KENYATTA UNIVERSITY

TENDER NO.: KU/TNDR/S/024/PMIC/2019-2020

RESTRICTED TENDER
FOR PROVISION OF MEDICAL INSURANCE COVER SERVICES
INPATIENT AND OUTPATIENT COVER

CLOSING DATE: MONDAY 28TH OCTOBER 2019 AT 10:00AM.
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SECTION I: INVITATION FOR TENDERS

TENDER REF. NO: KU/TNDR/S/024/PMIC/2019-2020

TENDER NAME: RESTRICTED TENDER FOR PROVISION OF MEDICAL INSURANCE COVER SERVICES- INPATIENT AND OUTPATIENT COVERS.

1. **Kenyatta University** invites sealed tenders from eligible and registered Medical Insurance underwriters for *Provision of Medical Insurance Cover-Inpatient and outpatient covers.*

2. Interested eligible candidates may obtain further information from and inspect the tender documents at **Kenyatta University Procurement Department (Central Administration Complex Room 009)** during normal office working hours.

3. Prices quoted should be net, inclusive of *all taxes*, and *delivery costs*, must be in Kenya Shillings and shall remain valid for **90** days from the closing date of the tender.

4. Completed tender documents are to be enclosed in plain sealed envelopes, marked with the tender number and name and to be deposited in the tender box at **(Kenyatta University-Procurement Department Reception)** or be addressed to **(Kenyatta University P.O Box 43844-00100 GPO Nairobi)** so as to be received on or before **Monday 28th October 2019 at 10:00am**

5. Tenders will be opened immediately thereafter, at the University Board Room in the presence of candidates’ representatives who choose to attend. **(KENYATTA UNIVERSITY BOARDROOM)**
SECTION II: INSTRUCTION TO TENDERERS

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SECTION II: INSTRUCTIONS TO TENDERERS

2.1: ELIGIBLE TENDERERS

2.1.1: This Invitation for Provision of Medical Insurance Cover Services (Inpatient and outpatient covers) is restricted to tenderers eligible as described in the invitation for tenders. Successful tenderers shall provide the services for the stipulated duration from the date of commencement (hereinafter referred to as the term) specified in the tender documents.

2.1.2: Kenyatta University employees, committee members, board members and their relatives (spouse and children) are not eligible to participate in the tender unless where specially allowed under section 131 of the Act.

2.1.3: Tenderers shall provide the qualification information statement that the tenderer (including all members of a joint venture and subcontractors) is not associated, or have been associated in the past, directly or indirectly, with a firm or any of its affiliates which have been engaged by Kenyatta University to provide consulting services for the preparation of the design, specifications, and other documents to be used for the procurement of the services under this Invitation for tenders.

2.1.4: Tenderers involved in the corrupt or fraudulent practices or debarred from participating in public procurement shall not be eligible.

2.2: COST OF TENDERING

2.2.1: The Tenderer shall bear all costs associated with the preparation and submission of its tender, and Kenyatta University, will in no case be responsible or liable for those costs. Regardless of the conduct or outcome of the tendering process.

2.2.3: Kenyatta University shall allow the tenderer to review the tender document free of charge before purchase.

2.3: CONTENTS OF TENDER DOCUMENT

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

i. Instructions to Tenderers
ii. General Conditions of Contract
iii. Special Conditions of Contract
iv. Details of Insurance Cover
v. Form of Tender
vi. Price Schedules
vii. Contract Form
viii. Confidential Business Questionnaire Form
ix. Tender security Form
x. Performance security Form
xi. Oaths and Statutory Declaration Form
xii. Bank Guarantee for Advance Payment
2.3.2 The Tenderer is expected to examine all instructions, forms, terms and specification in the tender
documents. Failure to furnish all information required by the tender documents or to submit a tender not
substantially responsive to the tender documents in every respect will be at the tenderers risk and may
result in the rejection of its tender.

2.4: CLARIFICATION OF TENDER DOCUMENTS

2.4.1: A Candidate making inquiries of the tender documents may notify Kenyatta University by post, fax or by
email at University’s address indicated in the Invitation for tenders. Kenyatta University will respond in
writing to any request for clarification of the tender documents, which it receives not later than seven (7)
days prior to the deadline for the submission of the tenders, prescribed by the University. Written copies
of the University response (including an explanation of the query but without identifying the source of
inquiry) will be sent to all candidates who have received the tender documents.

2.4.2: Kenyatta University shall reply to any clarifications sought by the tenderer within 3 days of receiving the
request to enable the tenderer to make timely submission of its tender.

2.4.3: Preference where allowed in the evaluation of tenders shall not exceed 15%

2.5: AMENDMENT OF TENDER DOCUMENTS

2.5.1: At any time prior to the deadline for submission of tenders, Kenyatta University, for any reason, whether
at its own initiative or in response to a clarification requested by a prospective tenderer, may modify the
tender documents by issuing and addendum.

2.5.2: All prospective tenderers who have obtained the tender documents will be notified of the amendment by
post, fax or email and such amendment will be binding on them.

2.5.3: In order to allow prospective tenderers reasonable time in which to take the amendment into account in
preparing their tenders, Kenyatta University, at its discretion, may extend the deadline for the
submission of tenders.

2.6: LANGUAGE OF TENDERS

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

2.7: DOCUMENTS COMPRISING THE TENDER

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

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

d) Declaration Form.

2.8: FORM OF TENDER

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

2.9: TENDER PRICES

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

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

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

2.10: TENDER CURRENCIES

2.10.1: Prices shall be quoted in Kenya Shillings

2.11: TENDERERS ELIGIBILITY AND QUALIFICATIONS

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

2.11.2: The documentary evidence of the tenderer’s qualifications to perform the contract if its tender is accepted shall establish to Kenyatta University’s satisfaction that the tenderer has the financial and technical capability necessary to perform the contract.

2.12: TENDER SECURITY (2% OF TOTAL PREMIUM QUOTED)

2.12.1: The tenderer shall furnish, as part of its tender, a tender security for the amount and form specified in the Appendix to Instructions to Tenderers.

2.12.2: The tender security shall not exceed 2 per cent of the tender price.

2.12.3: The tender security is required to protect Kenyatta University against the risk of Tenderer’s conduct which would warrant the security’s forfeiture, pursuant to paragraph 2.12.7

2.12.4: The tender security shall be denominated in Kenya Shillings or in another freely convertible currency, and shall be in the form of a bank guarantee.
2.12.5: Any tender not secured in accordance with paragraph 2.12.1. and 2.12.3 shall be rejected by Kenyatta University as non-responsive, pursuant to paragraph 2.20.5

2.12.6: Unsuccessful Tenderer’s tender security will be discharged or returned as promptly as possible but not later than thirty (30) days after the expiration of the period of tender validity.

2.12.7: The successful Tenderer’s tender security will be discharged upon the tenderer signing the contract, pursuant to paragraph 2.29, and furnishing the performance security, pursuant to paragraph 2.30.

2.12.8: The tender security may be forfeited:

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

2.13: VALIDITY OF TENDERS

2.13.1: Tenders shall remain valid for 90 days after date of tender opening pursuant to paragraph 2.18. A tender valid for a shorter period shall be rejected by Kenyatta University as non-responsive.

2.13.2: In exceptional circumstances, Kenyatta University may solicit the Tenderer’s consent to an extension of the period of validity. The request and the responses thereto shall be made in writing. The tender security provided under paragraph 2.12 shall also be suitably extended. A tenderer granting the request will not be required nor permitted to modify its tender.

2.14: FORMAT AND SIGNING OF TENDERS

2.14.1: The tenderer shall prepare an original and a copy of the tender, clearly marking each “ORIGINAL TENDER” and “COPY OF TENDER,” as appropriate clearly marked technical proposal and financial proposal. In the event of any discrepancy between them, the original shall govern.

2.14.2: The original and all copies of the tender shall be typed or written in indelible ink and shall be signed by the tenderer or a person or persons duly authorized to bind the tenderer to the contract. All pages of the tender, except for un-amended printed literature, shall be initialed by the person or persons signing the tender.

2.14.3: The tender shall have no interlineations, erasures, or overwriting except as necessary to correct errors made by the tenderer, in which case such corrections shall be initialed by the person or persons signing the tender.

2.15: SEALING AND MARKING OF TENDERS

2.15.1 *The tenderer shall seal the Technical and Financial submissions of the tender in separate envelopes, duly marking the envelopes as “Technical” and “Financial.” The envelopes shall then be sealed in an outer envelope. The inner and outer envelopes shall:*
(a) be addressed to Kenyatta University at the address given in the invitation to tender.

(b) bear, tender number and name in the invitation to tender and the words: “DO NOT OPEN BEFORE” Monday 28th October, 2019 at 10:00am.

2.15.2 The inner envelopes shall also indicate the name and address of the tenderer to enable the tender to be returned unopened in case it is declared “late”.

2.15.3 If the outer envelope is not sealed and marked as required by paragraph 2.15.2, Kenyatta University will assume no responsibility for the tender’s misplacement or premature opening.

2.15.4 Only Financial Submissions of Tenderers who attain the pass mark for Technical submission will be opened at a date, time and venue of which they will be notified.

2.16: DEADLINE FOR SUBMISSION OF TENDERS

2.16.1 Tenders must be received by Kenyatta University at the address specified under paragraph 2.15.2 not later than Monday 28th October 2019 at 10:00am.

2.16.2 Kenyatta University may, at its discretion, extend this deadline for the submission of tenders by amending the tender documents in accordance with paragraph 2.5.3 in which case all rights and obligations of The University and candidates previously subject to the deadline will thereafter be subject to the deadline as extended.

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

2.17: MODIFICATION AND WITHDRAWAL OF TENDERS

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

2.17.2 The tenderer’s modification or withdrawal notice shall be prepared, sealed, marked and dispatched in accordance with the provisions of paragraph 2.15. A withdrawal notice may also be sent by fax or email but followed by a signed confirmation copy, postmarked not later than the deadline for submission of tenders.

2.17.3 No tender may be modified after the deadline for submission of tenders.

2.17.4 No tender may be withdrawn in the interval between the deadline for submission of tenders and the expiration of the period of tender validity. Withdrawal of a tender during this interval may result in the Tenderer’s forfeiture of its tender security, pursuant to paragraph 2.12.7.

2.18: OPENING OF TENDERS
2.18.1 Kenyatta University will open all tenders in the presence of tenderers’ representatives who choose to attend, on **Monday 28th October 2019 at 10:00am** and in the location specified in the invitation for tenders. The tenderers’ representatives who are present shall sign a register evidencing their attendance.

2.18.2 The tenderers’ names, tender modifications or withdrawals, tender prices, discounts, and the presence or absence of requisite tender security and such other details as Kenyatta University, at its discretion, may consider appropriate, will be announced at the opening.

2.18.3 Kenyatta University will prepare minutes of the tender opening, which will be submitted to tenderers that signed the tender opening register and will have made the request.

**2.19: CLARIFICATION OF TENDERS**

2.19.1 To assist in the examination, evaluation and comparison of tenders Kenyatta University may, at its discretion, ask the tenderer for a clarification of its tender. The request for clarification and the response shall be in writing, and no change in the prices or substance of the tender shall be sought, offered, or permitted.

2.19.2 Any effort by the tenderer to influence Kenyatta University in its tender evaluation, tender comparison or contract award decisions may result in the rejection of the tenderers’ tender.

**2.20: PRELIMINARY EXAMINATION AND RESPONSIVENESS**

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

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

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

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

2.20.5 If a tender is not substantially responsive, it will be rejected by Kenyatta University and may not subsequently be made responsive by the tenderer by correction of the nonconformity.

**2.21: CONVERSION TO SINGLE CURRENCY**
2.21.1 Where other currencies are used, Kenyatta University will convert those currencies to Kenya Shillings using the selling exchange rate on the date of tender closing provided by the Central Bank of Kenya.

2.22: EVALUATION AND COMPARISON OF TENDERS

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

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

(a) Operational plan proposed in the tender;

Deviations in payment schedule from that specified in the Special Conditions of Contract.

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

(a) **Operational Plan**

Kenyatta University requires that the services under the Invitation for Tenders shall be performed at the time specified in the Schedule of Requirements. Tenders offering to perform longer than University’s required delivery time will be treated as non-responsive and rejected.

(b) **Deviation in payment schedule**

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

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

2.23: CONTACTING KENYATTA UNIVERSITY

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

2.23.2: Any effort by a tenderer to influence Kenyatta University in its decisions on tender evaluation, tender comparison, or contract award may result in the rejection of the Tenderers’ tender.

2.24: POST-QUALIFICATION

2.24.1: Kenyatta University will verify and determine to its satisfaction whether the tenderer that is selected as having submitted the lowest evaluated responsive tender is qualified to perform the contract satisfactorily.
2.24.2: The determination will take into account the tenderer financial and technical capabilities. It will be based upon an examination of the documentary evidence of the tenderers qualifications submitted by the tenderer, pursuant to paragraph 2.11.2, as well as such other information as Kenyatta University deems necessary and appropriate.

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

2.25: AWARD CRITERIA

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

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

(a) Necessary qualifications, capability experience, services, equipment and facilities to provide what is being procured.

(b) Legal capacity to enter into a contract for procurement

(c) Shall not be insolvent, in receivership, bankrupt or in the process of being wound up and is not the subject of legal proceedings relating to the foregoing.

(d) Shall not be debarred from participating in public procurement.

2.26: KENYATTA UNIVERSITY’S RIGHT TO ACCEPT OR REJECT ANY OR ALL TENDERS

2.26.1 Kenyatta University reserves the right to accept or reject any tender, and to annul the tendering process and reject all tenders at any time prior to contract award, without thereby incurring any liability to the affected tenderer or tenderers or any obligation to inform the affected tenderer or tenderers of the grounds for University’s action. If Kenyatta University determines that none of the tenders is responsive, The University shall notify each tenderer who submitted a tender.

2.26.2 Kenyatta University shall give prompt notice of the termination to the tenderers and on request give its reasons for termination within (14) days of receiving the request from any tenderer.

2.26.3 A tenderer who gives false information in the tender document about qualification or who refuses to enter into a contract after notification of contract award shall be considered for debarment from participating in future public procurement.
2.27: NOTIFICATION OF AWARD

2.27.1 Prior to the expiration of the period of tender validity, Kenyatta University will notify the successful tenderer in writing that its tender has been accepted.

2.27.2 The notification of award will signify the formation of the contract subject to the signing of the contract between the tenderer and Kenyatta University pursuant to clause 2.9. Simultaneously the other tenderers shall be notified that their tenders were not successful.

2.27.3 Upon the successful Tenderer’s furnishing of the performance security pursuant to paragraph 2.29 Kenyatta University will promptly notify each unsuccessful Tenderer and will discharge its tender security, pursuant to paragraph 2.12

2.28: SIGNING OF CONTRACT

2.28.1 At the same time as Kenyatta University notifies the successful tenderer that its tender has been accepted, it will simultaneously inform the other tenderers that their tenders have not been successful.

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

2.28.3 The contract will be definitive upon its signature by the two parties.

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

2.29: PERFORMANCE SECURITY

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

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

2.30: CORRUPT OR FRAUDULENT PRACTICES

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

2.30.2: Kenyatta University will reject a proposal for award if it determines that the tenderer recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question

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

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

<table>
<thead>
<tr>
<th>Instruction to tender reference</th>
<th>Particulars of Appendix to instructions to tenderers</th>
</tr>
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<tbody>
<tr>
<td>2.1: Indicate Eligible Tenderers</td>
<td>Restricted to Registered Medical Insurance providers-Underwriters Only</td>
</tr>
<tr>
<td>2.12: Tender Security</td>
<td>2% of the quoted annual premiums</td>
</tr>
<tr>
<td>2.14.4: Format of presenting the tender documents</td>
<td>The criteria supporting documents must be arranged sequentially in an ascending order according to the evaluation criteria.</td>
</tr>
<tr>
<td>2.15 Sealing and Marking of Tenders</td>
<td>2.15.1 The tenderer shall seal the Technical and Financial submissions of the tender in separate envelopes, duly marking the envelopes as “Technical” and “Financial.” The envelopes shall then be sealed in an outer envelope. 2.15.4 Only Financial Submissions of Tenderers who attain the pass mark for Technical submission will be opened at a date, time and venue of which they will be notified.</td>
</tr>
<tr>
<td>2.18 Opening of Tenders</td>
<td>Monday 28th October 2019 at 10:00am</td>
</tr>
<tr>
<td>2.16.3: Bulky Tenders</td>
<td>Delivered to Procurement Office Rm 009 Central Administration Complex</td>
</tr>
<tr>
<td>2.22. The evaluation criteria</td>
<td>See below page 15</td>
</tr>
</tbody>
</table>

Management of the contract:

(i) The university shall designate an officer (s) to supervise/manage the contract.
(ii) The company shall designate an officer (s) who shall be the contract person(s).
(iii) Where the contractor fails to settle claims to the satisfaction of the University, the contract shall be terminated at the option of the University.
The method of evaluation will be Merit Point System -
The criteria of evaluation and the points to be awarded on each criterion will be as follows:

<table>
<thead>
<tr>
<th>A.</th>
<th>MANDATORY/RESPONSIVENESS REQUIREMENTS</th>
<th>POINTS</th>
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<tbody>
<tr>
<td>A1</td>
<td>Submit a Copy Certificate of Incorporation/Registration</td>
<td>YES/NO</td>
</tr>
<tr>
<td>A2</td>
<td>Current Certificate by Commissioner of Insurance <em>(Attach Copy)</em></td>
<td>YES/NO</td>
</tr>
<tr>
<td>A3</td>
<td>Current Registration as a member of AKI</td>
<td>YES/NO</td>
</tr>
<tr>
<td>A4</td>
<td>Submit a copy of tender security (Value 2% of total premium) Payable to Kenyatta University</td>
<td>YES/NO</td>
</tr>
<tr>
<td>A5</td>
<td>Submit valid Copy of Tax Compliance Certificate</td>
<td>YES/NO</td>
</tr>
<tr>
<td>A7</td>
<td>Submit a Copy Current Business License</td>
<td>YES/NO</td>
</tr>
<tr>
<td>A8</td>
<td>Submit a list of 5 major hospitals and recommendation letters where you have a working relation</td>
<td>YES/NO</td>
</tr>
<tr>
<td>A9</td>
<td>Paid up capital of Ksh.400 million</td>
<td>YES/NO</td>
</tr>
<tr>
<td>A10</td>
<td>Give a detailed company profile showing qualification and years of experience in Medical Insurance of the management team.</td>
<td>YES/NO</td>
</tr>
<tr>
<td>A12</td>
<td>Duly filled confidential business questionnaire attached.</td>
<td>YES/NO</td>
</tr>
<tr>
<td>A13</td>
<td>Self-declaration form that the bidder has not been debarred from participating in government tenders (Must be certified by advocate/commissioner of oath)</td>
<td>YES/NO</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>B</th>
<th>OPERATIONS PERFORMANCE &amp; HUMAN RESOURCES</th>
</tr>
</thead>
<tbody>
<tr>
<td>B1(a)</td>
<td>Corporate Clients</td>
</tr>
<tr>
<td></td>
<td>- List at least 5 largest clients for the last three (3) years giving the total premium for each. *(Minimum premium handled at least 40 million <em>(Attach evidence giving the contact person and telephone number)</em></td>
</tr>
<tr>
<td>B1(b)</td>
<td>Detailed Product Proposal</td>
</tr>
<tr>
<td></td>
<td>- Meets all requirements as stated in section IV…………………..(10)</td>
</tr>
<tr>
<td></td>
<td>- Does not meet requirements………………………………………..(0)</td>
</tr>
<tr>
<td>B1(C)</td>
<td>Attach written references from the five (5) key clients above (B 1(a))</td>
</tr>
<tr>
<td>B2</td>
<td>Give the turnaround time for settling medical claims.</td>
</tr>
<tr>
<td>B3</td>
<td>List atleast four (4) professional staff and specify portfolio/task giving their qualifications and work experience. Attach their CV’s and copies of certificates</td>
</tr>
<tr>
<td>B4</td>
<td>Financial Capability (As supported by Audited Accounts for the last three (3) years (2015-2016, 2016-2017 and 2017-2018)</td>
</tr>
<tr>
<td></td>
<td>- Current ratio above 2.0………………………………………….(20)</td>
</tr>
<tr>
<td></td>
<td>- Current ratio below 2.0 and above 1.5…………………..(15)</td>
</tr>
<tr>
<td></td>
<td>- Current ratio below 1.5 and above 1………………………..(10)</td>
</tr>
<tr>
<td></td>
<td>- Current ratio below 1…………………………………………….(5)</td>
</tr>
<tr>
<td>B5</td>
<td>Detailed list of all service providers (hospitals, doctors, pharmacies)</td>
</tr>
</tbody>
</table>
## Document Conformity/Presented in a required format

- Well bound (tape bound is preferred) - 2 mks
- Table of content - 1 mk
- Separators - 1 mk
- Arrangement in order of mandatory requirement - 1 mk
- Pagination/serialization - 5 mks

**TOTAL** 100 mks

### NOTES

- Bidders must meet all the mandatory requirements to qualify for technical evaluation
- To qualify for price evaluation, the bidder must score a minimum of 70 %
- The bidder quoting the lowest price having attained 70% technical score shall be recommended for contract award.
- Any information provided by the bidder may be verified by the University as part of due diligence and any information that is not correct may lead to the bidder’s disqualification.
- The successful bidder will be required to provide a Professional Indemnity limit/Re-insurance (at least 2% of total premium quoted) before signing of the contract.
## SECTION III: GENERAL CONDITIONS OF CONTRACT

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</tr>
</tbody>
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SECTION III: GENERAL CONDITIONS OF CONTRACT

3.1: DEFINITIONS

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

“The Contract” means the agreement entered into between Kenyatta University and the tenderer, as recorded in the Contract Form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.

“The Contract Price” means the price payable to the tenderer under the Contract for the full and proper performance of its contractual obligations.

“The Services” means services to be provided by the tenderer including any documents, which the tenderer is required to provide to Kenyatta University under the Contract.

“The Procuring entity” means the organization procuring the services under this Contract.

“The Contractor” means the organization or firm providing the services under this Contract.

“GCC” means the General Conditions of Contract contained in this section.

“SCC” means the Special Conditions of Contract.

“Day” means calendar day.

3.2: APPLICATION

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

3.3: STANDARDS

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

3.4: USE OF CONTRACT DOCUMENTS AND INFORMATION

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

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

3.5: PATENT RIGHTS

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

3.6: PERFORMANCE SECURITY

3.6.1 Within twenty eight (28) days of receipt of the notification of Contract award, the successful tenderer shall furnish to Kenyatta University the performance security where applicable in the amount specified in SCC.

3.6.2 The proceeds of the performance security shall be payable to Kenyatta University as compensation for any loss resulting from the Tenderer’s failure to complete its obligations under the Contract.

3.6.3 The performance security shall be denominated in the currency of the Contract, or in a freely convertible currency acceptable to Kenyatta University and shall be in the form of a Bank guarantee.

3.6.4 The performance security will be discharged by Kenyatta University and returned to the Candidate not later than thirty (30) days following the date of completion of the Contractor’s performance of obligations under the Contract, including any warranty obligations, under the Contract.

3.7: DELIVERY OF SERVICES AND DOCUMENTS

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

3.8: PAYMENT

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

3.8.2: Payment shall be made promptly by Kenyatta University, but in no case later than ninety (90) days after submission of an invoice or claim by the contractor.

3.9: PRICES

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

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

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

3.9.4: Price variation requests shall be processed within (30) days of receiving the request.

3.10: ASSIGNMENT

3.10.1 The Contractor shall not assign, in whole or in part, its obligations to perform under this Contract, except with Kenyatta University’s prior written consent.

3.11: TERMINATION FOR DEFAULT

3.11.1 Kenyatta University may, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the Contractor terminate this Contract in whole or in part:

3.11.2: if the Contractor fails to provide any or all of the services within the period(s) specified in the Contract, or within any extension thereof granted by Kenyatta University.

3.11.3: If the Contractor fails to perform any other obligation(s) under the Contract

3.11.4: If the Contract in the judgment of Kenyatta University has engaged in corrupt or fraudulent practices in competing for or in executing the contract

3.11.5: In the event where Kenyatta University terminates the contract in whole or in part, it may procure, upon such terms and in such manner as it deems appropriate, services similar to those un-delivered, and the Contractor shall be liable to Kenyatta University for any excess costs for such similar services. However the contractor shall continue performance of the contract to extent not terminated.

3.12: TERMINATION FOR INSOLVENCY

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

3.13: TERMINATION FOR CONVENIENCE

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

3.14: RESOLUTION OF DISPUTES
3.14.1: Kenyatta University and the contractor shall make every effort to resolve amicably by direct informal negotiations and disagreement or disputes arising between them under or in connection with the contract

3.14.2: If after thirty (30) days from the commencement of such informal negotiations both parties have been unable to resolve amicably a contract dispute either party may require that the dispute be referred for resolution to the formal mechanisms specified in the SCC.

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

3.16: APPLICABLE LAW
3.16.1: The contract shall be interpreted in accordance with the laws of Kenya unless otherwise expressly specified in the SCC.

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

3.18: NOTICES
3.18.1: Any notices given by one party to the other pursuant to this contract shall be sent to the other party by post or by Fax or Email and confirmed in writing to the other party’s address specified in the SCC.

3.18.2: A notice shall be effective when delivered or on the notices effective date, whichever is later.
SECTION IV: SPECIAL CONDITIONS OF CONTRACT

KENYATTA UNIVERSITY MEDICAL INSURANCE COVER – 2019-2020

Notes on Special Conditions of Contract

1. The clauses in this section are intended to assist Kenyatta University in providing contract-specific information in relation to corresponding clauses in the General Conditions of Contract.

2. The provisions of Section IV complement the General Conditions of Contract included in Section III, specifying contractual requirements linked to the special circumstances of Kenyatta University and the insurance cover required. In preparing Section IV, the following aspects should be taken into consideration.

   (a) Information that complement provisions of Section III must be incorporated; and

   (b) Amendments and/or supplements to provisions of Section III, as necessitated by the circumstances of the specific insurance cover required must also be incorporated.

3. Where there is a conflict between the provisions of the special conditions of contract and the provisions of the general conditions of contract, the provisions of the special conditions of contract shall prevail over the provisions of the general conditions of contract.

4. Any clause to be included in this section must be consistent with the applicable public procurement law and regulations.

BACK GROUND

That Kenyatta University offers Medical services to its members of staff and their legible dependants. That it engages an insurance firm to cover members of staff in grade I and above as per the medical details below.

The medical service provider will be expected to provide an improved scheme that entails benefits which ensure members of staff and their legible dependants receive quality health care.

PARTICULARS OF COVER

Kenyatta University provides enhanced family cover based on the principle of (M+5) i.e one principal member, a spouse and one up to four children.

(a) Expectations

Quality medical services
(i) Every eligible member will have a plan that includes comprehensive and enhanced health care benefit
(ii) Avoid denials of care based on agreed conditions, race or gender.
(iii) Eliminate payments for preventive care and out of pocket expenses to protect every University staff from bankruptcy.
(iv) Manage the covers’ cost to avoid unnecessary extra costs billed as “preventive care and out of pocket expenses”

Increasing Choice and Competitiveness
(i) That the insurance will create competition based quality and price that lead to better coverage and care.

Improving quality care for every Kenyatta University members of staff and their dependants
(i) The insurer is expected to run preventive programmes.
(ii) Guarantee that all staff will have health care coverage that include dental, hearing and that visual benefits will result in improved wellbeing health, productivity at work for all.
(iii) Provides better preventive and wellness care. Every health care plan offered through the insurance and by University after grace period will cover preventive care at no cost to the patient.

Ensure Shared Responsibility
(i) All individuals will generally be required to get coverage through the insurance and National Health Insurance Fund (NHIF) contribution.

Protecting staff from waste and abuse
(i) That insurance should provide transparency in plans in the health exchange so that the consumers have clear complete information in plain English needed to select the plan that best meet their needs.
(ii) Simplified paper work and other administrative burdens.
(iii) No body to be denied health services because of pre-existing conditions.

DETAILS OF THE COVER

(a) The bidders must provide;
1. Full details of what the cover provides.
2. All the eligible expenses included in the inpatient/outpatient cover.
3. Dependant’s eligibility.
4. All bidders are required to provide information on the following -:
   • Funeral cover/last expense and free cover limit of any.
   • Maternity
   • Evacuation

(b) Coverage
That tender is required to provide the following
i. Full details of towns where the medical provider, HMO or insurance Company is represented.
ii. The appointed Hospitals, Clinics and Doctors all over the country who can be accessed by employees and their dependants.
iii. Full details of medical cover outside Kenya and exclusions that are applicable.
This is taking into consideration that employee’s family do not necessarily stay with the employee, some may be staying up country and Kenyatta University member of staff may travel out of the country on official duties.

**CASE MANAGEMENT**

Give a detailed report on how the covers will be administered. Give analysis on how the service provider intends to address the following issues of procedures
a) Admission of members in to the cover.
b) Procedure to be followed for the over sea cover.
c) Procedure to be followed to procure last expenses if any (in your package).
d) Procedure to be followed to cover maternity cases.
e) Give details of the Claims settlements turnaround time. Note that time indicated will be used to review the performance of the tender and the underwriter for any future of contract.
h) Bidders should provide documentary prove that they are financially sound.

**Scope of services**

The medical scheme will be expected to provide:
(a) Inpatient services:
(b) Outpatient services
(c) Service Providers

The medical service Provider (s) identified should have an extensive and reputable network of Hospitals, Clinics, Pharmacies and Laboratories within easy reach of the Kenyatta University staff and their dependants.

(d) Out Station

Once in a while Kenyatta University staff may be required to perform their duties out of their working stations or travel within the country or overseas to attend to official duties. Provision of such cases should be in the proposal.

**Minimum details to be contained in the bid:**

Bidders must demonstrate that they have the knowledge and experience in the provision of medical services.

The bids should comprise medical scheme proposal (s) indicating the benefit and associated costs of inpatient.

The medical scheme proposal should include:
- The bidder’s service provider’s profile, demonstrating relevant experience. This include references of at least 5 (five) key clients (of similar population).
- Details of the scheme including network of providers.
- The team in charge of the medical scheme and special conditions attached to the scheme.
### SECTION IV: SPECIAL CONDITIONS OF CONTRACT AS RELATES TO THE GENERAL CONDITIONS OF CONTRACT

<table>
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<th>Reference of general conditions of contract</th>
<th>Special condition of contract</th>
</tr>
</thead>
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<td>3.6 Performance security</td>
<td>10% of the total sum of contract</td>
</tr>
<tr>
<td>3.7 Delivery of Services</td>
<td>As per the Tender requirements</td>
</tr>
<tr>
<td>3.16 Applicable law</td>
<td>The Laws of Kenya</td>
</tr>
<tr>
<td>3.18 Notices</td>
<td>Kenyatta University</td>
</tr>
<tr>
<td></td>
<td>P.O. Box 43844 – 00100 GPO NAIROBI</td>
</tr>
<tr>
<td></td>
<td>TELEPHONE: 0712415640/020083245</td>
</tr>
<tr>
<td></td>
<td>FAX: 811575</td>
</tr>
<tr>
<td></td>
<td>EMAIL: <a href="mailto:procurement@ku.ac.ke">procurement@ku.ac.ke</a></td>
</tr>
</tbody>
</table>
### SECTION V: SCHEDULE OF REQUIREMENTS AND PRICE SCHEDULE FOR:
1. COMPREHENSIVE MEDICAL INSURANCE COVER SERVICES 2019-2020

KENYATTA UNIVERSITY STAFF DATA AS PER JOB GROUP – AS AT 14/10/2019

<table>
<thead>
<tr>
<th>Grade (Job Group)</th>
<th>Population</th>
<th>Inpatient Limit (Kshs.)</th>
<th>Outpatient Limit (Kshs.)</th>
<th>Dental Expense (Kshs.)</th>
<th>Optical Expense (Kshs.)</th>
<th>Last Expense (Kshs.)</th>
<th>Premium per Person</th>
<th>Total Premium per Job Group</th>
</tr>
</thead>
<tbody>
<tr>
<td>Vice Chancellor</td>
<td>1</td>
<td>10,000,000</td>
<td>250,000</td>
<td>50,000</td>
<td>50,000</td>
<td>150,000</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Former Vice Chancellor</td>
<td>1</td>
<td>10,000,000</td>
<td>250,000</td>
<td>50,000</td>
<td>50,000</td>
<td>150,000</td>
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<td></td>
</tr>
<tr>
<td>Deputy Vice Chancellor</td>
<td>4</td>
<td>7,000,000</td>
<td>225,000</td>
<td>40,000</td>
<td>40,000</td>
<td>150,000</td>
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<tr>
<td>Registrars &amp; CFO</td>
<td>5</td>
<td>2,800,000</td>
<td>200,000</td>
<td>40,000</td>
<td>40,000</td>
<td>150,000</td>
<td></td>
<td></td>
</tr>
<tr>
<td>University Council Members</td>
<td>5</td>
<td>2,000,000</td>
<td>200,000</td>
<td>30,000</td>
<td>30,000</td>
<td>150,000</td>
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<tr>
<td>Professor</td>
<td>21</td>
<td>2,300,000</td>
<td>210,000</td>
<td>30,000 per family per year all grades A/B to Professor.</td>
<td>30,000 per family per year all grades A/B to Professor.</td>
<td>150,000 per person all grades A/B and above</td>
<td></td>
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<tr>
<td>Associate Professor</td>
<td>54</td>
<td>2,100,000</td>
<td>160,000</td>
<td>30,000 per family per year all grades A/B to Professor.</td>
<td>30,000 per family per year all grades A/B to Professor.</td>
<td>150,000 per person all grades A/B and above</td>
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<tr>
<td>Senior Lecturer</td>
<td>182</td>
<td>1,800,000</td>
<td>130,000</td>
<td>30,000 per family per year all grades A/B to Professor.</td>
<td>30,000 per family per year all grades A/B to Professor.</td>
<td>150,000 per person all grades A/B and above</td>
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<tr>
<td>Lecturer</td>
<td>566</td>
<td>1,500,000</td>
<td>112,000</td>
<td>30,000 per family per year all grades A/B to Professor.</td>
<td>30,000 per family per year all grades A/B to Professor.</td>
<td>150,000 per person all grades A/B and above</td>
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<tr>
<td>Assistant Lecturer</td>
<td>223</td>
<td>1,200,000</td>
<td>100,000</td>
<td>30,000 per family per year all grades A/B to Professor.</td>
<td>30,000 per family per year all grades A/B to Professor.</td>
<td>150,000 per person all grades A/B and above</td>
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<td>Tutorial Fellow</td>
<td>2</td>
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<td>210,000</td>
<td>30,000 per family per year all grades A/B to Professor.</td>
<td>30,000 per family per year all grades A/B to Professor.</td>
<td>150,000 per person all grades A/B and above</td>
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<td>Grade 15</td>
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<td>160,000</td>
<td>30,000 per family per year all grades A/B to Professor.</td>
<td>30,000 per family per year all grades A/B to Professor.</td>
<td>150,000 per person all grades A/B and above</td>
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<td>Grade 14</td>
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<td>130,000</td>
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<td>30,000 per family per year all grades A/B to Professor.</td>
<td>150,000 per person all grades A/B and above</td>
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<tr>
<td>Grade 13</td>
<td>37</td>
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<td>112,000</td>
<td>30,000 per family per year all grades A/B to Professor.</td>
<td>30,000 per family per year all grades A/B to Professor.</td>
<td>150,000 per person all grades A/B and above</td>
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<td>Grade 12</td>
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<td>100,000</td>
<td>30,000 per family per year all grades A/B to Professor.</td>
<td>30,000 per family per year all grades A/B to Professor.</td>
<td>150,000 per person all grades A/B and above</td>
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<td>Grade 11</td>
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<td>85,000</td>
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<td>30,000 per family per year all grades A/B to Professor.</td>
<td>150,000 per person all grades A/B and above</td>
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<tr>
<td>Grade E/F</td>
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<td>1,000,000</td>
<td>65,000</td>
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<td>30,000 per family per year all grades A/B to Professor.</td>
<td>150,000 per person all grades A/B and above</td>
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<tr>
<td>Grade C/D</td>
<td>535</td>
<td>1,000,000</td>
<td>55,000</td>
<td>30,000 per family per year all grades A/B to Professor.</td>
<td>30,000 per family per year all grades A/B to Professor.</td>
<td>150,000 per person all grades A/B and above</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Grade III/IV</td>
<td>550</td>
<td>200,000</td>
<td>41,250</td>
<td>30,000 per family per year all grades A/B to Professor.</td>
<td>30,000 per family per year all grades A/B to Professor.</td>
<td>150,000 per person all grades A/B and above</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Grade I/II</td>
<td>13</td>
<td>150,000</td>
<td>41,250</td>
<td>30,000 per family per year all grades A/B to Professor.</td>
<td>30,000 per family per year all grades A/B to Professor.</td>
<td>150,000 per person all grades A/B and above</td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td><strong>2948</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Total Premium</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
### 2. PREMIUM RATES FOR INPATIENT AND LAST EXPENSE

KENYATTA UNIVERSITY STAFF DATA AS PER JOB GROUP – AS AT 14/10/2019

<table>
<thead>
<tr>
<th>Grade (Job Group)</th>
<th>Population</th>
<th>Inpatient Limit (Kshs.)</th>
<th>Last Expense</th>
<th>Premium per person</th>
<th>Total premium per job group</th>
</tr>
</thead>
<tbody>
<tr>
<td>Vice Chancellor</td>
<td>1</td>
<td>10,000,000</td>
<td>150,000</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Former Vice Chancellor</td>
<td>1</td>
<td>10,000,000</td>
<td>150,000</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Deputy Vice Chancellors</td>
<td>4</td>
<td>7,000,000</td>
<td>150,000</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Registrars &amp; CFO</td>
<td>5</td>
<td>2,800,000</td>
<td>150,000</td>
<td></td>
<td></td>
</tr>
<tr>
<td>University Council Members</td>
<td>5</td>
<td>2,000,000</td>
<td>150,000</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Professor</td>
<td>21</td>
<td>2,300,000</td>
<td>150,000 per person all grades A/B and above</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Associate Professor</td>
<td>54</td>
<td>2,100,000</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Senior Lecturer</td>
<td>182</td>
<td>1,800,000</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Lecturer</td>
<td>566</td>
<td>1,500,000</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Assistant Lecturer</td>
<td>223</td>
<td>1,200,000</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Tutorial Fellow</td>
<td>1,200,000</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Grade 15</td>
<td>2</td>
<td>2,300,000</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Grade 14</td>
<td>9</td>
<td>2,100,000</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Grade 13</td>
<td>41</td>
<td>1,800,000</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Grade 12</td>
<td>37</td>
<td>1,500,000</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Grade 11</td>
<td>81</td>
<td>1,200,000</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Grade E/F</td>
<td>223</td>
<td>1,000,000</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Grade C/D</td>
<td>395</td>
<td>1,000,000</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Grade A/B</td>
<td>535</td>
<td>1,000,000</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Grade III/IV</td>
<td>550</td>
<td>200,000</td>
<td>100,000</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Grade I/II</td>
<td>13</td>
<td>150,000</td>
<td>100,000</td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td><strong>2948</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Total Premium</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

*: Premium is based on current number of staff members and the ceiling per family. Any additions of new members will be included at the contracted premium pro-rata the period of entry.

- Exit will also be invoiced less credit note of the unutilized premium from the date thereof.
- University Council Members have an outpatient cover of Ksh.200,000.00/= (two hundred thousand) per annum.

**NB:** The actual number of staff members and their dependents shall be provided by the university at the time of preparing the contract and the sum assured and the premium quoted shall be adjusted accordingly.
SECTION VI: STANDARD FORMS

Notes on the standard Forms

1. **Form of Tender** - The form of Tender must be completed by the tenderer and submitted with the tender documents. It must also be duly signed by duly authorized representatives of the tenderer.

2. **Contract Form** - The contract form shall not be completed by the tenderer at the time of submitting the tender. The contract form shall be completed after contract award and should incorporate the accepted contract price.

3. **Confidential Business Questionnaire Form** - This form must be completed by the tenderer and submitted with the tender documents.

4. **Tender Security Form** - When required by the tender document the tenderer shall provide the tender security either in the form included hereinafter or in another format acceptable to the procuring entity.

5. **Performance security Form** - The performance security form should not be completed by the tenderer at the time of tender preparation. Only the successful tenderer will be required to provide performance security in the form provided herein or in another form acceptable to the procuring entity.
1. TENDER FORM

Kenyatta University
P.O. Box 43844 – 00100 GPO
NAIROBI

Tender No: KU/TNDR/S/024/PMIC/2019

Tender Name: Restricted Tender for Provision of Medical Insurance Cover Services-Inpatient and outpatient cover

Gentlemen and/or Ladies:-

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

2. We undertake, if our Tender is accepted, to provide the Insurance Cover Services in accordance with the conditions of the tender.

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

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

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

Dated this ………………………………………………… day of…………………………………… 2019

…………………………………………………………………………………………………………………………

[Signature] [In the capacity of]

Duly authorized to sign tender for and on behalf of ………………………………………………….
2. CONTRACT FORM

THIS AGREEMENT made the……… day of……….. 2019……..Between……………….. [name of Procurement entity] of…………………. [country of Procurement entity] (hereinafter called “the Procuring entity”) of the one part and ……………………………[name of tenderer] of ……………….[city and country of tenderer] (hereinafter called “the tenderer”) of the other part:

WHEREAS Kenyatta University invited tenders for medical Insurance cover and has accepted a tender by the tenderer for the supply of the services in the sum of Ksh………………………………[contract price in words in figures] (hereinafter called “the Contract Price”).

NOW THIS AGREEMENT WITNESSTH AS FOLLOWS:-

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

2. The following documents shall be deemed to form and be read and construed as part of this Agreement, viz:
   i. the Tender Form and the Price Schedule submitted by the tenderer;
   ii. the Details of cover
   iii. the General Conditions of Contract
   iv. the Special Conditions of Contract

3. In consideration of the payments to be made by Kenyatta University to the tenderer as hereinafter mentioned, the tenderer hereby covenants with Kenyatta University to provide the GPA cover and to remedy defects therein in conformity in all respects with the provisions of the Contract.

4. Kenyatta University hereby covenants to pay the tenderer in consideration of the provision of the services and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the contract at the times and in the manner prescribed by the contract.

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

Signed, sealed, delivered by ……………………… the ………………………… (Kenyatta University)

Signed, sealed, delivered by ………………………… the …………………………… (for the tenderer) in the presence of ……………………………………….
3. CONFIDENTIAL BUSINESS QUESTIONNAIRE

You are requested to give the particular indicated in Part 1 and either Part 2(a), 2(b), or 2(c) Which ever applies to your type of business and part 3.

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

**Part 1: General:**

1.1: Business Name ………………………………………………………………………………………………………
1.2: Location of business premises ………………………………………………………………………………………
1.3: Plot No. …………………………………………………………………………………………………………………
1.4: Street/Road ……………………………………………………………………………………………………………
1.5: Postal Address ………………………………………………………………………………………………………
1.6: Office Tel. No. ………………………………………………………………………………………………………
1.7: Mobile:………………………………………………………………………………………………………………
1.8: Fax No:………………………………………………………………………………………………………………
1.9: Email Address:………………………………………………………………………………………………………
1.10: Nature of business:………………………………………………………………………………………………
1.11: Registration Certificate No. ………………………………………………………………………………………
1.12: Maximum value of business which you can handle at any one time Kshs. …………………
1.13: Name of your bankers ……………………………….. Branch ………………………………………

**Part 2(a) – Sole Proprietor:**

2a.1: Your name in full ………………………………………………. Age ………………………
2a.2: Nationality ………………………… Country of origin …………………………….
    Citizenship details………………………………

**Party 2(b) – Partnership**

2b.1: Give details of partners as follows
2b.2: Name | Nationality | Citizenship Details | Shares
--- | --- | --- | ---
1. | | | |
2. | | | |
3. | | | |
4. | | | |
5. | | | |

**Part 2(c) – Registered Company:**

2c.1: Private or public ……………………………………………………………………………………………………………………………

2c.2: State the nominal and issued capital of the company –

Nominal Kshs. …………………………Issued Kshs…………………………..

2c.3: Give details of all directors as follows

<table>
<thead>
<tr>
<th>Name</th>
<th>Nationality</th>
<th>Citizenship Details</th>
<th>Shares</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2.</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>3.</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>4.</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

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

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

**Part 3 – Eligibility Status**

3.1 Are you related to an Employee, Committee Member or Board Member of Kenyatta University? Yes……………… No:……………………

3.2: If answer in ‘3.1’ is YES give the relationship…………………………………………………………

3.3: Does an Employee, Committee Member, Board Member of Kenyatta University sit in the Board of Directors or Management of your Organisation Subsidiaries or Joint Ventures? Yes………. No………..

3.4: If answer in ‘3.3’ above is YES give details…………………………………………………………

3.5: Has your Organisation, Subsidiary Joint Venture or Sub-contractor been involved in the past directly or indirectly with a firm or any of it’s affiliates that have been engaged by Kenya Revenue Authority to provide consulting services for preparation of design, specifications and other documents to be used for procurement or the goods or services under this invitation? Yes……………… No:……………………
3.6: If answer in ‘3.5’ above is YES give details……………………………………………………………

...............................................................................................................................................................

3.7: Are you under a declaration of ineligibility for corrupt and fraudulent practices?
Yes………………… No……………………

3.8: If answer in ‘3.7’ above is YES give details……………………………………………………………

3.9: Have you offered or given anything of value to influence the procurement process?
Yes………………… No……………………

3.10: If answer in ‘3.9’ above is YES give details……………………………………………………………

    I DECLARE that the information given on this form is correct to the best of my knowledge and belief.

    Date:………………………… Signature of
    Candidate:………………………………………………

    If a Kenyan Citizen, indicate under “Citizenship Details” whether by Birth, Naturalization or registration.
4. TENDER SECURITY FORM

Whereas …………………………………….(hereinafter called <the tenderer> has submitted its bid

[name of Bidder]

dated ………………………….for the provision of comprehensive medical insurance services

(date of submission of bid)

(hereinafter called <the tenderer> has submitted its bid

KNOW ALL PEOPLE by these presents that WE …………………

of………………………….having

(name of bank) [name of country]

our registered office at ……………………………. (hereinafter called <the procuring entity> in

[name of procuring entity]

the sum of Kshs……………………………… for which payment well and truly to be made to

[state the amount]

Kenyatta University, the Bank binds itself, its successors, and assigns by these presents. Sealed

with the Common Seal of the said Bank this ………………… day of …………………..2017…

THE CONDITIONS of this obligation are:-

1. If the tenderer withdraws its tender during the period of tender validity specified by

Kenyatta University on the Form; or

2. If the tender, having been notified of the acceptance of its tender by Kenyatta University

during the period of tender validity

fails or refuses to execute the Contract Form, if required; or

fails or refuses to furnish the performance security, in accordance with the Instructions to

tenders.

We undertake to pay to Kenyatta University up to the above amount upon receipt of its first written

demand, without The University having to substantiate its demand, provided that in its demand The

University will note that the amount claimed by it is due to it, owing to the occurrence of one or

both of the conditions, specifying the occurred condition(s)

This tender guarantee will remain in force up to and including thirty (30) days after the period of

tender validity, and any demand in respect thereof should reach the Bank not later than the above

stated date.

Signature:………………………………………………. Date:……………………………………

Official Stamp:………………………………………………
6. PERFORMANCE SECURITY FORM

Kenyatta University
P.O. Box 43844 – 00100 GPO
NAIROBI

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

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

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

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

This guarantee is valid until the _____________ day of _________________ 20 ___

Signature and seal of the Guarantors

……………………………………………………………………………………………………...

[Name of bank of financial institution]

……………………………………………………………………………………………………...

[Address]

……………………………………………………………………………………………………...

[Date]
7. OATHS AND STATUTORY DECLARATION FORM

PUBLIC OF KENYA OF KENYA


I,……………………. Of P.O Box……………………Being a resident of…………………… in the Republic of Kenya do hereby make oath and state as follows:-

1. **THAT** I am the Chief Executive/Managing Director/Principal Officer/Director of………………. (name of the Candidate) which is a Candidate in respect of Tender Number…………………… to supply goods, render services and/or carry out works for Kenyatta University and duly authorized and competent to make this Affidavit.

2. **THAT** the aforesaid Candidate has not been requested to pay any inducement to any member of the Board, Management, Staff and/or employees and/or agents of Kenyatta University, which is the procuring entity.

3. **THAT** the aforesaid Candidate, its servants and/or agents have not offered any inducement to any member of the Board, Management, Staff and/or employees and/or agents of Kenyatta University.

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

**SWORN** at……………………………. by the said

………………………………………………………………}

Name of chief Executive/Managing Director/}

Principal Officer/Director }

On this………………….. day of ……….. 20…..}

}
Before me

Commissioner for Oaths