



KENYA MEDICAL TRAINING COLLEGE

TENDER DOCUMENT

FOR

PROVISION OF GENERAL INSURANCE

BROKERAGE SERVICES.

TENDER NO. KMTC/12/2020-2021

CLOSING Wednesday 19th May 2021 at 10:00 AM

**KMTC HEADQUARTERS,
ADMINISTRATION BLOCK
P.O. BOX 30195 – 00100**

NAIROBI, KENYA.

E-mail: info@kmtc.ac.ke

Website: www.kmtc.ac.ke

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SECTION I INVITATION TO TENDER.

4th May, 2021

**TENDER NO. KMTC/12/2020-2021- PROVISION OF GENERAL INSURANCE
BROKERAGE SERVICES.**

The Kenya Medical Training College (KMTC) invites sealed tenders from eligible candidates for the Provision of General Insurance Brokerage Services. The contract will be for a period of 2 (two) years' subject to Performance review under the contractual obligations.

The Tender document may be viewed and downloaded from the Kenya Medical Training College website: www.kmtc.ac.ke or <http://tenders.go.ke> for free.

Prices quoted should be net inclusive of all taxes, must be in Kenya Shillings and should remain valid for 120 days.

Completed tender documents are to be enclosed in plain sealed envelopes, marked with the tender number and be deposited in the **Tender Box** provided at The Kenya Medical Training College, Headquarters administration block, **located along Old Mbagathi Way, Nairobi, Kenya** addressed to:

**The Chief Executive Officer
Kenya Medical Training College,
P. O. Box 30195 -00100,
NAIROBI.**

To be received on or before **Wednesday, 19th May 2021 at 10:00 AM.**

Tenders must be accompanied by an Original Tender Security of **Kshs. 1,500,000** (*One Million five hundred Thousand shillings*) in form of a guarantee from a reputable bank or an insurance company approved by Insurance Regulatory Authority (IRA).

Tenders will be opened immediately thereafter in the presence of the tenderers representatives who choose to attend the opening at the Old Graduation Square, Kenya Medical Training College Headquarters, Old Ngong Road

**CHIEF EXECUTIVE OFFICER
KENYA MEDICAL TRAINING COLLEGE**

SECTION II - INSTRUCTIONS TO TENDERERS

2.1 Eligible tenderers

- 2.1.1. This Invitation to tender is open to Insurance Brokerage Firms as described in the 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. KMTC employees, committee members, board directors and their relatives (spouse and children) are not eligible to participate.
- 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 KMTC 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 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 KMTC, will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the tendering process.
- 2.2.2. KMTC shall allow the tenderer to review the tender document free of charge from the website.

2.3 Contents of tender documents

- 2.3.1. The tender document comprises of the documents listed below and addenda issued in accordance with clause 5 of these instructions to tenders
 - i) Instructions to tenderers
 - ii) General Conditions of Contract
 - iii) Special Conditions of Contract
 - iv) Schedule of Requirements
 - v) Details of service
 - vi) Form of tender
 - vii) Price schedules
 - viii) Contract form
 - ix) Confidential business questionnaire form
 - x) Performance security form
- 2.3.2. The Tenderer is expected to examine all instructions, forms, terms, and specifications 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 Documents

- 2.4.1. A prospective candidate making inquiries of the tender document may notify KMTC in writing or by post or email at the entity's address indicated in the Invitation for tenders. KMTC will respond in writing to any request for clarification of the tender documents, which it receives no later than Five (5) days prior to the deadline for the submission of tenders, prescribed by KMTC. Written copies of KMTC response (including an explanation of the query but without identifying the source of inquiry) will be sent to all prospective tenderers who have received the tender documents”
- 2.4.2. KMTC shall reply to any clarifications sought by the tenderer within 2 days of receiving the request to enable the tenderer make timely submission of its tender

2.5 Amendment of documents

- 2.5.1. At any time prior to the deadline for submission of tenders KMTC, for any reason, whether at its own initiative or in response to a clarification requested by a prospective tenderer, may modify the tender documents by issuing an addendum.
- 2.5.2. All prospective tenderers who have obtained the tender documents will be notified of the amendment by post 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, KMTC at its discretion, may extend the deadline for the submission of tenders.

2.6 Language of tender

- 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 KMTC, 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

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 Clause 2.11 that the tenderer is eligible to Tender and is qualified to perform the contract if its tender is accepted;
- (c) Tender security furnished is in accordance with Clause 2.12
- (d) Confidential business questionnaire

2.8 Form of Tender

- 2.8.1 The tenderers shall complete the Form of Tender and the appropriate Price Schedule furnished in the tender documents, indicating the services to be performed.

2.9 Tender Prices

- 2.9.1 The tenderer shall indicate on the Price schedule the unit prices where applicable and total tender prices 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 2.22.
- 2.9.4 Contract price variations shall not be allowed for contracts not exceeding one year (12 months)

2.10 Tender Currencies

- 2.10.1 Prices shall be quoted in Kenya Shillings unless otherwise specified in the appendix to in Instructions to Tenderers

2.11 Tenderers Eligibility and Qualifications.

- 2.11.1 Pursuant to Clause 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 its tender is accepted.
- 2.11.2 The documentary evidence of the tenderers qualifications to perform the contract if its tender is accepted shall establish to KMTC satisfaction that the tenderer has the financial and technical capability necessary to perform the contract.

2.12 Tender Security

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

2.12.2 The tender security shall be in the amount not exceeding 2 per cent of the tender price.

2.12.3 The tender security is required to protect KMTC against the risk of Tenderers' conduct which would warrant the security's forfeiture, pursuant to paragraph 2.12.7

2.12.4 The tender security shall be denominated in a Kenya Shillings or in another freely convertible currency and shall be in the form of:

a) A bank guarantee.

or

b) Such insurance guarantee approved by the Authority.

2.12.5 Any tender not secured in accordance with paragraph 2.12.1 and 2.12.3 will be rejected by KMTC as non-responsive, pursuant to paragraph 2.20

2.12.6 Unsuccessful tenderers' security will be discharged or returned as promptly as possible as but not later than thirty (30) days after the expiration of the period of tender validity prescribed by KMTC.

2.12.7 The successful tenderers' tender security will be discharged upon the tenderer signing the contract, pursuant to paragraph 2.26, and furnishing the performance security, pursuant to paragraph 2.37.

2.12.8 The tender security may be forfeited:

(a) If a tenderer **withdraws** its tender **during** the period of tender validity specified by KMTC on the Tender Form; or

(b) In the case of a successful tenderer, *if* the tenderer fails:

(i) To sign the contract in accordance with paragraph 2.26.

or

(ii) To furnish performance security in accordance with paragraph 2.27.

(c) If the tenderer rejects, correction of an error in the tender.

2.13 Validity of Tenders

2.13.1 Tenders shall remain valid for **120 days** or as specified in the invitation to tender after date of tender opening prescribed by KMTC, pursuant to paragraph 2.18. A tender valid for a shorter period shall be rejected by KMTC as nonresponsive.

2.13.2 In exceptional circumstances, KMTC 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 may refuse the request without forfeiting its tender security. A tenderer granting the request will not be required nor permitted to modify its tender.

2.14 Format and Signing of Tender

2.14.1 The tenderer shall prepare Original and a Copy of the Tender, clearly marked as appropriate.

2.14.2 The original 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 unamended printed literature, shall be initialed by the person or persons signing the tender.

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

2.15 Sealing and Marking of Tenders

2.15.1 The tenderer shall seal the original of the tender in an envelope, duly marking the envelope as “ORIGINAL” The envelope shall:

- (a) Be addressed to KMTC 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 Wednesday 19th May 2021 at 10:00 AM.**

2.15.2 The envelope 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 envelope is not sealed and marked as required by paragraph 2.15.1, KMTC will assume no responsibility for the tender’s misplacement or premature opening.

2.16 Deadline for Submission of Tenders

2.16.1 Tenders must be received by KMTC at the address specified in the appendix to instructions to tenderers no later than **Wednesday 19th May 2021 at 10:00 AM.**

2.16.2 KMTC may, at its discretion, extend this deadline for the submission of tenders by amending the tender documents in accordance with paragraph 5, in which case all rights and obligations of KMTC 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 in the tender box shall be received by KMTC 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 tender's is received by KMTC prior to the deadline prescribed for the 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 cable, but followed by a signed confirmation copy, post marked 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 specified by the tenderer on the Tender Form. Withdrawal of a tender during this interval may result in the Tenderer's forfeiture of its tender security, pursuant to paragraph 2.12.8.

2.17.5 KMTC may at any time terminate procurement proceedings before contract award and shall not be liable to any person for the termination.

2.17.6 KMTC 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.

2.18 Opening of Tenders

2.18.1 KMTC will open all tenders in the presence of tenderers' representatives who choose to attend, on **Wednesday 19th May 2021 at 10:00 AM** and in the location specified in the invitation to tender. 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 KMTC at its discretion, may consider appropriate, will be announced at the opening.

2.18.3 KMTC will prepare minutes of the tender opening which will be submitted to the 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 KMTC 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 shall be sought, offered, or permitted.

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

2.20 Preliminary Examination and Responsiveness

2.20.1 KMTC will examine the tenders to determine whether they are complete, whether any computational errors have been made, whether required securities 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 may be forfeited. If there is a discrepancy between words and figures, the amount in words will prevail.

2.20.3 KMTC may waive any minor informality or nonconformity 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 2.22, KMTC 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. KMTC'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 KMTC and may not subsequently be made responsive by the tenderer by correction of the nonconformity.

2.22 Evaluation and comparison of tenders.

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

2.22.2 The comparison shall be of the price including all costs as well as duties and taxes payable on all the materials to be used in the provision of the services.

2.22.3 KMTC'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 2.22.4 and in the technical specifications:

- (a) Operational plan proposed in the tender;
- (b) Deviations in payment schedule from that specified in the Special Conditions of Contract;

2.22.4 Pursuant to paragraph 22.3 the following evaluation methods will be applied:

(a) ***Operational Plan.***

KMTC 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 KMTC'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 a 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. KMTC may consider the alternative payment schedule offered by the selected tenderer.

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

2.22.6 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.

2.23. Contacting KMTC

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

2.24 Award of Contract

a) Post qualification

- 2.24.1 In the absence of pre-qualification, KMTC will 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's 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 2.1.2, as well as such other information as KMTC 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 KMTC will proceed to the next lowest evaluated tender to make a similar determination of that Tenderer's capabilities to perform satisfactorily.

b) Award Criteria

- 2.24.4 Subject to paragraph 2.29 KMTC 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.
- 2.24.5 KMTC 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 KMTC's action. If KMTC determines that none of the tenderers is responsive; KMTC shall notify each tenderer who submitted a tender.
- 2.24.6 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, KMTC 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 KMTC pursuant to clause 2.26. Simultaneously the other tenderers shall be notified that their tenders have not been successful.

2.25.3 Upon the successful Tenderer's furnishing of the performance security pursuant to paragraph 27, KMTC will promptly notify each unsuccessful Tenderer and will discharge its tender security, pursuant to paragraph 2.12

2.26 Signing of Contract

2.26.1 At the same time as KMTC notifies the successful tenderer that its tender has been accepted, KMTC 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 KMTC.

2.26.3 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 Performance Security

2.27.1 Within thirty (30) days of the receipt of notification of award from KMTC, the successful tenderer shall furnish the performance security in accordance with the Conditions of Contract, in the Performance Security Form provided in the tender documents, or in another form acceptable to KMTC.

2.27.2 Failure of 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 KMTC may make the award to the next lowest evaluated or call for new tenders.

2.28 Corrupt or Fraudulent Practices

2.28.1 KMTC 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.

2.28.2 KMTC 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;

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

FINANCIAL EVALUATION

The bidder who attains 75% and over in the Technical Evaluation and whose financial proposal is the lowest shall be awarded the tender to provide the General Insurance Services.

SECTION III: SCHEDULE OF REQUIREMENTS

The Kenya Medical Training College (KMTC) provides General Insurance through insurance of all the properties, staff, student and Board Directors who are not Civil Servants.

SCOPE OF THE MEDICAL COVER

a) Objective of the Cover

The objective of the cover is to provide General Insurance Services and comprehensive Medical Cover i.e. in-patient and out-patient medical cover for the Board of Directors and their dependants.

b) Duration of Contract

The period of cover is 2 (two) years' subject to the contractor's performance. This Insurance cover will commence from **1st August, 2021 to 31st July 2023**. However, the contract may be extended for 1 (one) year subject to contractor's performance.

c) Coverage

The College has Board of Directors, properties, staff and students based in the head office in Nairobi and 71 campuses located in various counties within the country. In addition, the KMTC operations are field based and there is a lot of travelling across all counties.

The Board of Directors, staff, students and properties premium schedules are attached in the Tender document.

Medical Cover for Board of Directors:

The cover will provide Indemnity against KMTC's expenses incurred by members, employees their dependants during the period of the policy.

Benefits:

- . Inpatient Medical cover
- . Out-patient Medical cover
- . Drugs and administration
- . Optical related services
- . Dental related services
- . Maternity related services
- All Pre-existing conditions/illnesses
- . Last expenses

d) Cancellation Notice of 60 days

e) Eligibility

The proposed scheme shall cover all Board Director who are not civil servants. It shall also cover the Board Director's spouse and dependent children below the age of 25 years.

f) Proposed Medical Services

The provider is expected to provide efficient and effective medical services for the Board of Directors and their dependents. The summary of benefits and total population is provided herein.

The medical services must be easily available and accessible to the Board of Directors and their immediate dependents as and when required. The membership comprising of the Board of Directors and their dependents may change from time to time and KMTTC will update the service provider appropriately.

The scheme is for both In-patient and Out-patient services.

(i) Inpatient Services:

Provide quality inpatient medical services. The Inpatient scheme should encompass the following benefits:

- Hospitalization including full diagnosis and treatment, discharge from hospital and the cost of treatment.
- Post Hospitalization benefits
- Accommodation and meals for care taker, parent/guardian accompanying a child below 12 years.
- Dental and optical hospitalization resulting from an accident will each be covered within the limits
- The Inpatient optical and dental treatment for illness necessitating hospitalization will be covered within the limits.
- Specialists fee including physician, surgeons, anaesthetics etc.
- Pre-existing and chronic recurrent conditions including hypertension, asthma, diabetes, cancer related illness, arthritis and pre-existing surgical conditions.
- Congenital conditions and neonatal expenses
- Inpatient Psychiatric Treatment.
- Laboratory investigations, X-rays, ultrasound, ECG, MRI Scans
- Prescribed drugs, dressings surgical appliances and nursing procedures
- Medical Appliances (Hearing Aids, Glucometer, Insulin delivery devices, Urine Catheters & Accessories etc.).
- Radiology X-ray, ultrasound, ECG and computerized Tomography, MRI scans.
- Radiotherapy and chemotherapy.
- Pathology (laboratory) fees.
- Post Hospitalization attendant therapy up to three months.

- Access to medical specialists while admitted.
- Inpatient physiotherapy.
- Gynaecological treatment.
- Day surgery admissions including dental, optical, gynaecological as well as all other services.
- Operating theatre charges.
- Intensive care unit (ICU) and High Dependency Unit(HDU) charges
- Laser Surgery.
- Annual health check
- No waiting period.
- Treatment for alcoholism and drug addictions (employee only and acquired during employment term).
- Palliative or analgesic care.
- Provision of Maternity benefits including Caesarean section.
- Accident hospitalization
- Rescue and evacuation in case of emergency
- Treatment overseas if not locally available where advised by a medical practitioner.
- Management and treatment of severe respiratory illness including but not limited to COVID-19 where such illness is severe and requires use of a respirator or oxygen concentrator. This includes coverage on vaccination against Covid -19.
- All Pandemics (including COVID-19) to be covered within limit
- Worldwide cover
- Medical services for HIV/AIDs including counselling, treatment, providing anti-retroviral and other related drugs
- Terrorism Cover to cover medical expenses arising from activities where the insured is a victim.
- Include hospital accommodation charges net of NHIF
- Any additional benefit(s) should be specified by the bidder
- Any other service not included above but which may be mutually agreed upon from time to time.

Out Patient Services

The scope of the cover for Out-patient medical services shall apply to all medical related illnesses and will include the following:

- Routine outpatient consultation,
- Prescribed physiotherapy
- Prescribed drugs and dressings.
- Immunizations-KEPI and Baby Friendly
- Counselling Services.
- Recommended travel vaccines-yellow fever, polio
- Alternative treatment i.e. acupuncture and chiropractor, on referral
- Non-motorized wheel chairs, frames and crutches

- Counselling, testing, treatment of HIV related opportunistic diseases and provision of anti-retroviral drugs;
- Attendance to other opportunistic and terminal diseases such as TB, cancer etc.

- Alcoholism, drug and substance abuse treatment, counselling and rehabilitation services.
- Pre – existing Conditions
- Annual General checkup for members
- Diagnostic X-Ray and Laboratory Tests.

- Radiology X-ray, ultrasound, EEG, ECG and computerized Tomography, MRI scans.

- Dental Services-to include extraction, root canal, fillings, scaling necessitated by a medical condition.

- Optical services (Frames, lenses (on ophthalmologist prescription only), contact lenses, bi-Focal lenses, Visual examination)
- Referrals to Specialists (Paediatricians, Obstetricians, gynaecologists, lactation specialists
- Neonatologists, Orthopaedic doctors, dermatologists, E.N.T. doctor's etc.).
- Psychiatrist treatment
- Comprehensive Baby vaccinations (No vaccine exclusions)
- Maternity services i.e. Anti and Post Natal.
- HIV/AIDS cover (Voluntary counselling and testing and other related treatments).
- Chiropractor upon referral & approval.
- Pandemic diseases Vaccinations

- PSA test (prostate antigen test) for male employees and spouses and one pap-smear test and a mammogram for female employees and spouses per annum.
- Staff vaccination for diseases such Hepatitis B and other vaccinations may necessary.

g) Other details to be contained in the Bidders' proposal:

Bidders must demonstrate that they have the knowledge and experience in the provision of medical services. The bids should comprise medical scheme's proposal(s) indicating:

h) The benefits and associated costs of Inpatient and outpatient.

The Medical Service Provider(s) identified should have an extensive and reputable network of Hospitals, Clinics, Pharmacies and Laboratories within easy reach of KMTC'S staff and their dependents.

i) Administration of the Scheme

- The firm shall ensure that services are provided to employees and their beneficiaries with as little paper work and inconvenience as possible.
- The bidder shall be required to clearly state the procedures (in-patient and out-patient) to be followed by the employee(s) and beneficiary (ies) in the provision of medical services, stating clearly the responsibilities of the parties involved.
- The service provider shall provide KMTC with statements on their medical Accounts.

j) Member/Employee Identification

- The service provider shall be expected to define a clear procedure of Identification of Board Directors and their Beneficiaries.

k) Employee/Beneficiary Data Management

- The Service Provider shall be expected to liaise with KMTC on matters regarding Board of Directors Data updates.
- The Service provider shall therefore be required to provide a procedure for the maintenance of Board of Directors/Beneficiary records.
- The service provider should undertake to retain the utmost confidentiality of member details including utilization which can only be shared to the Chief Executive Officer in person or the dedicated contract manager or upon express authorization of either of them.

l) List of Service Providers

- The Service Provider shall be required to provide a comprehensive list of all the Hospitals, Clinics, Doctors, Specialists, Pharmacies and Chemists in their panel.
- The Service Provider shall however not limit beneficiaries to their panel only. The Service provider may in addition take on the Medical Service Providers already on the KMTC panel

m) Scheme Reports

The service provider shall be required to provide to KMTC Monthly/Quarterly/Annual Reports on the utilization of services including expenditure reports for Inpatient and Outpatient claims as well as any other reports that may be required by KMTC from time to time.

MEMBERSHIP DETAILS

MEMBERSHIP DETAILS

Eligibility.

The insurance Brokerage Service providers shall be the only eligible firm to participate in this tender.

The proposed scheme shall cover Board of Directors during their contract term. It shall also cover the Board of Director' spouse and dependent children below the age of 25 years.

C(i) COMPREHENSIVE MEDICAL SCHEME

Both the inpatient and outpatient Covers are meant for Five (5) Board directors. The scheme is to cater for Board Director, one spouse and a limit of 4 children per family. This is to result to 30 beneficiaries.

PROPOSED COVER LIMITS OPTION

C(i) COMPREHENSIVE MEDICAL SCHEME

Both the inpatient and outpatient are for 5 Board of Directors which is meant to cater for Board of Director, one spouse and 4 children. This therefore amounts to 30 beneficiaries where the computation of the same is as hereunder:

(M + 5)

M – Board Director

5 - One Spouse and 4 Children

SECTION IV: PRICE SCHEDULE FORMS

Tender for Provision of Insurance Services (Risk Notes) –Policy No. 1/2020-2021

INSURED	KENYA MEDICAL TRAINING COLLEGE, P. O. BOX 30195 - 00100, NAIROBI
Class of Policy / Risk	Group Medical Insurance Cover for Board Members (5)
Period	Two years (2021/2022 – 2022/2023)
Cover (Details)	Board Directors who are not public servants (5)
Sum Insured	Inpatient - Kshs.2,000,000.00 per member Out-patient – Kshs.100,000.00 Funeral Expenses – Kshs.100,000.00
Total Annual Premium for all the specified Directors of the Board.	Kshs.....
Recommended Underwriters (Insurers)	.....

Tender Signed by:

Company Stamp:

Date:

Telephone Number:

Tender for Provision of Insurance Services (Risk Notes) –Policy No. 2/2020-2021

INSURED	KENYA MEDICAL TRAINING COLLEGE, P. O. BOX 30195 - 00100, NAIROBI
Class of Policy / Risk	G.P.A. (Board Directors) (5).
Period	Two years (2021/2022 – 2022/2023)
Cover (Details)	<ul style="list-style-type: none"> - Death - Permanent Disability - Accidents
Sum Insured	Death – Kshs. 3,000,000.00 per Board member. Permanent Disability – Limited to Kshs.3 million per Board Member Accidents – Kshs.200,000.00 per Board Member
Total Annual Premium for all the specified Directors of the Board.	Kshs.....
Recommended Underwriters (Insurers)	.....

Tender Signed by:

Company Stamp:

Date:

Telephone Number:

Tender for Provision of General Insurance Services (Risk Notes) –Policy No. 3/2020-2021

INSURED	KENYA MEDICAL TRAINING COLLEGE, P. O. BOX 30195 - 00100, NAIROBI
Class of Policy / Risk	Fire / Insurance Perils
Period	Two years (2021/2022 – 2022/2023)
Cover (Details)	Fire lighting, Bush Fire, Explosion on buildings and destruction of contents / properties inside; spontaneous combustion.
Sum Insured	Kshs.4,561,819,440.00
Total Annual Premium for all campuses including Headquarters.	Kshs.....
Recommended Underwriters (Insurers)	.....

Tender Signed by:

Company Stamp:

Date:

Telephone Number:

Tender for Provision of Insurance Services (Risk Notes) – Policy No. 4/2020-2021

INSURED	KENYA MEDICAL TRAINING COLLEGE, P. O. BOX 30195 - 00100, NAIROBI
Class of Policy / Risk	Burglary
Period	Two years (2021/2022 – 2022/2023)
Cover (Details)	Dismantling / forceful breakage / entry and theft of properties
Sum Insured	Kshs.1,734,335,161.00
Total Annual Premium for all campuses including Headquarters.	Kshs.....
Recommended Underwriters (Insurers)	.....

Tender Signed by:

Company Stamp:

Date:

Telephone Number:

Tender for Provision of Insurance Services (Risk Notes) – Policy No. 5/2020-2021

INSURED	KENYA MEDICAL TRAINING COLLEGE, P. O. BOX 30195 - 00100, NAIROBI
Class of Policy / Risk	Money Insurance
Period	Two years (2021/2022 – 2022/2023)
Cover (Details)	Money either on transit or in cash office
Sum Insured	Kshs.6,000,000.00
Total Annual Premium for all campuses including Headquarters.	Kshs.....
Recommended Underwriters (Insurers)	.....

Tender Signed by:

Company Stamp:

Date:

Telephone Number:

Tender for Provision of Insurance Services (Risk Notes) – Policy No. 6/2020-2021

INSURED	KENYA MEDICAL TRAINING COLLEGE, P. O. BOX 30195 - 00100, NAIROBI
Class of Policy / Risk	G.P.A. (Students) - Student population is 48,200
Period	Two years (2021/2022 – 2022/2023)
Cover (Details)	- Death - Permanent disability - Medical expenses
Sum Insured	Death – Kshs. 300,000.00 per student Permanent Disability – Kshs. 300,000.00 Medical expenses – Kshs.100,000.00
Total Annual Premium for all the students in all the campuses.	Kshs.....
Recommended Underwriters (Insurers)	.....

Tender Signed by:

Company Stamp:

Date:

Telephone Number:

Tender for Provision of Insurance Services (Risk Notes) –Policy No. 7/2020-2021

Tender No. KMTC/16/2020 – 2021

INSURED	KENYA MEDICAL TRAINING COLLEGE, P. O. BOX 30195 - 00100, NAIROBI
Class of Policy / Risk	G.P.A. Staff – The current staff population is 2,336
Period	Two years (2021/2022 – 2022/2023)
Cover (Details)	- Death - Permanent disability - Medical Expenses
Sum Insured	Death – Kshs. 500,000.00 Permanent Disability – Kshs. 500,000.00 Medical Expenses – Kshs.200,000.00
Total Annual Premium for all KMTC staff in all the Campuses including Headquarters.	Kshs.....
Recommended Underwriters (Insurers)	.....

Tender Signed by:

Company Stamp:

Date:

Telephone Number:

Tender for Provision of Insurance Services (Risk Notes) –Policy No. 8/2020-2021

INSURED	KENYA MEDICAL TRAINING COLLEGE, P. O. BOX 30195 - 00100, NAIROBI
Class of Policy / Risk	Public Liability for 2,336 employees
Period	Two years (2021/2022 – 2022/2023)
Cover (Details)	Legal liability in respect of accident, death, bodily injury / illness or loss / damage to property of third parties.
Sum Insured	Kshs.10,000,000.00
Total Annual Premium for all the campuses including the Headquarters.	Kshs.....
Recommended Underwriters (Insurers)	.....

Tender Signed by:

Company Stamp:

Date:

Telephone Number:

Tender for Provision of Insurance Services (Risk Notes) –Policy No. 9/2020-2021

INSURED	KENYA MEDICAL TRAINING COLLEGE, P. O. BOX 30195 - 00100, NAIROBI
Class of Policy / Risk	All Risks
Period	Two years (2021/2022 – 2022/2023)
Cover (Details)	Damages caused by power surge on electronic equipment in offices, office equipment, switch-board, telex, fax machines, projectors. Damages caused by: - Lightening, explosion, aircraft, other aerial devices, articles dropped there from riot, civil commotion, strikers, persons taking part in labour disturbances, malicious persons other than thieves, earthquakes, storms, floods, escape of water from any tank apparatus or pipe or impact by any road vehicle or animal, falling trees, etc.
Sum Insured	Kshs.3,561,819,440.00
Total Annual Premium for all the campuses including Headquarters.	Kshs.....
Recommended Underwriters (Insurers)	.....

Tender Signed by:

Company Stamp:

Date:

Telephone Number:

Tender for Provision of Insurance Services (Risk Notes) –Policy No. 10/2020-2021

INSURED	KENYA MEDICAL TRAINING COLLEGE, P. O. BOX 30195 - 00100, NAIROBI
Class of Policy / Risk	Fidelity guarantee for 2,336 employees
Period	Two years (2021/2022 – 2022/2023)
Cover (Details)	In respect of all pecuniary loss as a result of infidelity of employee / dishonestly by employees e.g. theft by employees.
Sum Insured	Kshs.195,523,148.00
Total Annual Premium for all the campuses including the Headquarters	Kshs.....
Recommended Underwriters (Insurers)	.....

Tender Signed by:

Company Stamp:

Date:

Telephone Number:

Tender for Provision of Insurance Services (Risk Notes) – Policy No.11/2020-2021

INSURED	KENYA MEDICAL TRAINING COLLEGE, P. O. BOX 30195 - 00100, NAIROBI
Class of Policy / Risk	Private / Car pool small vehicles/ Pick Ups: 5 (FIVE) passengers and below.
Period	Two years (2021/2022 – 2022/2023)
Cover (Details)	Comprehensive and legal liability to the passengers. Provision of the cover will be on ‘ as and when required’ basis.
Estimated Sum Insured	Kshs.50,000,000.00
Total Annual Premium for all the campuses including the Headquarters	Kshs.....
Recommended Underwriters (Insurers)	.....

Tender Signed by:

Company Stamp:

Date:

Telephone Number:

Tender for Provision of Insurance Services (Risk Notes) –Policy No. 12/2020-2021

INSURED	KENYA MEDICAL TRAINING COLLEGE, P. O. BOX 30195 - 00100, NAIROBI
Class of Policy / Risk	Commercial vehicles, Buses, Mini Buses and Vans (above (Five) 5 passengers).
Period	Two years (2021/2022 – 2022/2023)
Cover (Details)	Comprehensive and legal liability to the passengers. Provision of the cover will be on ‘ ‘ as and when required’ ’ basis.
Estimated Sum Insured	Kshs.225,500,000.00
Total Annual Premium for all the campuses including the Headquarters.	Kshs.....
Recommended Underwriters (Insurers)	.....

Tender Signed by:

Company Stamp:

Date:

Telephone Number:

Tender for Provision of Insurance Services (Risk Notes) –Policy No. 13/2020-2021

INSURED	KENYA MEDICAL TRAINING COLLEGE, P. O. BOX 30195 - 00100, NAIROBI
Class of Policy / Risk	W I B A for 2,336 employees
Period	Two years (2021/2022 – 2022/2023)
Cover (Details)	Injuries / loss suffered by the employee on his / her course of undertaking official duties.
Estimated annual earnings	Kshs.170,000,000.00
Total Annual Premium for all the campuses including the Headquarters.	Kshs.....
Recommended Underwriters (Insurers)	.....

Tender Signed by:

Company Stamp:

Date:

Telephone Number:

Tender for Provision of Insurance Services (Risk Notes) –Policy No. 14/2020-2021

INSURED	KENYA MEDICAL TRAINING COLLEGE, P. O. BOX 30195 - 00100, NAIROBI
Class of Policy / Risk	Employee Liability for 2,336 employees
Period	Two years (2021/2022 – 2022/2023)
Cover (Details)	Legal liability in respect of accident, death, body injury, illness, damages to property of the employees
Estimated annual earnings	Kshs.8,000,000.00
Total Annual Premium for all the employees in all the campuses including the Headquarters.	Kshs.....
Recommended Underwriters (Insurers)	.....

Tender Signed by:

Company Stamp:

Date:.....

Telephone Number:

SECTION V: EVALUATION CRITERIA**STEP 1: PRELIMINARY EVALUATION CHECKLIST**

Tenderers are advised that 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.

S/NO.	MANDATORY/ PRELIMINARY REQUIREMENTS	PROVIDED/ NOT PROVIDED
1.	Must provide a copy of Certificate of from the Registrar of Companies under the Company's Act and must have been in existence for the last Ten (10) Years.	
2.	PIN Certificate	
3.	Valid Tax Compliance Certificate (attach a copy of KRA TCC Checker).	
4.	Registration with Commission of Insurance (Year 2021)	
5.	Must provide a valid membership Registration from the Association of Kenya Insurance (AKI) for the Year 2021 (attach a valid copy of certificate).	
6.	Original Tender Security of Ksh.1,500,000(<i>one million, five hundred thousand shillings</i>) with validity period of 150 days.	
7.	Certified copy of Current Business Permit for the County Government for the year 2021	
8.	CR 12 Certificate with details of directors	
9.	Tender Document must be bound and serialized/Paginated	
10.	Certified copy of certificates of compliance from NHIF & NSSF	
11.	Duly filled, signed & stamped Confidential Business questionnaire form.	
12.	Must provide Original and a Copy of the Tender document	
13.	Duly filled, signed and stamped self-declaration that the tenderer is NOT DEBARRED in the matter of public procurement and assets disposal.	
14.	Duly filled, signed and stamped Anti – corruption declaration/commitment/pledge form	
15.	Duly filled, signed and stamped litigation form	
16.	Duly filled, signed and stamped Form of Tender in the format provided: The Tender sum in figures must tally the same with words. Any alteration or inconsistency shall lead to disqualification.	
17.	Underwriter must have a valid license to underwrite General Insurance Services for not less than five (5) years from the date of the Tender opening (Attach license for 2020 from the IRA).	
18.	Must provide evidence of copy of Reinsurance Slip for the year 2021.	
19.	Must provide power of attorney for the officer who will commit the organization while signing the Price Schedule, form of Tender and any other relevant tender document.	

Key:

✓ Provided

X – Not Provided

Note: Failure to meet any of the above Mandatory requirements the tender shall be termed as non – responsive hence disqualified to proceed to the next stage of evaluation.

Stage 2: Technical Evaluation

S/No.	Technical Requirements	Maximum Score
1.	Certified copy of certificate of registration with Insurance Regulatory Authority (IRA) (Year 2021).	5
2.	Must have a professional Indemnity Insurance of at least Ksh. 50,000,000.00 in Medical Insurance.(Professional Indemnity cover provided should be valid for the full period of the Tender validity.	5
3.	Must submit copies of the Audited report for the last 3 years (2018,2019 & 2020).	6
4.	Must have been in the similar business handling similar values for not less than 10 years and capacity evidence of ability to provide uninterrupted medical services within Kenya, East Africa and the rest of the World.	5
5.	a). Must demonstrate experience in carrying medical insurance services and shall provide at least Five (5) clients where they have undertaken similar services in public or private sector with similar scope (4mks) . b). At least 3 (Three) of the listed services must have been carried out in the last 3 years.(Attach Contracts) (6mks)	10
6.	Must submit original Quotations from their preferred Quotation	5
7.	Human Resources:	
	a. Principal Officer: Professional qualifications and experience with a) ACII/ AIIK certification b) Relevant Experience for 5 Years c) Attach CVs and Certificates	2
	b. Two (2) Technical Personnel: i. ACII/AIIK Certification. ii. Relevant degree in Medical Insurance Field. iii. Relevant experience for at least 3 years.	4
	c. List of Two (2) other Professional staff, specify portfolio/tasks (attach CVS & certificates)	2
8.	Scheme information booklets on scheme rules and entitlement with full disclosures of all exclusions.	3
10.	Turnaround time for processing reimbursement (Ensure you indicate turnaround time).	2
13.	Must provide credit facilities/agreement with major services providers.	2
14.	Provide Certified recommendation letters from the previous clients on satisfactory claim processing.(at least 5 recommendations).	5
15.	Certificate of Quality Management System from a recognized Body on Quality Compliance.	2
16.	The bidder shall illustrate the methodology and work plan that will be used to carry out the General services and must submit a certified list of	5

	medical claims paid out including the analysis of Ratio (s) of the paid claims for years 2019 and 2020 particularly to those described in the scope of service	
17.	Information Management System: The bidder shall provide on line claims reporting/acknowledgement/claim status.	5
18.	Financial Capability:	0
a.	Gross Premium for General Insurance earned for the Year 2019 and 2020 : a. 500,000,000.00 (Five hundred Million) and above (5 mks) b. 300,000,000 (Three Hundred Million) and above (2 mks)	5
b.	Total Assets for Year 2019 – 2020 i. (Ksh. 1 Billion and above) 4 mks ii. (Ksh 500 million – 1 Billion) 3 mks	4
	Total	80

NOTE: Only Bidders who Score 75% and above shall be allowed to proceed to the next stage/level of evaluation. i.e. Financial Evaluation. Consequently Bidders who fail to attain the minimum technical score i.e. 75% shall be disqualified at this stage.

Formula for Financial Evaluation Score

The financial score (Sf), for each bidder who scores within or above the pass marks will be determined based on the lowest financial bid as follows;

$$Sf = 100 \times Fm / F$$

Where:

Sf = Financial Score

F = Financial Bid of the Bidder under consideration.

Fm = Lowest Financial Bid submitted.

St = Technical score

PT = Maximum technical score

FP = maximum financial score

AWARD CRITERIA: - the KMTC will award the contract to the bidder with the highest combined score (Technical + Financial) as follows;

$$CS = (St \times TP \%) + (Sf \times FP \%).$$

The Combined Score (S) will be calculated as follows:

$$S = (St \times TP \%) + (Sf \times FP \%)$$

TP = 80%

FP = 20%

4.1. MANDATORY CONDITIONS TO BE MET BY THE PROPOSED INSURANCE COMPANY/UNDERWRITERS.

- 4.1.1 Must be registered with the Commissioner of Insurance for the current year and a copy of the current license be submitted.
- 4.1.2 Must have done annual gross premiums in previous year of Kshs. 500,000,000.00 in Medical Insurance.
- 4.1.3 Must provide at least four (4) reputable clients of similar magnitude and complexity with minimum gross written premium of at least 100 million each.
- 4.1.4 Must submit a copy of the audited accounts for the last 2 years (Year 2018/2019 and 2019/2020).
- 4.1.5 Must have total number of management staff of at least 10 (No).
- 4.1.6 Must submit copies of the following documents;
 - (a) PIN Certificate.
 - (b) Tax Compliance Certificate (Provide current TCC Checker).
 - (c) Certificate of Registration/Incorporation with at 10 years being in the business.
- 4.1.7 Must be a member of the Association of Kenya Insurers' (AKI) for the last 10 years including the current year 2021.
- 4.1.8 Must be registered as a Medical Insurance Underwriter (Provide valid registration certificate).
- 4.1.9 Must have a valid registration with Insurance Regulatory Authority (IRA).
- 4.2.0 Must have a valid copy of 2021 single business permit.
- 4.2.1 Must submit evidence of 24hr operational call center.
- 4.2.2 Must submit a Non- Debarment statement in matters of Public Procurement and Assets Disposal.

NB: The proposed underwriter must meet all the conditions as stated above.

SECTION VI GENERAL CONDITIONS OF CONTRACT

4.1 Definitions

In this contract the following terms shall be interpreted as indicated:

- a) “The contract” means the agreement entered into between the KMTC 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 service provider including materials and incidentals which the tenderer is required to provide to the KMTC under the Contract.
- d) “The Procuring entity” means the organization sourcing for the services under this Contract.
- e) “The contractor means the individual or firm providing the services under this Contract.
- f) “GCC” means general conditions of contract contained in this section
- g) “SCC” means the special conditions of contract
- h) “Day” means calendar day

4.2 Application

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

4.3 Standards

- 4.3.1 The services provided under this Contract shall conform to the 7 standards mentioned in the Schedule of requirements

4.4 Patent Right's

The tenderer shall indemnify the KMTC 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.

4.5 Performance Security

- 4.5.1 Within twenty-eight (28) days of receipt of the notification of Contract award, the successful tenderer shall furnish to the KMTC the performance security where applicable in the amount specified in Special Conditions of Contract.
- 4.5.2 The proceeds of the performance security shall be payable to the KMTC as compensation for any loss resulting from the Tenderer's failure to complete its obligations under the Contract.

4.5.3 The performance security shall be denominated in the currency of the Contract (Kenya Shillings), and shall be in the form of:

a) A bank guarantee.

or

b) Such insurance guarantee approved by the Authority.

4.5.4 The performance security will be discharged by the KMTC and returned to the candidate not later than thirty (30) days following the date of completion of the tenderer's performance of obligations under the contract, including any warranty obligations under the contract.

4.6 Inspections and Tests

4.6.1 The KMTC or its representative shall have the right to inspect and/or to test the services to confirm their conformity to the Contract specifications. The KMTC shall notify the tenderer in writing, in a timely manner, of the identity of any representatives retained for these purposes.

4.6.2 The inspections and tests may be conducted on the premises of the tenderer or its subcontractor(s). If conducted on the premises of the tenderer or its subcontractor(s), all reasonable facilities and assistance, including access to drawings and production data, shall be furnished to the inspectors at no charge to the KMTC.

4.6.3 Should any inspected or tested services fail to conform to the Specifications, the KMTC may reject the services, and the tenderer shall either replace the rejected services or make alterations necessary to meet specification requirements free of cost to the KMTC.

4.6.4 Nothing in paragraph 3.7 shall in any way release the tenderer from any warranty or other obligations under this Contract.

4.7 Payment

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

4.8 Prices

4.8.1 Prices charged by the Service Provider for services performed under the Contract shall not, with the exception of any Price adjustments authorized in SCC, vary from the prices by the tenderer in its tender or in the KMTC'S request for tender validity extension as the case may be. No variation in or modification to the terms of the contract shall be made except by written amendment signed by the parties.

4.9 Assignment

4.9.1 The tenderer shall not assign, in whole or in part, its obligations to perform under this contract, except with the KMTC prior written consent.

4.10 Termination for Default

4.10.1 The KMTC may, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the tenderer, terminate this Contract in whole or in part:

- a) if the tenderer 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 KMTC.
- b) if the tenderer fails to perform any other obligation(s) under the Contract.
- c) if the tenderer, in the judgment of the KMTC has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.

4.10.2 In the event the KMTC terminates the Contract in whole or in part, it may procure, upon such terms and in such manner as it deems appropriate, services similar to those undelivered, and the tenderer shall be liable to the KMTC for any excess costs for such similar services.

4.11 Termination of insolvency

The KMTC may at the anytime 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 produce or affect any right of action or remedy, which has accrued or will accrue thereafter to the KMTC.

4.12 Termination for convenience

4.12.1 The KMTC 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 KMTC convenience, the extent to which performance of the contractor of the contract is terminated and the date on which such termination becomes effective.

4.12.2 For the remaining part of the contract after termination the KMTC may elect to cancel the services and pay to the contractor on agreed amount for partially completed services.

4.13 Resolution of disputes

4.13.1 The KMTC and the Service Provider shall make every effort to resolve amicably by direct informal negotiations any disagreement or dispute arising between them under or in connection with the contract.

4.13.2 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.

4.14 Governing Language

4.14.1 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.

4.15 Force Majeure

4.15.1 The Service Provider 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.

4.16 Applicable Law.

The contract shall be interpreted in accordance with the laws of Kenya unless otherwise specified in the SCC

4.17 Notices

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 E-mail and confirmed in writing to the other party's address specified in the SCC

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

SECTION VII -SPECIAL CONDITIONS OF CONTRACT

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

General conditions of contract reference	Special conditions of contract
2.7	Specify performance security if applicable: 5% of Contract Sum
	Specify method Payments. Payments to be made on annually up front before commencement of cover
	Specify price adjustments allowed. None
	Specify resolution of disputes. Disputes to be settled as per the Arbitration Laws of Kenya
	Specify applicable law. Laws of Kenya
	Client: The Kenya Medical Training College Old Mbagathi Road. P. O. Box 30195 - 00100 Nairobi.
Other's as necessary	Complete as necessary

SECTION VIII -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. **Format of Tender Security Instrument** - When required by the tender document the tenderer shall provide the tender security in the form included hereinafter.
3. **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.
4. **Confidential Business Questionnaire Form** -This form must be completed by the tenderer and submitted with the tender documents.
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 KMTC.
6. **Self-declaration** that the person/tenderer is not debarred in the matter of the public procurement and asset disposal act, 2015.
7. **Self-declaration** that the person/tenderer will not engage in any corrupt or fraudulent practice.

1. FORM OF TENDER

Date:.....

Tender

No:.....

To: **The Chief Executive Officer
Kenya Medical Training College (KMTC)
P. O. Box 30195- 00100,
NAIROBI**

- Having examined the Tender documents including Addenda Nos. *[insert addenda numbers]*, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to **General Insurance Brokerage Services** in conformity with the said Tender documents for the sum of *[total Tender amount in words and figures]* or such other sums as may be ascertained in accordance with the Schedule of Prices attached herewith and made part of this Tender. (NB The tender sum should be the total premium for two years).

S/NO.	DESCRIPTION	TENDER SUM AMOUNT FOR 1 (ONE) YEAR (KSHS).
1.		

Amount in words.....

- We undertake, if our Tender is accepted, to deliver the Services in accordance with the delivery schedule specified in the Schedule of Requirements.
- We agree to abide by this Tender for the Tender validity period specified in Clause 2.13 of the Appendix to Instructions to Tenderers, and it shall remain binding upon us and may be accepted at any time before the expiration of that period.
- We are not participating, as Tenderers, in more than one Tender in this Tendering process.
- Our firm, its affiliates or subsidiaries – including any subcontractors or suppliers for any part of the contract – has not been declared ineligible by the Government of Kenya under Kenyan laws.
- Until a formal Contract is prepared and executed, this Tender, together with your written acceptance thereof and your notification of award, shall constitute a binding Contract between us.
- We understand that you are not bound to accept the lowest or any tender you may receive.
- We certify/confirm that we comply with the eligibility requirements as per ITT Clause 3 of the Tender documents

Dated this _____ day of _____ 20_____.

(Name)

[Signature]

[in the capacity of]

Duly authorized to sign Tender on Behalf of.....

2. FORMAT OF TENDER SECURITY INSTRUMENT

Whereas [Name of the tenderer] (Hereinafter called “the tenderer”) has submitted its tender dated [Date of submission of tender] for the

[Name and/or description of the tender] (Hereinafter called “the Tender”)

KNOW ALL PEOPLE by these presents that WE of [Name of

Insurance Company / Bank] having our registered office at (Hereinafter called “the Guarantor”), are bound unto [Name of Procuring Entity] (Hereinafter

called “the Procuring Entity”) in the sum of (Currency and guarantee

amount) for which payment well and truly to be made to the said Procuring Entity, the Guarantor binds itself, its successors, and assigns by these presents.

Sealed with the Common Seal of the said Guarantor this ___ day of _____ 20 ___.

THE CONDITIONS of this obligation are:

- 1. If after tender opening the tenderer withdraws his tender during the period of tender validity specified in the instructions to tenderers, Or
- 2. If the tenderer, having been notified of the acceptance of his tender by the Employer during the period of tender validity:
 - (a) fails or refuses to execute the form of Agreement in accordance with the Instructions to Tenderers, if required; or
 - (b) fails or refuses to furnish the Performance Security, in accordance with the Instructions to Tenderers;

We undertake to pay to the Procuring Entity up to the above amount upon receipt of its first written demand, without the Procuring Entity having to substantiate its demand, provided that in its demand the Procuring Entity will note that the amount claimed by it is due to it, owing to the occurrence of one or both of the two conditions, specifying the occurred condition or conditions.

This 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 Guarantor not later than the said date.

[Date]

[Signature of the Guarantor]

[Witness]

[Seal)

3 CONFIDENTIAL BUSINESS QUESTIONNAIRE

You are requested to give the particulars indicated in Part 1 and either Part 2 (a), 2(b) or 2(c) whichever applied 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 Tel No.
 Fax 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.....Country of Origin.....
 Citizenship details.....

Part 2 (b) – Partnership

Given details of partners as follows

Name	Nationality	Citizenship details	Shares
1.
2.
3.
4.

Part 2 (c) – Registered Company

Private or Public
 State the nominal and issued capital of company
 Nominal Kshs.
 Issued Kshs.
 Given details of all directors as follows

Name	Nationality	Citizenship details	Shares
1.
2.
3.
4.

Date.....Signature of
 Candidate.....

4 CONTRACT FORM

THIS AGREEMENT made the ___day of _____20___ 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 certain materials and spares. Viz.....[brief description of materials and spares] and has accepted a tender by the tenderer for the supply of those materials and spares in the sum of[contract price in words and figures]

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Agreement, viz.:
 - (a) the Tender Form and the Price Schedule submitted by the tenderer;
 - (b) the Schedule of Requirements;
 - (c) the Technical Specifications;
 - (d) the General Conditions of Contract;
 - (e) the Special Conditions of Contract; and
 - (f) 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 materials and spares 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 materials and spares 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 _____.

5. PERFORMANCE SECURITY FORM

To:

[Name of the Procuring entity]

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 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 the sum specified therein as security for compliance with the Tenderer’s performance obligations in accordance with the Contract.

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

THEREFORE WE hereby affirm that we are Guarantors and responsible to you, on behalf of the tenderer, up to a total of
[amount of the guarantee in words and figures],

and we undertake to pay you, upon your first written demand declaring the tenderer to be in default under the Contract and without cavil or argument, any sum or sums within the limits of

[amount of guarantee] as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

This guarantee is valid until the _____ day of 20

Signature and seal of the Guarantors

[name of bank or financial institution]

[address]

[date]

(Amend accordingly if provided by Insurance Company)

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

I,, of Post Office Box being a resident of in the Republic of do hereby make a statement as follows:-

1. THAT I am the Company Secretary/ Chief Executive/Managing Director/Principal Officer/Director of (insert name of the Company) who is a Bidder in respect of Tender

No. for(insert tender title/description) for(insert name of the Procuring entity) and duly authorized and competent to make this statement.

2. THAT the aforesaid Bidder, its Directors and subcontractors have not been debarred from participating in procurement proceeding under Part IV of the Act.

3. THAT what is deponed to herein above is true to the best of my knowledge, information and belief.

..... (Title)

.....
(Signature)

.....
(Date)

Bidder Official Stamp

7. ANTI CORRUPTION DECLARATION / COMMITMENT / PLEDGE FORM

I/We of Post Office Box declare that I/ We recognize that Public Procurement is based on a free, fair and competitive tendering process which should not be open to abuse.

I/We Declare that I/We will not offer or facilitate, directly or indirectly, any inducement or reward to any public officer, their relations or business associates, in connection with tender No. for or in the subsequent performance of the contract if I/We am/are successful.

Signed by C.E.O. or Authorized Representative.

Name

Designation.....

Signature

Date

In case of sub-contracting

Signed by CEO of the firm to be subcontracted

Name

Designation.....

Signature

Date

8. LITIGATION HISTORY FORM:

Contractor/Supplier/Service Provider should provide information on History of litigation or arbitration resulting from contracts executed in the last 5 years or currently under execution.

YEAR	AWARD FOR OR AGAINST	NAME OF CLIENT COURSE OF LITIGATION AND MATTER IN DISPUTE	DISPUTE AMOUNT (CURRENT VALUE IN KSHS /EQUIVALENT)

Date:.....

Applicants

Name:.....

Signature:.....

Full Names & Designation of the Person Signing:

.....

Stamp/ Seal.....