

**REPUBLIC OF KENYA**



**KENYA MEDICAL PRACTITIONERS & DENTISTS BOARD**

**PRE-QUALIFICATION OF SUPPLIERS AND SERVICE  
PROVIDERS FOR FY 2018/2019**

**PROVISION OF MEDICAL INSURANCE COVER FOR STAFF**  
**(OPEN)**

**TENDER NUMBER: KMPDB/18/2018 – 2019**

**CLOSING DATE: MONDAY 27<sup>TH</sup> AUGUST, 2018**

**AT 2.00PM LOCAL TIME**

Kenya Medical Practitioners and Dentists Board,  
Woodlands Road, Off Lenana Road  
P.O. Box 44839-00100,  
Tel: 020-2728752 / 27 11478 / 2724994  
Mobile: +257 720771478 / +254 738 504 112  
Email: [info@kenyamedicalboard.org](mailto:info@kenyamedicalboard.org)  
Website: <http://www.medicalboard.co.ke>

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**SECTION I INVITATION TO TENDER**

**DATE:** 13<sup>TH</sup> AUGUST, 2018

**TENDER NO.:** KMPDB/18/2018 – 2019

**TENDER NAME:** PROVISION OF MEDICAL INSURANCE COVER FOR STAFF

- 1.1 KMPDB invites sealed tenders from eligible candidates for Provision of Medical Insurance Cover for Staff.
- 1.2 Interested eligible candidates may obtain further information from our website [www.medicalboard.co.ke](http://www.medicalboard.co.ke) or [www.mygov.go.ke](http://www.mygov.go.ke)
- 1.3 Prices quoted should be net inclusive of all taxes, and delivery costs, must be in Kenya Shillings and shall remain valid for sixty (60) days from the closing date of the tender.
- 1.4 Completed tender documents are to be enclosed in plain sealed envelopes, marked with the tender number and name and be deposited in the Tender Box at **KMPDB Complex** at the Reception on Ground Floor or be addressed to:

**Procurement Manager,  
Kenya Medical Practitioners & Dentists Board,  
P.O. Box 44839 – 00100,  
Nairobi**

So as to be received on or before **2.00pm, Monday 27<sup>th</sup> August, 2018**

**Note: Bidders are advised to fill in the tender register at the reception desk when dropping the tender documents and those sending via post office should send their details to [info@kenyamedicalboard.org](mailto:info@kenyamedicalboard.org)**

- 1.5 Tenders will be opened immediately thereafter in the presence of the candidate representatives who choose to attend, at the **Conference Centre on 3<sup>rd</sup> Floor.**

Procurement Manager  
**For: Chief Executive Officer**  
**Medical Practitioners & Dentists Board**

## **SECTION II**

## **INSTRUCTIONS TO TENDERERS**

### **2.1 Eligible Tenderers**

- 2.1.1 This Invitation for Tenders is open to all tenderers eligible as described in the Appendix to Instructions to Tenderers. Successful tenderers shall provide the services for the stipulated duration from the date of commencement (hereinafter referred to as the term) specified in the tender documents.
- 2.1.2 The Procuring entity's employees, committee members, board members and their relatives (spouse and children) are not eligible to participate in the tender unless where specially allowed under section 131 of the Act.
- 2.1.3 Tenderers shall provide the qualification information statement that the tenderer (including all members of a joint venture and subcontractors) is not associated, or have been associated in the past, directly or indirectly, with a firm or any of its affiliates which have been engaged by the Procuring entity 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 the procuring entity, will in no case be responsible or liable for those costs. Regardless of the conduct or outcome of the tendering process.
- 2.2.2 Tender documents will be downloaded from the website **Free of Charge**

### **2.3 Clarification of Tender Documents**

- 2.3.1 A Candidate making inquiries of the tender documents may notify the Procuring entity by post or by email at the procuring entity's address indicated in the Invitation for tenders. The Procuring entity 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 procuring entity. Written copies of the Procuring entities response (including an explanation of the query but without identifying the source of inquiry) will be sent to all candidates who have received the tender documents.
- 2.3.2 The procuring entity 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.
- 2.3.3 Preference where allowed in the evaluation of tenders shall not exceed 15%

## **2.4 Amendment of Tender Documents**

- 2.4.1 At any time prior to the deadline for submission of tenders, the Procuring entity, 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.
- 2.4.2 All prospective tenderers who have obtained the tender documents will be notified of the amendment by post or email and such amendment will be binding on them.
- 2.4.3 In order to allow prospective tenderers reasonable time in which to take the amendment into account in preparing their tenders, the Procuring entity, at its discretion, may extend the deadline for the submission of tenders.

## **2.5 Language of Tenders**

- 2.5.1 The tender prepared by the tenderer, as well as all correspondence and documents relating to the tender exchanged by the tenderer and the Procuring entity, 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.

## **2.6 Documents Comprising the Tender**

- 2.6.1 The tender prepared by the tenderer shall comprise the following components:
- (a) A Tender Form and a Price Schedule completed
  - (b) Documentary evidence established to show that the tenderer is eligible to tender and is qualified to perform the contract if its tender is accepted;
  - (c) Declaration Form.

## **2.7 Form of Tender**

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

## **2.8 Tender Prices**

- 2.8.1 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.
- 2.8.2 Prices indicated on the Price Schedule shall be the cost of the services quoted including all customs duties and VAT and other taxes payable.
- 2.8.3 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.

## **2.9 Tender Currencies**

2.9.1 Prices shall be quoted in Kenya Shillings

## **2.10 Tenderers Eligibility and Qualifications**

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

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

## **2.11 Validity of Tenders**

2.11.1 Tenders shall remain valid for sixty (60) days after date of tender opening. A tender valid for a shorter period shall be rejected by the Procuring entity as non-responsive.

2.11.2 In exceptional circumstances, the Procuring entity 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. A tenderer granting the request will not be required nor permitted to modify its tender.

## **2.12 Format and Signing of Tenders**

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

2.12.2 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.

2.12.3 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.

## **2.13 Sealing and Marking of Tenders**

2.13.1 The tenderer shall seal the original and the copy of the tender in separate envelopes, duly marking the envelopes as **"ORIGINAL TENDER"** and **"COPY OF TENDER"**. The envelopes shall then be sealed in an outer envelope.

2.13.2 The inner and outer envelopes shall:

- (a) Be addressed to the Procuring entity 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” 2.30pm, 27<sup>th</sup> August, 2018.**

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

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

## **2.14 Deadline for Submission of Tenders**

2.14.1 Tenders must be received by the Procuring entity at the address provided not later than **2.00pm, 27<sup>th</sup> August, 2018.**

2.14.2 The Procuring entity may, at its discretion, extend this deadline for the submission of tenders by amending the tender documents in which case all rights and obligations of the Procuring entity and candidates previously subject to the deadline will thereafter be subject to the deadline as extended.

2.14.3 Bulky tenders which will not fit the tender box shall be received by the procuring entity as provided for in the appendix.

## **2.15 Modification and Withdrawal of Tenders**

2.15.1 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 Procuring entity prior to the deadline prescribed for submission of tenders.

2.15.2 The tenderer’s modification or withdrawal notice shall be prepared, sealed, marked and dispatched. A withdrawal notice may also be sent by post or email but followed by a signed confirmation copy, postmarked no later than the deadline for submission of tenders.

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

2.15.4 No tender may be withdrawn in the interval between the deadline for submission of tenders and the expiration of the period of tender validity.

## **2.16 Opening of Tenders**

2.16.1 The Procuring entity will open all tenders in the presence of tenderers’ representatives who choose to attend, at **2.30pm, 27<sup>th</sup> August 2018 at the Conference Centre on 3<sup>rd</sup> floor.** The tenderers’ representatives who are present shall sign a register evidencing their attendance.

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

2.16.3 The Procuring entity 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.

## **2.17 Clarification of Tenders**

2.17.1 To assist in the examination, evaluation and comparison of tenders the Procuring entity 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.

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

## **2.18 Preliminary Examination and Responsiveness**

2.18.1 The Procuring entity 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.

2.18.2 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

2.18.3 The Procuring entity 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.

2.18.4 Prior to the detailed evaluation, the Procuring entity 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 the Procuring entity's determination of a tender's responsiveness is to be based on the contents of the tender itself without recourse to extrinsic evidence.

2.18.5 If a tender is not substantially responsive, it will be rejected by the procuring entity and may not subsequently be made responsive by the tenderer by correction of the nonconformity.

## **2.19 Conversion to single currency**

2.19.1 Where other currencies are used, the Procuring entity 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.



## **2.20 Evaluation and Comparison of Tenders**

2.20.1 The Procuring entity will evaluate and compare the tenders which have been determined to be substantially responsive.

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

## **2.21 Contacting the Procuring entity**

2.21.1 No tenderer shall contact the Procuring entity on any matter relating to its tender, from the time of the tender opening to the time the contract is awarded.

2.21.2 Any effort by a tenderer to influence the Procuring entity in its decisions on tender evaluation, tender comparison, or contract award may result in the rejection of the Tenderers' tender.

## **2.22 Post-qualification**

2.22.1 The Procuring entity 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.

2.22.2 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, as well as such other information as the Procuring entity deems necessary and appropriate

2.22.3 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 the Procuring entity will proceed to the next lowest evaluated tender to make a similar determination of that Tenderer's capabilities to perform satisfactorily.

## **2.23 Award Criteria**

2.23.1 The Procuring entity 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.

2.23.2 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.

## **2.24 Procuring entity's Right to accept or Reject any or all Tenders**

- 2.24.1 The Procuring entity reserves the right to accept or reject any tender, and to annul the tendering process and reject all tenders at any time prior to contract award, without thereby incurring any liability to the affected tenderer or tenderers or any obligation to inform the affected tenderer or tenderers of the grounds for the Procuring entity's action. If the Procuring entity determines that none of the tenders is responsive, the Procuring entity shall notify each tenderer who submitted a tender.
- 2.24.2 The procuring entity 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.
- 2.24.3 A tenderer who gives false information in the tender document about its qualification or who refuses to enter into a contract after notification of contract award shall be considered for debarment from participating in future public procurement.

## **2.25 Notification of Award**

- 2.25.1 Prior to the expiration of the period of tender validity, the Procuring entity will notify the successful tenderer in writing that its tender has been accepted.
- 2.25.2 The notification of award will signify the formation of the contract subject to the signing of the contract between the tenderer and the procuring entity. Simultaneously the other tenderers shall be notified that their tenders were not successful.
- 2.25.3 Upon the successful Tenderer's furnishing of the performance security. The Procuring entity will promptly notify each unsuccessful Tenderer

## **2.26 Signing of Contract**

- 2.26.1 At the same time as the Procuring entity notifies the successful tenderer that its tender has been accepted, the Procuring entity will simultaneously inform the other tenderers that their tenders have not been successful.
- 2.26.2 Within fourteen (14) days of receipt of the Contract Form, the successful tenderer shall sign and date the contract and return it to the Procuring entity.
- 2.26.3 The contract will be definitive upon its signature by the two parties.
- 2.26.4 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.

## **2.27 Corrupt or Fraudulent Practices**

- 2.27.1 The Procuring entity 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.

- 2.27.2 The Procuring entity 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
- 2.27.3 Further a tenderer who is found to have indulged in corrupt or fraudulent practices risks being debarred from participating in public Procurement in Kenya.

## APPENDIX TO INSTRUCTIONS TO TENDERERS

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

Instruction to tender reference	Particulars of Appendix to instructions to tenderers
2.1	Particulars of eligible: <b>Underwriters Only</b>
2.2.2	Price to be charged for tender documents: <b>The downloaded document will not be charged</b>
2.9	Particulars of other currencies allowed: <b>None</b>
2.10	Particulars of eligibility and qualification documents of evidence required: <b>i. Certificate of Registration/Incorporation ii. Certificate of Valid Tax Compliance Certificate iii. License for the Year 2018 from the Insurance Regulatory Authority iv. Membership Certificate from the Association of Kenya Insurance (AKI)</b>
2.11	Validity of tenders: <b>Tenders shall remain valid for 60 days after date of tender opening date</b>
2.14.3	Bulky tenders which do not fit in the tender box shall be delivered to the Procurement Unit: On 3 <sup>rd</sup> Floor KMPDB Complex

2.18.1	<p>Tenderers are required to submit copies of the following <b>MANDATORY DOCUMENTS</b> which will be used during Examination to determine responsiveness:</p> <ul style="list-style-type: none"> <li><b>(i) Copy of Certificate of Registration/Incorporation</b></li> <li><b>(ii) Copy of Valid tax Compliance Certificate</b></li> <li><b>(iii) Must fill the price schedule in the format provided</b></li> <li><b>(iv) Must submit a duly filled up Confidential Business Questionnaire in the format provided</b></li> <li><b>(v) Must be registered with the Insurance Regulatory Authority for 2018 and a copy of the current license be submitted</b></li> <li><b>(vi) Must have been in existence for the last five (5) years</b></li> <li><b>(vii) Must provide a copy of certified membership certificate as a current member of the Association of Kenya Insurers (AKI)</b></li> </ul> <p>At this stage, the tenderer's submission will either be responsive or non-responsive. The non-responsive submissions will be eliminated from the entire evaluation process and will not be considered further</p>
2.22	<p>Particulars of post-qualification:</p> <p><b>KMPDB may inspect the premises</b></p>
2.23	<p>Award Criteria:</p> <p><b>Award will be made to the lowest among the tenderers who will attain the minimum qualifying mark.</b></p>
2.27	<p>Particulars of performance security if applicable:</p> <p><b>N/A</b></p>

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

### **3.1      Definitions**

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

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

### **3.2      Application**

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

### **3.3      Standards**

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

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

3.4.1      The Contractor shall not, without the Procuring entity’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 Procuring entity in connection therewith, to any person other than a person employed by the contractor in the performance of the Contract.

3.4.2      The Contractor shall not, without the Procuring entity’s prior written consent, make use of any document or information enumerated in paragraph 2.4.1 above.

3.4.3 Any document, other than the Contract itself, enumerated in paragraph 2.4.1 shall remain the property of the Procuring entity and shall be returned (all copies) to the Procuring entity on completion of the contract's or performance under the Contract if so required by the Procuring entity.

### **3.5 Patent Rights**

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

### **3.6 Performance Security**

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

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

3.6.3 The performance security will be discharged by the Procuring entity 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 the procuring entity in the schedule of requirements and the special conditions of contract.

### **3.8 Payment**

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

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

### **3.9 Prices**

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

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

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

3.9.4 Price variation requests shall be processed by the procuring entity within 30 days of receiving the request.

### **3.10 Assignment**

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

### **3.11 Termination for Default**

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

(a) If the Contractor fails to provide any or all of the services within the period(s) specified in the Contract, or within any extension thereof granted by the Procuring entity.

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

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

3.11.2 In the event the Procuring entity 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 the Procuring entity for any excess costs for such similar services. However the contractor shall continue performance of the contract to extent not terminated.

### **3.12 Termination for Insolvency**

3.12.1 The Procuring entity 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 procuring entity.

### **3.13 Termination for Convenience**

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



3.13.2 For the remaining part of the contract after termination the procuring entity may elect to cancel the services and pay to the contractor an agreed amount for partially completed services.

### **3.14 Resolution of Disputes**

3.14.1 The procuring entity 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

## SECTION IV SPECIAL CONDITIONS OF CONTRACT

### EVALUATION CRITERIA

#### 4.1 MANDATORY CONDITIONS FOR ALL BIDDERS

	<b>Mandatory Requirement</b>	<b>Yes/No</b>
I	Valid Business Registration/Incorporation Certificate	
II	Valid Tax Compliance Certificate	
III	Valid PIN Certificate	
IV	Practicing Insurance License for the current year (2018) by Insurance Regulatory Authority	
V	Audited accounts and auditor's report for the last two (2) years signed and stamped by a practicing Certified Public Accountant CPA (K)	
VI	Single Business Permit for the current year 2018	
VII	Bank statements for the last 2 years	
VIII	Dully filled, signed and stamped confidential questionnaire	
IX	Dully filled, signed and stamped declaration form	
X	Tender documents must be serialized/numbered	

*Note: The Tenderers who do not submit any of the above documents shall be declared non responsive and thus disqualified from further analysis*

#### 4.2 TECHNICAL EVALUATION

	<b>Evaluation Criteria</b>	<b>Weighing Score</b>	<b>Max. Score</b>
I	Experience in works of similar nature. Attach a detailed list of corporate client where you have been providing services five (5) years and the total clients' premium in the previous year. Provide LSOs, reference letters/successful completed contracts or on-going contracts from clients	5 and above clients – 35 Marks Others prorated at: $\frac{\text{No. of clients} \times 35}{5}$	35
II	Number of years in business relevant to the tender applied for	5 years & above: 15 marks Others prorated at: $\frac{\text{No. of years} \times 15}{5}$	15

III	List of personnel in employment proposed to be dedicated for the required service provision: <ul style="list-style-type: none"> <li>• Management personnel - provide a signed CV for person dedicated for the service delivery.</li> <li>• Other supportive staff; personnel proposed to be working with the proposed.</li> </ul>	Three (3) CVs and above: 15 Marks One (1) CV : 5 Marks None: 0 Marks	20
		Four (4) and above: 20 Marks Three (3) and below : 10 Marks The category should be supported by a list of employees indicating their employment status ie permanent or others).	20
IV	Document conformity/neatness and well arranged	10 Marks	10
<b>Total Score</b>			<b>100</b>

*Note: Bidders that score 60% and above under Technical evaluation will be subjected to Financial Evaluation*

### 4.3 FINANCIAL EVALUATION

Financial capability will be determined by latest financial statements submitted, as well as letters of reference from the bankers regarding the service provider's credit position.

	<b>Requirement</b>	<b>Score</b>
I	Audited Accounts for the past 2 years	15
II	General financial trends for the past 2 years	15
III	Certified Bank Statements for the past 2 years	10
	<b>Total Score</b>	<b>40</b>

*NOTE: Bidders are expected to score at least 30% under Financial Evaluation.*

*Only bidders who will obtain 90% and above as pass mark shall be considered successful*

*Tenderers are advised to comply with these requirements as failure may lead to automatic disqualification.*

## SECTION V SCHEDULE OF REQUIREMENTS

Bidders are supposed to quote against the under listed options and provide the requested information which will form part of evaluation of tender.

	Item Description	Yes	No
I	Medical identification smart cards one month on commencement of cover		
II	Scheme information booklets on scheme rules and entitlement with full disclosure of all exclusions		
III	Must provide for countrywide access to medical health providers up to sub county level (attach list)		
IV	Equal Access to all listed Medical Services/Consultants upon production of medical photo cards		
V	Turnaround time for processing reimbursement (ensure you indicate turnaround time).		
VI	Must have credit facilities with major service providers		
VII	Must attach a list of all exclusions when submitting the tender documents		

### A. Information on KMPDB population

Category A	Category B	Category C	Category D	Total
1	9	28	12	50

N/B: The specific details of employees will be given to the winning bidder

#### i. a) Maternity Cover

Within the inpatient scheme, maternity is to be covered up to Kshs. Two Hundred thousand (200,000/=) for normal delivery and for caesarean delivery. This cover includes but not limited to Pre-natal and Post-natal cases and any other pregnancy related within the in-patient cover. For clarity and avoidance of doubt, ALL other pregnancy related cases shall not be treated as exclusions BUT will be covered within the limits of inpatient cover.

#### b) Chronic illness Cover

The cover for chronic illness, congenital defects, pre-existing conditions and HIV/AIDS to be provided

NB: Pre-existing conditions shall include but not limited to Diabetes, Asthma, and High Blood Pressure etc

#### ii. Special Clauses

- No waiting period. The scheme takes effect immediately after signing the contract.

- Member upper age limit of 60 years or more where there is extension of contract, including spouse but 65 years for people with disability.
- Children up to 18 years. Those above 18 years up-to and 25 years are covered if attending school or college or proof of total dependence on parents.
- There will be no exclusions for the medical component except as provided below:
  - Intentional Cosmetic Surgery or beauty massages treatment
  - Intentional self-injury, suicide or attempted suicide, intoxication and drunkenness
  - Treatment by Acupuncturists and Herbalists not recognized by the government

**iii. In-patient and Out-patient Medical Scheme**

The Medical scheme to cover **50** members and is to cater for member, spouse and **4** children with limits per family as provided below. Bidders are requested to bid based on the cover limits as shown below;-

Category	No. of Employees	Cover Limit In-patient	Cover Limit Out-patient	Dental	Optical	Last Expense
Category A	1	4,000,000	300,000	50,000	40,000	500,000
Category B	9	3,500,000	250,000	50,000	40,000	300,000
Category C	28	2,500,000	250,000	50,000	40,000	250,000
Category D	12	2,000,000	200,000	50,000	40,000	250,000

**iv. Price Schedule**

<b>Insured</b>	Medical Practitioners & Dentists Board
<b>Class of Policy/Risk</b>	Medical Insurance Cover
<b>Cover Details</b>	Period to run for 1 Year 2018/2019 (commencing after signing of contract)
<b>Annual Premium</b>	Ksh: .....
<b>Recommended underwriters</b>	.....

## SECTION VI

## STANDARD FORMS

### Notes on the standard Forms

a. **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.

b. **Price Schedule Form**

The price schedule form must similarly be completed and submitted with the tender

c. **Confidential Business Questionnaire Form -**

This form must be completed by the tenderer and submitted with the tender documents.

d. **Contract Form**

The contract form shall **NOT** be completed by the tenderer at the time of submitting the tender. The contract form shall be completed after contract award and should incorporate the accepted contract price.

5. **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.

6. **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.

**FORM OF TENDER**

To: .....

.....

Date: .....

Tender Name: .....

Tender No.: .....

Gentlemen and/or Ladies:-

1. Having examined the Tender documents the receipt of which is hereby duly acknowledged, we the undersigned, offer to provide Insurance Services under this tender in conformity with the said Tender document for the sum of .....  
.....[Total Tender amount in words and figures]  
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 ..... 2018

.....

[Signature]

[In the capacity of]

Duly authorized to sign tender for and on behalf of: .....

**PRICE SCHEDULE**

ITEM NO.	DESCRIPTION OF INSURANCE COVER	TOTAL PREMIUM (KSHS.)
1.		
2.		
3.		
4.		
5.		
6.		



## CONFIDENTIAL BUSINESS QUESTIONNAIRE

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

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

### Part 1: General:

Business Name .....

Location of Business Premises .....

Plot No. .... Street/Road .....

Postal Address ..... Telephone: .....

Mobile 1: ..... Mobile 2: .....

Email .....

Nature of business .....

Registration Certificate No.: .....

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

.....

Name of your Bankers .....

Branch .....

### Part 2(a) – Sole Proprietor:

Your Name in Full ..... Age .....

Nationality .....

Citizenship Details.....

### Party 2(b) – Partnership

Give details of partners as follows:

No	Name	Nationality	Shares
1.			
2.			
3.			
4.			
5.			
6.			

**Part 2(c) – Registered Company:**

Private or Public .....

State the nominal and issued capital of the company –

Nominal Kshs.. .....

Issued Kshs.....

Give details of all directors as follows:

No	Name	Nationality	Shares
1.			
2.			
3.			
4.			
5.			
6.			

Date: .....

Signature of Tenderer: .....

**DECLARATION FORM**

Date: .....

To: .....  
.....

The Tenderer ..... of physical address ..... Declare the following:

- i. Has not been debarred from participating in Public Procurement
- ii. Has not been involved in and will not be involved in corrupt and fraudulent practices regarding Public Procurement.

Title: .....

Signature Date: .....

Date: .....

(To be signed by authorized representative and officially stamped)

**CONTRACT FORM**

THIS AGREEMENT made the.....Day of.....2018  
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 the Procuring entity invited tenders for the GPA cover and has accepted a  
tender by the tenderer for the supply of the services in the sum of  
.....  
[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:
  - (a) the Tender Form and the Price Schedule submitted by the tenderer;
  - (b) the Schedule of Requirements
  - (c) the Details of cover
  - (d) the General Conditions of Contract
  - (e) the Special Conditions of Contract; and
  - (f) the Procuring entity’s Notification of Award
3. In consideration of the payments to be made by the Procuring entity to the tenderer as hereinafter mentioned, the tenderer hereby covenants with the Procuring entity to provide the GPA cover and to remedy defects therein in conformity in all respects with the provisions of the Contract.
4. The Procuring entity hereby covenants to pay the tenderer in consideration of the provision of the services and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the contract at the times and in the manner prescribed by the contract.

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

Signed, sealed, delivered by ..... the ..... (For the Procuring entity)

Signed, sealed, delivered by ..... the ..... (For the tenderer) in the

presence of .....

**LETTER OF NOTIFICATION OF AWARD**

Address of Procuring Entity

.....  
.....

To: .....

.....

RE: Tender No.: .....

Tender Name: .....

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

.....  
.....

1. Please acknowledge receipt of this letter of notification signifying your acceptance.
2. The contract/contracts shall be signed by the parties within thirty (30) days of the date of this letter but not earlier than fourteen (14) days from the date of the letter.
3. You may contact the officer(s) whose particulars appear below on the subject matter of this letter of notification of award.

(Full particulars) .....

.....

SIGNED FOR ACCOUNTING OFFICER

**PERFORMANCE SECURITY FORM**

To: .....  
.....

WHEREAS ..... [Name of tenderer]  
(Hereinafter called “the tenderer”) has undertaken, in pursuance of Contract No.:  
..... [Reference number of the contract] dated ..... 2018 to  
provide.....  
[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 .....  
2018.

Signature and seal of the Guarantors

.....  
[Name of bank of financial institution]

.....  
[Address]

.....  
[Date]

*(Amend accordingly if provided by Insurance Company)*

**FORM RB 1**

**REPUBLIC OF KENYA**

**PUBLIC PROCUREMENT ADMINISTRATIVE REVIEW BOARD**

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

BETWEEN

.....APPLICANT

AND

.....RESPONDENT (*Procuring Entity*)

Request for review of the decision of the.....

(*Name of the Procuring Entity*) of .....dated the.....day of .....20.....in

the matter of Tender No: .....of .....20.....

**REQUEST FOR REVIEW**

I/We....., the above named Applicant(s), of address:

Physical address.....Fax No.....Tel. ....

Email: .....

Hereby requests the Public Procurement Administrative Review Board to review the whole/part of the above mentioned decision on the following grounds, namely:-

- 1.
- 2.

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

- 1.
- 2.

SIGNED .....(Applicant)

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

**FOR OFFICIAL USE ONLY**

Lodged with the Secretary Public Procurement Administrative Review Board on ..... day of .....20.....

SIGNED

**Board Secretary**