of the Data Protection Commissioner (ODPC).

Tenders will proceed to the Technical Compliance Evaluation Stage only if they qualify in compliance with Part 1 above, Preliminary Evaluation – mandatory.

Part II – MANDATORY TECHNICAL COMPLIANCE EVALUATION – PART A

The tenders shall be evaluated using the following criteria:

NO.	DESCRIPTION FOR MEDICAL INSURANCE COVER	COMPLIED WITH TORs ATTACHED	NOT COMPLIED WITH TORs ATTACHED
1.	Medical Cover must be for both In-patient and Out-patient as one package under one underwriter and no co-sharing. As per the terms of reference attached in the tender document.		
2.	Conditions to be covered must include Chronic, Congenital, Pre-existing, HIV/AIDS, Ambulance and air evacuation, Maternity, Dental and Optical in both In-patient and Out-patient and mental health and psychiatric treatment, pandemics including Covid-19.		
3.	Must provide Biometric Identification Systems at no addition premium.		
4.	Must attach five (5) largest medical insurance scheme accounts they currently cover and whose total premium must be more than Kshs. 15 million each for the last three (3) years – attach award letters and contracts.		
5.	Country wide service provider list with well-established medical facilities in every county in Kenya and overseas. Bidders must be ready to introduce additional service providers as may be proposed by KPPF. Also provide recommendation letters from five major hospitals in Nairobi. (underwriter)		
6.	Tenderers must provide history of any litigation, dispute or arbitration resulting from contracts executed in the last five years (attach Sworn affidavit as proof).		
7.	Team leader must be a Bachelors degree graduate and an Associate of the Chartered Insurance Institute/ Chartered actuarial analyst/Insurance Institute of Kenya or its equivalent with (attach copies of certificates) and at least ten years’ experience in the Insurance Industry. (Attach CV)		
8.	The proposed underwriter must provide evidence of re-insurance arrangements in place approved by IRA for year 2024.		

Note: Failure to fill the technical compliance above will lead to automatic disqualification at the technical evaluation stage. Bidders **MUST** provide evidence of compliance to all the terms of reference. Tenderers will proceed to the technical evaluation stage - B if they are fully compliant to the technical compliance stage – A above.

Part III - TECHNICAL EVALUATION – PART B

To demonstrate capability of undertaking this assignment, the interested firms must provide the following for technical evaluation on the basis of their responsiveness to the terms of reference:

Technical Evaluation Criteria		
1. Firms Experience	Specific experience of the service provider on related (similar nature, complexity and magnitude) to the assignment.	52
	Evidence of five (5) contracts of Medical insurance carried out in the last five (5) years of a medical insurance premium of Kshs. 15 Million and above. (Attach the LPO, LSO or contract) (4 marks for each)	20
	Attach five (5) Letters of Recommendation for Medical insurance from different clients/organizations within the last five (5) years. (4 mark for each letter)	20
	Submit letters/contract confirming credit facilities for the last one year Nairobi - any six of the following hospitals: (2 mark each =12 Marks) <ul style="list-style-type: none"> • Nairobi Hospital • Mater Hospital • MP. Shah hospital • Kenyatta National Hospital • Karen Hospital • Aga Khan Hospital • Gertrude Hospital • Coptic Hospitals • Avenue Hospital 	12
2. Methodology	Adequacy of proposed work plan and methodology in responding to the terms of reference (TOR) and giving clarity on the following (4 marks for each)	16
	<ul style="list-style-type: none"> i. Provide written statement to confirm that the cover includes medical checkups at least once annually ii. Written statement confirming that cover will allow cash claims for areas not covered by provider network, where the attending doctor is not in the panel and instances where a patient has a long history with a particular doctor/facility. iii. Emergency evacuation – provide list of contacts and attach valid agreements for emergency air evacuation, road ambulance services. iv. Evidence of underwriter using Medical Online Insurance Management System that can generate member statements and monthly reports. 	

3. Claims settlement	Claim settlement ration of 60% and above – 10 marks Proof of claim settlement for the year 2023 (attach summary extract of the IRA report highlighting the same)	10
	Settlement within 14 days or less after claim is lodged with insurance provider. (5 marks)	5
4. Sample Policy Document	Provide sample medical policy documents including the benefits, exclusions and limitations as per the terms of reference. (7 marks)	7
5. Average Turnover	The average turnover of the entity for the last three financial years. Submit audited financial statement for the years 2023, 2022 and 2021. Unaudited financial statements will score zero. Bidder must attach valid practicing license for the auditor from ICPAK to score any marks. Above Kshs. 80 million – 10 marks Above Kshs. 50 million but below Kshs. 80 million – 7 marks Above Kshs. 15 million but below Kshs. 50 million – 5 marks Below Kshs. 15 million – Zero	10
TOTAL		100

Tenderers will proceed to the financial evaluation stage if they score a minimum of 80 marks and above in the criteria. Technical will carry a weighting of 80%.

Part IV – Financial Evaluation Criteria Under Paragraph 3.30 of the ITT.

All the firms that have scored 80% and above in the technical compliance evaluation stage Part B will be subjected to the financial evaluation as below:

1. All prices shall be quoted in Kenya Shillings
2. Confirming that the tenderer meets KPPF payment terms requirements. (Payment terms is 14 days after submission of invoice together with other required and related documents).
3. The Successful Tenderer shall be the lowest evaluated bidder. KPPF may carry out negotiation before award of tender.

***NOTES: -**

- **Total tender value means the Tenderer’s total tender price inclusive of Value Added Tax (V.A.T) for the services it offers to provide. The currency of quote shall be Kenya Shillings**

The assignment is expected to commence at Nairobi, Kenya when due for execution or as shall be informed.

Part V - PRICE SCHEDULE

PROVISION OF MEDICAL COVER FOR STAFF - TENDER NO. KPPF/PROC/2-A/03/2024

No.	Type of Insurance Policy	Gross Premium per annum (Kshs.)
1.	Medical Insurance Cover – 37 Employees	

***Please note number of employees/family size during the contract period may increase which will be communicated to the provider and premiums to be charged on pro rata basis**

*** Only main offers shall be considered, as alternative offers are not acceptable.**

NOTE

- The currency quoted must be in Kenya Shillings.
- The Successful Bidder May Be Invited by KPPF for Negotiations

Name of Tenderer

Signature of duly authorised person signing the Tender

Name and Designation of duly authorised person signing the Tender

Stamp or Seal of Tenderer

SECTION IV - TENDERING FORMS

A. TENDER FORM

Date:

Tender No.

To:

The Kenya Power Pension Fund,
Stima Plaza,
Kolobot Road, Parklands,
P.O Box 1548 – 00600,
Nairobi, Kenya.

Ladies and Gentlemen,

1. Having read, examined and understood the Tender Document including all Addenda, the receipt of which is hereby duly acknowledged, we, the undersigned Tenderer, offer **services of** (*insert service description*) in accordance and conformity with the said tender document **sum of** (*total tender amount inclusive of all taxes in words and figures*) or such sums as may be ascertained in accordance with the Price Schedule attached herewith and made part of this Tender.
2. We undertake, if our Tender is accepted, to provide the services in accordance with the delivery schedule specified in the Schedule of requirements (terms of reference).
3. We are not submitting any other Tender (s) as an individual Tenderer, and we are not participating in any other Tender (s) as a Joint Venture member or as a subcontractor,
- 4.* We agree to abide by this Tender for a **period of.....days (Tenderer please indicate validity of your tender)** from the date fixed for tender opening as per the Tender Document, and it shall remain binding upon us and may be accepted at any time before the expiration of that period.
5. We, along with any of our subcontractors, suppliers, consultants, manufacturers, or insurance 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 PPRA.
6. We certify/confirm that we comply with the eligibility requirements as per ITT clause 4.
7. This Tender, together with your written acceptance thereof and your notification of award, shall not constitute a contract, between us. The contract shall be formed between us when both parties duly sign the written contract.
8. We understand that you are not bound to accept any Tender you may receive.

Yours sincerely,

Name of Tenderer

Signature of duly authorised person signing the Tender

Name and Designation of duly authorised person signing the Tender

Stamp or Seal of Tenderer

***NOTES:**

1. KPPF requires a validity period of at least **Two hundred and Ten (210) days**.
2. This form must be duly signed, stamped and/or sealed.

B. CONFIDENTIAL BUSINESS QUESTIONNAIRE FORM

All Tenderers 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 Part 3. You are advised that it is a serious offence to give false information on this form.

Part 1 – General

Business Name.....

Location of business premises (building).....

If building, state floor

Plot No.Street/ Road

Postal Address Postal Code

Tel No.....

Mobile and/ or CDMA No.....

Company E-mail address :.....

Nature of your business

Current Trade License Registration Number and Expiring date

Maximum value of business which you can handle at any time KSh.....

State if Tenders Company is listed in stock exchange, give name and full address (*postal and physical addresses, email, and telephone number*) of state which stock exchange

*Names of Tenderer's contact person(s)

Designation of the Tenderer's contact person(s)

Address, Tel, Fax and E-mail of the Tenderer's contact person(s)

Part 2 (a) Sole Proprietor

Your name in full

NationalityCountry of origin

*Citizenship details.....

Part 2 (b) Partnership

Give details of partners as follows: -

	Names of Partner	Nationality	Citizenship	% Shares owned
1				
2				
3				
4				

Part 2 (c) Registered Company

Private or Public

State the nominal and issued capital of company-

Nominal KSh (equivalent)

Issued KSh (equivalent)

Give details of all directors as follows

	Names of Director	Nationality	Citizenship	% Shares owned
1				
2				
3				

Part 3 Disclosure of interest

- i) Are there any person/persons in KENYA POWER PENSION FUND who has/ have an interest or relationship in this firm? Yes/No.....

If yes, provide details as follows.

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

ii) Conflict of interest disclosure

	Type of Conflict	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	Tender has a relationship with another tenderer, directly or through common third parties that puts it in a position to influence the tender of another tenderer, or influence the decisions of the Procuring Entity regarding this tendering process.		
5	Any of the Tenderer's affiliates participated as a consultant in the preparation of the design or technical specifications of the works that are the subject of the tender.		
6	Tenderer would be providing goods, works, non-		

	consulting services or consulting services during implementation of the contract specified in this Tender Document.		
7	Tenderer has a close business or family relationship with a professional staff of the Procuring Entity who are directly or indirectly involved in the preparation of the Tender document or specifications of the Contract, and/or the Tender evaluation process of such contract.		
8	Tenderer has a close business or family relationship with a professional staff of the Procuring Entity who would be involved in the implementation or supervision of the Contract.		
9	Has the conflict stemming from such relationship stated in item 7 and 8 above been resolved in a manner acceptable to the Procuring Entity throughout the tendering process and execution of the Contract?		

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

Name of duly authorized person to sign for and on behalf of the Tenderer

Designation of the duly authorized person.....

Signature of the duly authorized person.....

Stamp.....

***NOTES TO THE TENDERERS ON THE QUESTIONNAIRE**

1. *The address and contact person of the Tenderer provided above shall at all times be used for purposes of this tender.*
2. *If a Kenyan citizen, please indicate under "Citizenship Details" whether by birth, naturalization or registration.*
3. *The details on this Form are essential and compulsory for all Tenderers. The CR12 must be attached. Failure to provide all the information requested shall lead to the Tenderer's disqualification.*
4. *For foreign Tenderers please give the details of nominal and issued share capital in the currency of the country of origin of the Tenderer.*

C. CERTIFICATE OF INDEPENDENT TENDER DETERMINATION

I, the undersigned, in submitting the accompanying Letter of tender to;

To:

Kenya Power Pension Fund,
P.O Box 1548 – 00600,
Stima Plaza, Kolobot Road, Parklands,
Nairobi,
KENYA.

Date

for: **[Name and number of tender]** _____

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

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

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

- d. the submission of a proposal which does not meet the specifications of the request for proposals; 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 RFP relates, except as specifically authorized by the procuring authority or as specifically disclosed pursuant to paragraph(5)(b) above;
- 8. The terms of the RFP have not been, and will not be, knowingly disclosed by the Consultant, directly or indirectly, to any competitor, prior to the date and time of the official proposed opening, or of the awarding of the Contract, which ever comes first, unless otherwise required by law or as specifically disclosed pursuant to paragraph(5)(b) above.

Yours sincerely,

Name of Tenderer

Signature of duly authorised person signing the Tender

Name and Designation of duly authorised person signing the Tender

Stamp or Seal of Tenderer

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

I, [Name and number of tender], of Post Office Box being a resident of in the Republic of do hereby make a statement as follows:-

1. THAT I am the Company Secretary/ Chief Executive/ Managing Director /Principal Officer/Director of (*Insert name of the Company*) who is a Bidder in respect of **Tender No.** for..... (*Insert tender title/description*) for Kenya Power Pension Fund and duly authorized and competent to make this statement.
2. THAT the aforesaid Bidder, its Directors and subcontractors have not been debarred from participating in procurement proceeding under Part IV of the Act.
3. THAT what is deponed to herein above is true to the best of my knowledge, information and belief.

Yours sincerely,

Name of Tenderer

Signature of duly authorised person signing the Tender

Name and Designation of duly authorised person signing the Tender

Stamp or Seal of Tenderer

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

I, [Name and number of tender] of P. O. Box
being a resident of in the Republic of do hereby make a
statement as follows: -

1. THAT I am the Chief Executive/Managing Director/Principal Officer/ Director of.....
..... *(Insert name of the Company)* who is a Bidder in respect of **Tender No.**
..... for *(Insert tender title/description)* for Kenya Power Pension Fund and duly authorized and competent to make this statement.
2. THAT the aforesaid Bidder, its servants and/or agents /subcontractors will not engage in any corrupt or fraudulent practice and has not been requested to pay any inducement to any member of the Board, Management, Staff and /or employees and /or agents of Kenya Power Pension Fund which is the procuring entity.
3. THAT the aforesaid Bidder, its servants and/or agents /subcontractors have not offered any inducement to any member of the Board, Management, Staff and /or employees and /or agents of Kenya Power Pension Fund
4. THAT the aforesaid Bidder will not engage /has not engaged in any corrosive practice with other bidders participating in the subject tender
5. THAT what is deponed to herein above is true to the best of my knowledge, information and belief.

Yours sincerely,

Name of Tenderer

Signature of duly authorised person signing the Tender

Name and Designation of duly authorised person signing the Tender

Stamp or Seal of Tenderer

F. DECLARATION AND COMMITMENT TO THE CODE OF ETHICS.

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

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

Name of Authorized Signatory

Sign.....

Position.....

Office address.....

Telephone..... E-mail

Name of the Firm/Company.....

Date

(Company Seal/ Rubber Stamp where applicable)

Witness Name

Sign

Date

G. DRAFT LETTER OF NOTIFICATION OF INTENT OF AWARD

To:
(Name and full address of the Successful Tenderer).....

Dear Sirs/ Madams,

RE: NOTIFICATION OF INTENT OF AWARD OF TENDER NO.

Pursuant to the provision under section 87 of the public procurement and asset disposal Act 2015 we refer to your tender dated we are pleased to inform you that following evaluation, we intend to award you a contract for the above mentioned subject to provision herein.

This notification of intent does not constitute a contract. The formal Contract Agreement and notification of award, shall be entered into pursuant to the provisions of the Public Procurement and Asset Disposal Act, 2015 *(or as may be amended from time to time, or replaced)*.

You are required to accept or reject this offer within a period of 14 days.

We take this opportunity to remind you to again note and strictly comply with the provisions as stated in the tender document.

Kenya Power Pension Fund is committed to best practices in quality management systems and supply chain management, attached please read carefully our Suppliers' Charter. We look forward to a cordial and mutually beneficial business relationship.

Yours faithfully,

FOR: THE KENYA POWER PENSION FUND

CEO & TRUST SECRETARY.

H. DRAFT LETTER OF NOTIFICATION OF REGRET

To: *(Name and full address of the Unsuccessful Tenderer).....*

Date:

Dear Sirs/ Madams,

RE: NOTIFICATION OF REGRET IN RESPECT OF TENDER NO.

Pursuant to the provision under section 87(3) of the public procurement and asset disposal Act 2015 to notify you that following evaluation, your Tender is unsuccessful. It is therefore not accepted. The brief reasons are as follows:-

- 1.
- 2.
- 3. etc

The successful bidder was _____.

However, this notification does not reduce the validity period of your Tender Security. In this regard, we request you to relook at the provisions regarding the Tender Security, Signing of Contract and Performance Security as stated in the Instructions to Tenderers.

You may collect the tender security from our offices only after expiry of twenty five (25) days from the date hereof

It is expected that by that time KPPF and the successful bidder will have entered into a contract pursuant to the Public Procurement and Asset Disposal Act, 2015 *(or as may be amended from time to time or replaced)*. When collecting the Security, you will be required to produce the original or certified copy of this letter.

We thank you for the interest shown in participating in this tender and wish you well in all your future endeavours.

Yours faithfully,

FOR: THE KENYA POWER PENSION FUND

CEO & TRUST SECRETARY

I. DRAFT LETTER OF NOTIFICATION OF AWARD

To:
(Name and full address of the Successful Tenderer).....

Dear Sirs/ Madams,

RE: NOTIFICATION OF AWARD OF TENDER NO.

We refer to your tender datedand your acceptance letter datedfor provision ofand are pleased to inform you that following evaluation, subject to the provision herein, has been accepted as follows.....

This notification does not constitute a contract. The formal Contract Agreement, which is enclosed herewith shall be entered into pursuant to the provisions of the Public Procurement and Asset Disposal Act, 2015 *(or as may be amended from time to time, or replaced)*. Kindly sign, and seal the Contract Agreement. Further, initial and stamp on all pages of the documents forming the Contract that are forwarded to you with this letter. Thereafter return the signed and sealed contract to us for our further action. Kindly prepare 10% performance bank guarantee of the total tender sum of Kshs.....to be submitted together with the contract.

Kenya Power Pension Fund is committed to best practices in quality management systems and supply chain management, attached please read carefully our Suppliers' Charter. We look forward to a cordial and mutually beneficial business relationship.

Yours faithfully,
FOR: THE KENYA POWER PENSION FUND

CEO & TRUST SECRETARY.

J. CONTRACT AGREEMENT FORM

THIS AGREEMENT made this.....day of.....20.... **BETWEEN THE KENYA POWER & LIGHTING COMPANY LIMITED STAFF RETIREMENT BENEFITS SCHEME**, a retirement benefits fund licensed by Retirement Benefits Authority situated at Stima Plaza Annex, Kolobot Road, Parklands, Nairobi in the Republic of Kenya and of Post Office Box Number 1548-00600, Nairobi in the Republic aforesaid (*hereinafter referred to as the "KPPF"*) of the one part,

AND

..... (*Supplier's full name and principal place of business*) a duly registered entity according to the laws of..... (*state country*) and of Post Office Box Number/Physical Address(*full address physical and postal of Supplier*) in the Republic aforesaid, (*hereinafter referred to as the "Supplier"*) of the other part;

WHEREAS KPPF invited tenders for certain services and/ or goods, that is to say for Provision of under Tender Number.....

AND WHEREAS KPPF has accepted the Tender by the Supplier for the services and/ or goods in the sum of *include any payable taxes, duties and insurance where applicable e.g. Value Added Tax* (*hereinafter called "the Contract Price"*).

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS: -

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract and the Tender Document.

2. Unless the context or express provision otherwise requires: -

a) reference to "this Agreement" includes its recitals, any schedules and documents mentioned hereunder and any reference to this Agreement or to any other document includes a reference to the other document as varied supplemented and or replaced in any manner from time to time.

b) any reference to any Act shall include any statutory extension, amendment, modification, re-amendment or replacement of such Act and any rule, regulation or order made thereunder.

c) words importing the masculine gender only, include the feminine gender or (as the case may be) the neutral gender.

d) words importing the singular number only include the plural number and vice-versa and where there are two or more persons included in the expression the "*Supplier*" the covenants, agreements obligations expressed to be made or performed by the Supplier shall be deemed to be made or performed by such persons jointly and severally.

e) where there are two or more persons included in the expression the "*Supplier*" any act default or omission by the Supplier shall be deemed to be an act default or omission by any one or more of such persons.

3. In consideration of the payment to be made by KPPF to the Supplier as hereinbefore mentioned, the Supplier hereby covenants with KPPF to perform and provide the services and/ or goods and remedy any defects thereon in conformity in all respects with the provisions of the Contract.

4. KPPF hereby covenants to pay the Supplier in consideration of the proper performance and provision of the services and/ or 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.

5. The following documents shall constitute the Contract between KPPF and the Supplier and each shall be read and construed as an integral part of the Contract: -

- a) this Contract Agreement
- b) the Special Conditions of Contract as per the Tender Document
- c) the General Conditions of Contract as per the Tender Document
- d) the Price Schedules submitted by the Supplier and agreed upon with KPPF.
- e) the Schedule of Requirements/ terms of reference as per the Tender Document
- f) KPPF's Notification of Award dated.....
- g) the Tender Form signed by the Supplier
- h) the Declaration Form signed by the Supplier/ successful Tenderer
- i) the services shall be provided for a **period of** from the Commencement Date (*hereafter referred to as the "term"*)

6. In the event of any ambiguity or conflict between the contract documents listed above, the order of precedence shall be the order in which the contract documents are listed in 5 above except where otherwise mutually agreed in writing.

7. The Commencement Date shall be the working day immediately following the fulfillment of all the following: -

- a) Execution of this Contract Agreement by KPPF and the Supplier.
- b) Issuance of the Performance Bond by the Supplier and confirmation of its authenticity by KPPF.
- c) Issuance of the Official Order by KPPF to the Supplier.

8. The period of contract validity shall begin from the Commencement date and end sixty (60) days after the last date of the agreed performance schedule.

Provided that the expiry period of the Warranty shall be as prescribed and further provided that the Warranty shall survive the expiry of the contract.

9. It shall be the responsibility of the Supplier to ensure that its Performance Security is valid at all times during the period of contract validity and further is in the full amount as contracted.

10. Any amendment, change, addition, deletion or variation howsoever to this Contract shall only be valid and effective where expressed in writing and signed by both parties.

11. No failure or delay to exercise any power, right or remedy by KPPF shall operate as a waiver of that right, power or remedy and no single or partial exercise of any other right, power or remedy.

12. Notwithstanding proper completion of performance or parts thereof, all the provisions of this Contract shall continue in full force and effect to the extent that any of them remain to be implemented or performed unless otherwise expressly agreed upon by both parties.

13. Any notice required to be given in writing to any Party herein shall be deemed to have been sufficiently served, if where delivered personally, one day after such delivery; notices by electronic mail and facsimile shall be deemed to be served one day after the date of such transmission and delivery respectively, notices sent by post shall be deemed served seven (7) days after posting by registered post (*and proof of posting shall be proof of service*), notices sent by courier shall be

deemed served two (2) days after such receipt by the courier service for Local Suppliers and five (5) days for Foreign Suppliers.

14. For the purposes of Notices, the address of KPPF shall be CEO & Trust Secretary, Kenya

Power Pension Fund, 3rd Floor, Stima Plaza Annex, Kolobot Road, Post Office Box Number 1548–00600, Nairobi, Kenya. The address for the Supplier shall be the Supplier’s address as stated by it in the Confidential Business Questionnaire provided in the Tender Document.

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

SIGNED for and on behalf
of **KPPF**

CEO & TRUST SECRETARY

SEALED with the **COMMON SEAL**
of the **SUPPLIER**
in the presence of:-

DIRECTOR

Affix Supplier’s Seal / Stamp here

DIRECTOR’S FULL NAMES

and in the presence of:-

DIRECTOR/ COMPANY SECRETARY

DIRECTOR/ COMPANY SECRETARY’S FULL NAMES

K. SUPPLIER EVALUATION FORM

ASPECTS	RATING GUIDELINES				PROCUREMENT SCORE	USER'S SCORE	COMMENTS	TOTALS
1. COST OF SERVICE/PRODUCT	Did the vendor assist in or advice on ways of reducing the costs?	YES: 5	PARTIAL Y:2.5	NO: 0				
	Did the company vary agreed contract amount?	YES: 0	-	NO: 5				10
2.ON TIME DELIVERY OF PRODUCT OR SERVICE	Rate guidelines				Procurement Score	User's Score	Comments	Totals
	Did the vendor perform work in compliance with contract terms and agreements?	YES: 8	PARTIAL Y:4	NO: 0				
	Was the vendor prompt and effective in correction of situations and conditions?	YES: 4	PARTIAL Y:2	NO: 0				
	Are you able to track service level agreements and determine duration of incidents from the vendor?	YES: 4	PARTIAL Y:2	NO: 0				
								16
3. QUALITY	Rating guidelines				Procurement Score	User's Score	Comments	Totals
	When performing their duties, was there - rework or returns caused by non conformance to quality?	NO:10	PARTIAL Y:5	YES: 0				
	Was the quality of service /goods delivered equal to KPPF's minimum	YES: 10	PARTIAL Y:5	NO:0				

	requirements?							
								20
4.RESPONSIVENESS	Rating guidelines				Procurement Score	User's Score	Comments	Totals
	Was the vendor well responsive to information requests, issues, or problems that arose in the course of service?	YES: 6	PARTIAL Y:3	NO: 0				
	Was the vendor open to feedback on low quality of service levels and willing to act on this?	YES: 4	PARTIAL Y:2	NO: 0				
	Is it easy to reach staff members of suppliers in case of a request or query? (are communication channels clear?)	YES: 4	PARTIAL Y:2	NO: 0				14
6. CUSTOMER SUPPORT	Rating guidelines				Procurement Score	User's Score	Comments	Totals
	Did the vendor offer effective customer support?	YES: 10	PARTIAL Y:5	NO: 0				
	In case of reported problems/issues, were there follow ups by the vendor to ensure the problem is fully resolved during support?	YES: 8	PARTIAL Y:4	NO: 0				
								18
7. COMMUNICATION SKILLS	Rating guidelines				Procurement Score	User's Score	Comments	Totals
	Are you	YES:	PARTIAL	NO: 0				

	satisfied with the attitude, courtesy, and professionalism of this vendor's staff? Written or spoken?	4	Y:2					
	Are the vendor's staff well equipped and skilled in handling requests / issues? Are you rotated too much among staff on an issue?	YES: 8	PARTIAL Y:4	NO: 0				
								12
8. VALUE ADD	Rating guidelines					User's Score	Comments	Totals
	Did the vendor go over and above in optimizing service delivery process for effective services delivery?	YES: 5	PARTIAL Y:5	NO: 0				
								10
Maximum Score						100.0		100.00%
User to summarize key performance issues for the vendor.								
Evaluation Done by:	Name	Department	Sign			Date		

DISCLOSURE OF ANY LITIGATION ISSUES FORM

1. Statement of litigation **history must be filled**

Form LIT: Pending Litigation (where applicable Each Bidder or member of a JV must fill in this form)

Pending Litigation <input type="checkbox"/>			
<input type="checkbox"/> No pending litigation <input type="checkbox"/> Pending litigation			
Year	Matter in Dispute	Value of Pending Claim in KSH.	Value of Pending Claim as a Percentage of Net Worth

Yours sincerely,

Name of Tenderer

Signature of duly authorised person signing the Tender

Name and Designation of duly authorised person signing the Tender

Stamp or Seal of Tenderer

PART II – KPPF’S SCHEDULE OF REQUIREMENTS

SECTION V – TERMS OF REFERENCE
TERMS OF REFERENCE AND REQUIREMENTS FOR PROVISION OF MEDICAL COVER FOR STAFF –TENDER NO. KPPF/PROC/2-A/03/2024

BACKGROUND

The Kenya Power Pension Fund (“KPPF” or “the Fund”) is one of the leading Kenyan occupational pension funds that has over 10,000 members and more than Kshs. 30 billion in assets under management (AUM) across its three pension funds – Defined Benefit (DB), Defined Contribution (DC) and Income Drawdown (IDD).

The DB and DC Funds were established with the main purpose of providing pension and cash benefits for members, who are employees of the Kenya Power & Lighting Company Limited, upon their retirement and where applicable, relief for the dependents of deceased members. The DB Fund was established on 3rd May 1971 and was closed to new members and ceased receiving contributions from members with effect from 30th June 2006. The DC Fund was established on 1st July 2006 and receives a percentage of members’ salaries as mandatory contributions and also receives additional voluntary contributions (AVC).

The Funds managed by a Board of Trustees that is responsible for establishing and maintaining policies and objectives for all aspects of the Funds’ operations. To ensure efficiency in the delivery of services to members, Trustees have established a Secretariat to carry out the day-to-day management of the two Funds. The Secretariat has adopted a management structure that comprises different departments that include Pensions Administration, Finance & Investments, Property, Human Resources & Administration, Procurement, and ICT.

The Vision of KPPF is to be “A world-class quality of life in retirement for our members and beneficiaries.”

In an endeavor to realize its vision and mission, KPPF abides to core values namely:

1. Integrity
2. Accountability
3. Courtesy
4. Efficiency
5. Stewardship
6. Innovation

The KPPF seeks to contract an insurance broker to provide medical insurance cover for its Employees for a period of one (1) year renewable. KPPF may at its own discretion renew the cover for a further period of one (1) year subject to satisfactory performance.

The medical insurance scheme is a fully enhanced cover intended at providing all employees with quality health care services on 24 hours basis taking into cognizance the unpredictable nature of sicknesses and/or accidents. Which includes in-patient, out-patient, dental, optical and international travel and referral application as specified below:

No.	INSURANCE TYPE	DESCRIPTION	COVER
1.	Employee Medical Cover	To cover all employees of the Fund	<ul style="list-style-type: none"> • In patient limit Kshs. 1,500,000 • Outpatient limit Kshs.200,000 • Standard Private room minimum Kshs. 28,000 per night for 11 management staff. • Maternity cover Ksh. 350,000 • All other staff normal ward bed. • For all the employees as per the attached terms. • Pandemics/political violence/riot and strike/Terrorism covered. • COVID-19 shall be 50% of inpatient limit

Terms and conditions for the medical scheme cover is as follows;

a. Inpatient cover

The In-patient cover benefit shall cater for illnesses requiring hospitalization and will be fully enhanced to cover the following conditions and procedures: -

1. Accident and illness hospitalization (accommodation, doctor's, fees, operating theatre, ICU charges, physiotherapy, prescribed drugs, dressings surgical appliances, X-rays and scans;
2. Medical services for pre-existing and chronic conditions including cardiac diseases, asthma, diabetes, pre-existing surgical conditions and cancer and related illnesses. Sub-limits for chronic and congenital conditions shall be 50% of the cover limit.
3. Congenital/Neonatal conditions within the limit for chronic conditions;
4. In-patient surgery;
5. In-patient diagnostic tests;
6. Surgical implants, appliances, joint replacements and prostheses;
7. External aids (wheel chair, corsets, crutches and other orthopedic appliances);
8. Professional fees for specialist doctors (Surgeons, anesthetists etc.);
9. Major organ transplant;
10. Hospital accommodation;
11. Maternity cover including, maternity complications, caesarean cases and ectopic pregnancy;
12. Premature babies to be up to 50% of inpatient limit.
13. Hospitalization due to dental and optical accident or disease;

14. Gynecological illnesses;
15. Emergency road ambulance services;
16. Emergency Air Evacuation in Kenya only;
17. Psychiatry/psychotherapy;
18. Chemotherapy and radiotherapy;
19. Non-Accident ophthalmologic and maxillofacial surgery;
20. Accommodation for accompanying parent/guardian for hospitalized children up to 12 years of age;
21. Cost for quarantine and isolation where prescribed by the doctor;
22. Treatment while in hospital;
23. Discharge from hospital and the cost of treatment thereof;
24. Post hospitalization benefits; and
25. Any other service not included above but which may be mutually agreed upon from time to time.

a. 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:

1. Routine outpatient consultation;
2. Diagnostic Laboratory and Radiology services including X-ray, ultrasounds, ECG, MRI scans, oncology tests etc.;
3. Prescribed Physiotherapy;
4. Prescribed drugs and dressings;
5. Treatment for HIV/AIDS related conditions as well as prescribed ARVs, CD-4 count and viral load test; Attendance to other opportunistic diseases e.g. TB and cancer;
6. Treatment for pre-existing conditions;
7. Treatment for Chronic and recurring conditions;
8. Treatment from any injuries sustained as a result of riots, strikes or terrorism, where the member was not part of the rioters;
9. Chemotherapy and radiotherapy;
10. Routine Immunization (**KEPI, Baby friendly and private vaccines**) for all family members;
11. Routine Antenatal checkups;
12. Postnatal care up to six weeks post-delivery;
13. Psychiatry/psychotherapy;
14. Outpatient Emergency Ambulance Services;
15. Dental services including extractions, fillings, gum surgery, root canal treatment and basic prescribed dentures, braces, crowns and bridges;
16. Optical and ophthalmologic services;
17. Counseling services;
18. Specialist opinion on referral basis;
19. Medical examination which is a pre-requisite for various training programmes;
20. Health Education (wellness programmes);

21. Annual pap smear and breast checks for female members dependents;
22. Annual prostate checks for male members and dependents; and
23. General check-ups for principal member and spouse;
24. Costs of rehabilitation for alcohol and drug abuse (ADA)
25. Covid -test to be within outpatient.
26. Settlement within 14 days or less after claim is lodged with insurance provider.

Additional benefits and conditions to the medical cover should be as follows;

1. The cover Shall Support rehabilitation programmes and counselling.
2. Shall provide Travel Insurance cover for the insured upon request by the client without any extra cost when travelling outside the country
3. The inpatient cover should cater for at least one (1) drug and substance rehabilitation confinement in an institution for the principal employee.
4. The chronic and pre-existing condition benefits should not be less than 50% of the overall inpatient cover limit.
5. (At least four (4) different contact persons who are able to make instant decisions on 24 hours call for both emergencies
6. Treatment by chiropractors/acupuncturists within cover limits
7. Treatment of injuries sustained while in a state of temporal insanity/depression etc.
8. Treatment of COVID-19 and its related complications, detail of isolation centers
9. No form of Capitation allowed.
10. NO co-pay
11. No form of modification of any document other than the format provided.
12. Medical cards
13. dependent children shall be covered from 36 weeks to 18 years old and up to 25 years old subject to proof of fulltime learning.
14. No pre-authorization for consultation service for providers on the panel provided members have identification cards. Preauthorization shall only be related to major medical procedures and admissions. The service provider must provide a clear list of preauthorization procedure providing timelines for each process.
15. Facilitate training and sensitization of at least 50% of members by the Insurance provider. The training should take cognizance of all the categories of staff members i.e. middle level management and lower level /support staff members (at least 4 trainings i.e. 1per quarter) Top level management to be trained off-job i.e. outside Nairobi for a minimum of five (5) days to enable them deeply conceptualize the operations of the scheme. Cost of training to be met by the underwriter.
16. Provide Scheme information booklets on scheme rules and entitlement with full disclosure of all exclusions. Declare all exclusions - all exclusions to be expressly declared but not within the medical benefit. Any exclusions that negates a medical benefit will lead to disqualification of the bid .
17. Funeral cover Kshs.100, 000 for all as a medical cover rider
18. A joint Committee (Quality Assurance Committee) consisting of three (3) members from KPPF and three (3) members from the Provider to appraise the scheme on Quarterly basis. The same shall evaluate the scheme on quarterly basis under the adequate facilitation by the Provider to sustain its effectiveness through monitoring of its performance.
19. The Provider to train, provide transport, accommodation and other related costs towards the orientation of the QAC members one month after the commencement of the cover. All activities of the Committee must be funded at the expense of the Provider if they are done outside Kenya Power Pension Fund premises

20.The provider to establish two (2) rehabilitation facilities to address challenges experienced by the members who are vulnerable and require comprehensive rehabs to restore them in good health.

Benefits - International Travel and Referral Allocations

This is payment that shall be made over and above the inpatient normal cover limits specified for the members and the person accompanying the patient. This will be paid out where authorization has been granted for the member to travel overseas for specialized treatment which is either not available locally or is reasonably cheaper and better quality than is locally. Air ticket for patient and aide and their accommodation to be included in the cover.

FAMILY CLASSIFICATION

Number of Employees: 37 employees, please note the number of employees may vary and the provider may be asked to give a quote if a new employee joins KPPF.

Family Size	Number of Members
M	11
M+1	7
M+2	2
M+3	11
M+4	6
Total	37

Benefit	Inpatient	Outpatient	Last Expense	Maternity	Dental	Optical
Scope	Per Family	Per Family	Per Family	Per Family	Per Person	Per Person
Specifics	Stand alone	Stand alone	Within inpatient	Within inpatient	Within outpatient	Within outpatient
Amounts	1,500,000	200,000	100,000	350,000	40,000	30,000

KPPF **SHALL** not accept any award conditions whatsoever from the insurer.

Name of Tenderer

Signature of duly authorised person signing the Tender

Name and Designation of duly authorised person signing the Tender

Stamp or Seal of Tenderer

PART III – CONDITIONS OF CONTRACT AND CONTRACT FORMS

SECTION VI - GENERAL CONDITIONS OF CONTRACT

A. General Provisions

1.1 Definitions

Unless the context otherwise requires, the following terms whenever used in this Contract have the following meanings:

- a) "Schedule of Requirements" is the priced and completed list of items of Services to be performed by the Insurance Provider forming part of his Tender;
- b) "Completion Date" means the date of completion of the Services by the Insurance Provider as certified by the Procuring Entity
- c) "Contract" means the Contract signed by the Parties, to which these General Conditions of Contract (GCC) are attached, together with all the documents listed in Clause 1 of such signed Contract;
- d) "Contract Price" means the price to be paid for the performance of the Services, in accordance with Clause 6;
- e) "Procuring Entity" means the Procuring Entity or party who employs the Insurance Provider
- f) "Foreign Currency" means any currency other than the currency of Kenya;
- g) "GCC" means these General Conditions of Contract;
- h) "Government" means the Government of Kenya;
- i) "Local Currency" means Kenya shilling;
- j) "Party" means the Procuring Entity or the Insurance Provider, as the case may be, and "Parties" means both of them;
- k) "Personnel" means persons hired by the Insurance Provider;
- l) "Insurance Provider" is a person or corporate body whose Tender to provide the Services has been accepted by the Procuring Entity;
- m) "Insurance Provider's Tender" means the completed Tendering Document submitted by the Insurance Provider to the Procuring Entity
- n) "SCC" means the Special Conditions of Contract by which the GCC may be amended or supplemented;
- o) "Services" means the work to be performed by the Insurance Provider pursuant to this Contract, as described in Schedule of Requirements included in the Insurance Provider's Tender.
- p) "Public Procurement Regulatory Authority (PPRA)" shall mean the Government Agency responsible for oversight of public procurement.

1.2 Applicable Law

The Contract shall be interpreted in accordance with the laws of Kenya.

1.3 Language

This Contract has been executed in the English language, which shall be the binding and controlling language for all matters relating to the meaning or interpretation of this Contract.

1.4 Notices

Any notice, request, or consent made pursuant to this Contract shall be in writing and shall be deemed to have been made when delivered in person to an authorized representative of the Party to whom the communication is addressed, or when sent by registered mail, hand delivery, or email to such Party at the address **specified in the SCC**.

1.5 Location

The Services shall be performed at such locations as a respecified in Appendix A, in the specifications and, where the location of a particular task is not so specified, at such locations, whether in Kenya or elsewhere, as the Kenya Power Pension Fund may approve.

1.6 Authorized Representatives

Any action required or permitted to be taken, and any document required or permitted to be executed, under this Contract by Kenya Power Pension Fund or the Service Provider may be taken or executed by the officials **specified in the SCC**.

1.7 Inspection and Audit by the PPRA

Pursuant to paragraph 2.2 e. of Attachment 1 to the General Conditions, the Service Provider shall permit and shall cause its sub contract or sand sub-consultants to permit, PPRA and/or persons appointed by PPRA to inspect the Site and/or the accounts and records relating to the procurement process, selection and/or contract execution, and to have such accounts and records audited by auditors appointed by PPRA. The Service Provider's and its Subcontractors' and sub-consultants' attention is drawn to Sub-Clause 3.10 which provides, inter alia, that acts intended to materially impede the exercise of PPRA's inspection and audit rights constitute a prohibited practice subject to contract termination (as well as to a determination of ineligibility pursuant to PPRA's prevailing sanctions procedures).

1.8 Taxes and Duties

The Service Provider, Subcontractors, and their Personnel shall pay such taxes, duties, fees, and other impositions as may be levied under the Applicable Law, the amount of which is deemed to have been included in the Contract Price.

2 Commencement, Completion, Modification, and Termination of Contract

2.1 Effectiveness of Contract

This Contract shall come into effect on the date the Contract is signed by both parties or such other later date as maybe **stated in the SCC**.

2.2 Commencement of Services Duration and Commencement of Services the Commencement date and duration of the insurance cover shall be specified in the SCC.

2.3 Modification

Modification of the terms and conditions of this Contract, including any modification of the scope of the Services or of the Contract Price, may only be made by written agreement between the Parties.

2.4 Force Majeure

2.4.1 Definition

For the purposes of this Contract, "Force Majeure" means an event which is beyond the reasonable control of a Party and which makes a Party's performance of its obligations under the Contract impossible or so impractical as to be considered impossible under the circumstances.

2.4.2 No Breach of Contract

The failure of a Party to fulfill any of its obligations under the contract shall not be considered to be a breach of, or default under, this Contract insofar as such inability arises from an event of Force Majeure, provided that the Party affected by such an event (a) has taken all reasonable precautions, due care and reasonable alternative measures in order to carry out the terms and conditions of this Contract, and (b) has informed the other Party as soon as possible about the occurrence of such an event.

2.4.3 Extension of Time

Any period within which a Party shall, pursuant to this Contract, complete any action or task, shall be extended for a period equal to the time during which such Party was unable to perform such action as a result of Force Majeure.

2.4.4 Payments

During the period of their inability to perform the Services as a result of an event of Force Majeure, the Service Provider shall be entitled to continue to be paid under the terms of this Contract, as well as to be reimbursed for additional costs reasonably and necessarily incurred by them during such period for the purposes of the Services and in reactivating the Service after the end of such period.

2.5 Termination

2.5.1 By Kenya Power Pension Fund

Kenya Power Pension Fund may terminate this Contract, by not less than thirty(30) days' written notice of termination to the Service Provider, to be given after the occurrence of any of the events specified in paragraphs (a) through (d) of this Sub-Clause 2.6.1:

- a) If the Service Provider does not remedy a failure in the performance of its obligations under the Contract, within thirty (30) days after being notified or within any further period as Kenya Power Pension Fund may have subsequently approved in writing;
- b) if the Service Provider become insolvent or bankrupt;
- c) if, as the result of Force Majeure, the Service Provider is unable to perform a material portion of the Services for a period of not less than sixty (60) days; or
- d) if the Service Provider, in the judgment of Kenya Power Pension Fund has engaged in Fraud and Corruption, as defined in paragraph 2.2a. of Attachment 1 to the GCC, in competing for or in executing the Contract

2.5.2 By the Insurance Provider

The Service Provider may terminate this Contract, by not less than thirty (30) days' written notice to the Procuring Entity, such notice to be given after the occurrence of any of the events specified in paragraphs (a) and (b) of this Sub-Clause 2.5.2:

- a) If Kenya Power Pension Fund fails to pay any monies due to the Service Provider pursuant to this Contract and not subject to dispute pursuant to Clause 7 within forty-five (45) days after receiving written notice from the Service Provider that such payment is overdue; or

- b) if, as the result of Force Majeure, the Service Provider is unable to perform a material portion of the Services for a period of not less than sixty (60) days.

2.5.3 Payment upon Termination

Upon termination of this Contract pursuant to Sub-Clauses 2.5.1 or 2.5.2 the Procuring Entity shall make the following payments to the Service Provider:

- a) remuneration pursuant to Clause 6 for Services satisfactorily performed prior to the effective date of termination;
- b) except in the case of termination pursuant to paragraphs (a), (b), (d) of Sub-Clause 2.5.1 , reimbursement of any reasonable cost incident to the prompt and orderly termination of the Contract, including the cost of the return travel of the Personnel.

3 Obligations of the Service Provider

3.1 General

The Service Provider shall perform the Services in accordance with the Specifications and the Activity Schedule, and carry out its obligations with all due diligence, efficiency, and economy, in accordance with generally accepted professional techniques and practices, and shall observe sound management practices, and employ appropriate advanced technology and safe methods. The Service Provider shall always act, in respect of any matter relating to this Contractor to the Services, as faithful adviser to Kenya Power Pension Fund , and shall at all times support and safeguard Kenya Power Pension Fund legitimate interests in any dealings with Subcontractors or third parties.

3.2 Conflict of Interests

3.2.1 Insurance Provider Not to Benefit from Commissions and Discounts.

The remuneration of the Insurance Provider pursuant to Clause 6 shall constitute the Insurance Provider's sole remuneration in connection with this Contract or the Services, and the Insurance Provider shall not accept for their own benefit any trade commission, discount, or similar payment in connection with activities pursuant to this Contract or to the Services or in the discharge of their obligations under the Contract, and the Insurance Provider shall use their best efforts to ensure that the Personnel, any Subcontractors, and agents of either of them similarly shall not receive any such additional remuneration.

3.2.2 Insurance Provider and Affiliates Not to be Otherwise Interested in Services other than the insurance Services

The Insurance Provider agree that, during the term of this Contract and after its termination, the Insurance Provider and its affiliates, as well as any Subcontractor and any of its affiliates, shall be disqualified from providing goods, works, or Services (other than the insurance Services and any continuation thereof) for any contingency resulting from or closely related to the Services.

3.2.3 Prohibition of Conflicting Activities

Neither the Insurance Provider nor its Subcontractors nor the Personnel shall engage, either directly or indirectly, in any of the following activities:

- a) During the term of this Contract, any business or professional activities in Kenya which would conflict with the activities assigned to them under this Contract;
- b) during the term of this Contract, neither the Service Provider nor their Subcontractors shall hire public employees' inactive duty or on any type of leave, to perform any activity under this Contract;

c) After the termination of this Contract, such other activities as may be **specified in the SCC**.

3.3 Confidentiality

The Insurance Provider, its Subcontractors, and the Personnel of either of them shall not, either during the term or within two (2) years after the expiration of this Contract, disclose any proprietary or confidential information relating to the Project, the Services, this Contract, or Kenya Power Pension Fund business or operations without the prior written consent of Kenya Power Pension Fund .

3.4 Reporting Obligations

The Insurance Provider shall submit to Kenya Power Pension Fund the reports and documents specified in Appendix B in the form, in the numbers, and within the periods set forth in the said Appendix.

3.5 Documents Prepared by the Insurance Provider to Be the Property of the Procuring Entity

All reports, and other documents and software submitted by the Insurance Provider in accordance with Sub- Clause 3.4 shall become and remain the property of the Kenya Power Pension Fund, and the Insurance Provider shall, not later than upon termination or expiration of this Contract, deliver all such documents and software to the Kenya Power Pension Fund, together with a detailed inventory thereof. The Insurance Provider may retain a copy of such documents and software. Restrictions about the future use of these documents, if any, shall be specified in the SCC.

3.6 Liquidated Damages

3.6.1 Payments of Liquidated Damages

The Insurance Provider shall pay liquidated damages to the Procuring Entity at the rate per day **stated in the SCC** for each day that the Completion Date is later than the Intended Completion Date. The total amount of liquidated damages shall not exceed the amount **defined in the SCC**. Kenya Power Pension Fund may deduct liquidated damages from payments due to the Insurance Provider. Payment of liquidated damages shall not affect the Service Provider's liabilities.

3.6.2 Correction for Over-payment

Kenya Power Pension Fund shall correct any overpayment of liquidated damages by the Insurance Provider by adjusting the next payment premium or certificate. The Insurance Provider shall be paid interest on the overpayment, calculated from the date of payment to the date of repayment, at the rates specified in Sub-Clause 6.4 .

3.7 Performance Security

The Insurance Provider shall not be required to provide any Performance Security to the Kenya Power Pension Fund.

3.8 Fraud and Corruption

The Kenya Power Pension Fund requires compliance with the Government's Anti-Corruption laws and its prevailing sanctions. Kenya Power Pension Fund requires the Insurance Provider to disclose any commissions or fees that may have been paid or are to be paid to agents or any other party with respect to the tendering process or execution of the Contract. The information disclosed must include at least the name and address of the agent or other party, the amount and currency, and the purpose of the commission, gratuity or fee.

4 Insurance Provider's Personnel

The Contract shall not obligate the Insurance Provider to provide any specific personnel for carrying out of the Services.

5 Obligations of Kenya Power Pension Fund

5.1 Change in the Applicable Law

If, after the date of this Contract, there is any change in the Applicable Law with respect to taxes and duties which increases or decreases the cost of the Services rendered by the Service Provider, then the remuneration and reimbursable expenses otherwise payable to the Service Provider under this Contract shall be increased or decreased accordingly by agreement between the Parties, and corresponding adjustments shall be made to the amounts referred to in Sub-Clauses 6.2(a) or (b), as the case may be.

6 Payments to the Service Provider

6.1 Lump-Sum Remuneration

The Insurance Provider's remuneration shall not exceed the Contract Price and shall be a fixed lump-sum. Except as provided in Sub-Clause 5.1, the Contract Price may only be increased above the amounts stated in Sub-Clause 6.2 if the Parties have agreed to additional payments in accordance with Sub-Clauses 2.3 and 6.3.

6.2 Contract Price

The price payable is **set forth in the SCC.**

6.3 Terms and Conditions of Payment

Payments will be made to the Service Provider according to the payment schedule **stated in the SCC.**

6.4 Interest on Delayed Payments

If the Kenya Power Pension Fund has delayed payments beyond thirty (30) days after the due date stated in the **SCC**, interest shall not be paid.

7 Quality Control

The contract shall not have any quality control modalities as this is not envisaged in the industry.

8 Settlement of Disputes

8.1 Amicable Settlement

Any party with dispute against the other party shall give notice to the other party, requesting the party to make Good the matters of the dispute. The Parties shall attempt to settle the dispute amicably. If the dispute cannot be settled amicably, the complaining party should move to commence arbitration after thirty days from the day on which a notice was given, even if no attempt at an amicable settlement has been made.

8.2 Arbitration if the Insurance Provider is a Kenyan firm

8.2.1 Any claim or dispute between the Parties arising out of or in connection with the Contract not settled amicably in accordance with Sub-Clause 8.1 shall be finally settled by arbitration. Arbitration shall be conducted in accordance with the Arbitration Laws of Kenya.

8.2.2 The arbitrators shall have full power to open up, review all matters relevant to the dispute. Nothing shall disqualify representatives of the Parties from being called as a witness and giving evidence before the arbitrators on any matter whatsoever relevant to the dispute.

8.2.3 Arbitration may be commenced prior to or after completion of the services. The obligations of the Parties shall not be altered by reason of any arbitration being conducted during the progress of the services.

8.2.4 The terms of the remuneration of each or all the members of Arbitration shall be mutually agreed upon by the Parties when agreeing the terms of appointment. Each Party shall be responsible for paying one-half of this remuneration.

8.2.5 In case of any claim or dispute, such claim or dispute shall be notified in writing by either party to the other with a request to submit it to arbitration and to concur in the appointment of an Arbitrator within thirty days of the notice. The dispute shall be referred to the arbitration and final decision of a person to be agreed between the parties. Failing agreement to concur in the appointment of an Arbitrator, the Arbitrator shall be appointed, on the request of the applying party, by the Chairman or Vice Chairman of any of the following institutions the:

- i) Law Society of Kenya, or
- ii) Chartered Institute of Arbitrators (Kenya Branch), or
- iii) Insurance Institute of Kenya, or
- iv) The Actuarial Society of Kenya.

8.2.6 The institution written to first by the aggrieved party shall take precedence over all other institutions.

8.2.7 The award of such Arbitrator shall be final and binding upon the parties.

8.3 Failure to Comply with Arbitrator's Decision

8.3.1 In the event that a Party fails to comply with a final and binding Arbitrator's decision, then the other Party may, without prejudice to any other right it may have, refer the matter to a competent Court of law.

8.4 Arbitration if the Insurance Provider is a foreign firm

8.4.1 Arbitration proceedings shall be conducted in accordance with the rules of procedure specified in the SCC.

B. SPECIAL CONDITIONS OF CONTRACT

SECTION VII - SPECIAL CONDITIONS OF CONTRACT

The Special Conditions of Contract *hereinafter abbreviated as SCC* shall form part of the Conditions of Contract. They are made in accordance with the law and KPPF's guidelines, practices, procedures and working circumstances. They shall amend, add to and vary the GCC. The clauses in this section need not therefore, be completed but must be completed by KPPF if any changes to the GCC provisions are deemed necessary. Whenever there is a conflict between the GCC and SCC, the provisions of the SCC shall prevail over those in the GCC.

No.	GCC Reference Clause	Particulars of SCC
1.	1.1	The Procuring Entity is: Kenya Power Pension Fund
2.	3.6.1 Liquidated Damages	The liquidated damage shall be: 0.05 % per week for a maximum of 10% of the contract value
3.	6.3 Terms of Payment	Payment is fourteen (14) days from submission of invoice together with other required and related documents.
4.	8.4.1 Arbitration	The place of arbitration shall be Nairobi , Kenya and will be conducted in accordance with the Arbitration Laws of Kenya.

C. APPENDICES

Appendix A - Description of the Services

Refer to Section V – Terms of reference

Appendix B - Schedule of Payments and Reporting Requirements

Refer to the SCC – Terms of payment

Appendix C - Breakdown of Contract Price

Refer to Section III – Price Schedule