



# MULTIMEDIA UNIVERSITY OF KENYA

MMU is ISO 9001:2015 Certified

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## PROVISION OF MEDICAL INSURANCE COVER FOR MMU STAFF & COUNCIL MEMBERS

**TENDER NO: MMU/MI/10/2020-2021/2021-2022**

**CLOSING DATE : TUESDAY 10<sup>TH</sup> NOVEMBER, 2020 AT  
10:30AM**

**OPEN TO GENERAL PUBLIC**

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## SECTION I - INVITATION FOR TENDERS

**TENDER NAME: TENDER FOR PROVISION OF MEDICAL INSURANCE COVER FOR MMU STAFF & COUNCIL MEMBERS**

**TENDER NO: MMU/MI/10/2020-2021/2020-2022**

Multimedia University of Kenya (MMU) invites sealed from eligible providers of **Medical Insurance Cover for MMU Staff** (and their beneficiaries) and Council Members. The contract will be for a **period of one (1) year**.

The tender document may be *viewed and downloaded from the University's: [www.mmu.ac.ke](http://www.mmu.ac.ke)* or the PPIP portal: [www.tenders.go.ke](http://www.tenders.go.ke) free of charge. Tenderers who download the documents from the website **MUST** forward their particulars (**Name and Contacts**) to [procurement@mmu.ac.ke](mailto:procurement@mmu.ac.ke) for recording and/or for the purposes of receiving any further clarifications/addenda.

Prices quoted should be net inclusive of all taxes, must be in Kenya Shillings and should remain valid for ninety (**90**) days.

Completed tender documents are to be enclosed in plain sealed envelopes, marked with the tender number and be deposited in the **Tender Box** on the Ground Floor of the Administration Block I, Mbagathi Campus, addressed to:

**Vice Chancellor,  
Multi Media University of Kenya,  
P.O. BOX 15653 - 00503, NAIROBI, KENYA. MAGADI ROAD**

to be received on or before **TUESDAY 10<sup>TH</sup> NOVEMBER, 2020 AT 10:30 am**.

Tenders must be accompanied by a **Tender Security of Kshs. 600,000** in form of a bank guarantee from a reputable bank or an insurance company approved by the Procurement Regulatory Authority (Self-insured tender securities are not allowed). The **Tender Security should remain valid for 120 days** from Tender Opening date.

Tender documents (Original & Copy) **MUST be TAPE bound and pages serialized** in line with Section 74 (1) (i) of the Public Procurement and Asset Disposal Act 2015. Pagination should be in format 1, 2, 3, 4.....to the last page. Tender with Repeated pages, missing page numbers and other inconsistencies will be rejected

Tenders will be opened immediately thereafter in **Admin Conference Hall**, Administration Block I, in the presence of Tenderers who choose to attend.

Late bids will not be accepted.

**Vice Chancellor**

## 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 MMU, employees, committee members, Council 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 MMU 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 MMU, will in no case be responsible or liable for those costs. Regardless of the conduct or outcome of the tendering process
- 2.2.2 The price to be charged for the tender document shall be Kshs.1,000/=
- 2.2.3 MMU will allow the tenderer to review the tender document free of charge before purchase.

### 2.3 Contents of Tender Document

- 2.3.1 The tender documents comprise the documents listed below and addenda issued in accordance with clause 2.5 of these instructions to tenderers.
- (i) Instructions to Tenderers
  - (ii) General Conditions of Contract
  - (iii) Special Conditions of Contract
  - (iv) Schedule of Requirements
  
  - (v) Details of Insurance Cover
  - (vi) Form of Tender
  
  - (vii) Price Schedules
  - (viii) Contract Form
  - (ix) Confidential Business Questionnaire Form
  
  - (x) Tender security Form
  - (xi) Performance security Form

- (xii) Insurance Company's Authorization Form
- (xiii) Declaration Form
- (xiv) Request for Review Form

2.3.2 The Tenderer is expected to examine all instructions, forms, terms and specification in the tender documents. Failure to furnish all information required by the tender documents or to submit a tender not substantially responsive to the tender documents in every respect will be at the tenderers risk and may result in the rejection of its tender.

## **2.4 Clarification of Tender Documents**

2.4.1 A Candidate making inquiries of the tender documents may notify MMU by post, fax or by email at MMU's address indicated in the Invitation for tenders. MMU 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 MMU. 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.

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

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

## **2.5 Amendment of Tender Documents**

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

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

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

## **2.6 Language of Tenders**

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

## **2.7. Documents Comprising the Tender**

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

- (a) A Tender Form and a Price Schedule completed in accordance with paragraph 2.8, 2.9 and 2.10 below
- (b) Documentary evidence established in accordance with paragraph 2.1 that the tenderer is eligible to tender and is qualified to perform the contract if its tender is accepted;
- (c) Tender security furnished in accordance with paragraph 2.12 (if applicable)
- (d) Declaration Form.

## **2.8. Form of Tender**

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

## **2.9. Tender Prices**

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

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

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

## **2.10. Tender Currencies**

2.10.1 Prices shall be quoted in Kenya Shillings

## **2.11. Tenderers Eligibility and Qualifications**

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

2.11.2 The documentary evidence of the tenderer's qualifications to perform the contract if its tender is accepted shall establish to MMU's 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 Appendix to Instructions to Tenderers.

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



- 2.12.3 The tender security is required to protect MMU against the risk of Tenderer's conduct which would warrant the security's forfeiture, pursuant to paragraph 2.12.7
- 2.12.4 The tender security shall be denominated in Kenya Shillings or in another freely convertible currency, and shall be in the form
- a) Cash.
  - b) A bank guarantee.
  - c) Such insurance guarantee approved by the Authority.
  - d) Letter of credit.
- 2.12.5 Any tender not secured in accordance with paragraph 2.12.1. and 2.12.3 shall be rejected by MMU as non-responsive, pursuant to paragraph 2.20.5
- 2.12.6 Unsuccessful Tenderer's tender security will be discharged or returned as promptly as possible but not later than thirty (30) days after the expiration of the period of tender validity
- 2.12.7 The successful Tenderer's tender security will be discharged upon the tenderer signing the contract, pursuant to paragraph 2.28, and furnishing the performance security, pursuant to paragraph 2.29
- 2.12.8 The tender security may be forfeited:
- (a) If a tenderer withdraws its tender during the period of tender validity.
  - (b) in the case of a successful tenderer, if the tenderer fails:
    - (i) to sign the contract in accordance with paragraph 2.29 or
    - (ii) To furnish performance security in accordance with paragraph 2.28.
  - (c) If the tenderer reject correction of an arithmetic error in the tender.

## 2.13 Validity of Tenders

- 2.13.1 Tenders shall remain valid for **90 days** after date of tender opening pursuant to paragraph 2.18. A tender valid for a shorter period shall be rejected by MMU as non-responsive.
- 2.13.2 In exceptional circumstances, MMU may solicit the Tenderer's consent to an extension of the period of validity. The request and the responses thereto shall be made in writing. The tender security provided under paragraph 2.12 shall also be suitably extended. A tenderer granting the request will not be required nor permitted to modify its tender.

## 2.14. Format and Signing of Tenders

- 2.14.1 The tenderer shall prepare two copies 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.
- 2.14.2 The original and all copies of the tender shall be typed or written in indelible ink and shall be signed by the tenderer or a person or persons duly authorized to bind the tenderer to the contract. The latter authorization shall be indicated by written power-of-attorney accompanying the tender. 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 and each copy of the tender in separate envelopes, duly marking the envelopes as “ORIGINAL” and “COPY.” The envelopes shall then be sealed in an outer envelope.

2.15.2 The inner and outer envelopes shall:

- (a) be addressed to MMU at the address given in the Invitation to Tender
- (b) bear, tender number and name in the Invitation for Tenders and the words, “DO NOT OPEN BEFORE, TUESDAY 10<sup>TH</sup> NOVEMBER, 2020 AT 10:30AM

2.15.3 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”.

2.15.4 If the outer envelope is not sealed and marked as required by paragraph 2.17.2, MMU 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 MMU at the address specified under paragraph 2.17.2 no later than Wednesday **TUESDAY 10<sup>TH</sup> NOVEMBER, 2020 AT 10:30AM**

2.16.2 MMU may, at its discretion, extend this deadline for the submission of tenders by amending the tender documents in accordance with paragraph 2.6, in which case all rights and obligations of MMU and candidates previously subject to the deadline will therefore be subject to the deadline as extended.

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

## **2.17. Modification and Withdrawal of Tenders**

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

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

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

- 2.17.4 No tender may be withdrawn in the interval between the deadline for submission of tenders and the expiration of the period of tender validity. Withdrawal of a tender during this interval may result in the

Tenderer's forfeiture of its tender security, pursuant to paragraph 2.12.7.

## **2.18 Opening of Tenders**

2.18.1 MMU will open all tenders in the **ADMIN CONFERENCE HALL, ADMINISTRATION BLOCK, TUESDAY 10<sup>TH</sup> NOVEMBER, 2020 AT 10:30 AM** in the Presence of tenderers' representatives who choose to attend. 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 MMU, at its discretion, may consider appropriate, will be announced at the opening.

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

## **2.19 Clarification of Tenders**

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

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

## **2.20 Preliminary Examination and Responsiveness**

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

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

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

- 2.20.4 Prior to the detailed evaluation, pursuant to paragraph 2.20, MMU 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 MMU'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 MMU and may not subsequently be made responsive by the tenderer by correction of the nonconformity.

### **2.21. Conversion to single currency**

- 2.21.1 Where other currencies are used, MMU will convert those currencies to Kenya Shillings using the selling exchange rate on the date of tender closing provided by the Central Bank of Kenya.

### **2.22. Evaluation and Comparison of Tenders**

- 2.22.1 MMU will evaluate and compare the tenders which have been determined to be substantially responsive, pursuant to paragraph 2.20
- 2.22.2 MMU's evaluation of a tender will take into account, in addition to the tender price, the following factors, in the manner and to the extent indicated in paragraph 2.22.3.
- a. operational plan proposed in the tender;
  - b. deviations in payment schedule from that specified in the Special Conditions of Contract
- 2.22.3 Pursuant to paragraph 2.22.2. the following evaluation methods will be applied.

#### **(a) Operational Plan**

MMU 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 MMU'S required delivery time will be treated as non-responsive and rejected.

#### **(b) Deviation in payment schedule**

Tenderers shall state their tender price for the payment on schedule outlined in the special conditions of contract.

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

## **2.23 Post-qualification**

2.23.1 MMU 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.

2.23.2 The determination will take into account the tenderer financial and technical capabilities. It will be based upon an examination of the documentary evidence of the tenderers qualifications submitted by the tenderer, pursuant to paragraph 2.11.2, as well as such other information as MMU deems necessary and appropriate

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

## **2.24 Award Criteria**

2.24.1 Subject to paragraph 2.29 MMU 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 price, provided further that the tenderer is determined to be qualified to perform the contract satisfactorily.

2.24.2 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.

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

2.25.1 MMU 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 MMU's action. If MMU determines that non of the tenders is responsive, MMU shall notify each tenderer who submitted a tender.

2.25.2 MMU 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.

2.25.3 A tenderer who gives false information in the tender document about is 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.

## **2.26 Notification of Award**

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

2.26.2 The notification of award will signify the formation of the contract subject to the

signing of the contract between the tenderer and MMU pursuant to clause 2.9. Simultaneously the other tenderers shall be notified that their tenders were not successful.

- 2.26.3 Upon the successful Tenderer's furnishing of the performance security pursuant to paragraph 2.29 MMU will promptly notify each unsuccessful Tenderer and will discharge its tender security, pursuant to paragraph 2.12

### **2.27 Signing of Contract**

- 2.27.1 At the same time as MMU notifies the successful tenderer that its tender has been accepted, MMU will simultaneously inform the other tenderers that their tenders have not been successful.
- 2.27.2 Within fourteen (14) days of receipt of the Contract Form, the successful tenderer shall sign and date the contract and return it to MMU.
- 2.27.3 The contract will be definitive upon its signature by the two parties.
- 2.27.4 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.

### **2.28 Performance Security**

- 2.28.1 The successful tenderer shall furnish the performance security in accordance with the Conditions of Contract, in a form acceptable to MMU.
- 2.28.2 Failure by the successful tenderer to comply with the requirement of paragraph 2.28 or paragraph 2.29 shall constitute sufficient grounds for the annulment of the award and forfeiture of the tender security, in which event MMU may make the award to the next lowest evaluated tender price or call for new tenders.

### **2.29 Corrupt or Fraudulent Practices**

- 2.29.1 MMU 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.
- 2.29.2 MMU 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
- 2.29.3 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	<i>Particulars of Appendix to instructions to tenderers</i>
2.1	<b>Medical Insurance Providers Licensed by the Insurance Regulatory Authority</b>
2.9	Price to be charged for tender documents. <b>The tender document shall be downloaded FREE OF CHARGE from <a href="http://www.mmu.ac.ke">www.mmu.ac.ke</a> OR <a href="http://www.tenders.go.ke">www.tenders.go.ke</a></b>
2.12.1	<b>Tender security of Ksh. 600,000</b> in the form of Bank Guarantee from a reputable bank or an insurance company approved by the Public Procurement Regulatory Authority and <b>valid for 120 days</b> from the date of tender opening <b>Self-insured tender securities are not allowed</b>
2.13.1	<b>Validity of Tenders: 90 days</b>
2.14.1	Bidders shall provide 1 ORIGINAL and 1 copy of the tender document with serialized pages and tape bound
2.15.2 (b)	<b>The closing date of the tender shall be: TUESDAY 10<sup>TH</sup> NOVEMBER, 2020 AT 10:30 am.</b>
2.16.1	<i>As 2.15.2 (b) above</i>
2.18.1	<i>As 2.15.2 (b) above</i>
2.22	<p><b>Evaluation &amp; Comparison of tenders</b></p> <p>The evaluation and comparison of tenders shall be as follows:-</p> <p><b>Confirmation of compliance with Mandatory requirements.</b></p> <ul style="list-style-type: none"> <li>• Bidders who fail to comply with any of the mandatory requirements shall be treated as non-responsive and rejected at this stage.</li> </ul> <p><b>Technical Evaluation.</b></p> <ul style="list-style-type: none"> <li>• Bidders who were responsive under the mandatory evaluation criteria shall be evaluated as per the Technical Evaluation Criteria set out in the table below. Bidders are required to score at least</li> </ul>

	<p>70% to qualify for further evaluation under the Financial Evaluation Criteria.</p> <p><b>Financial Evaluation.</b></p> <ul style="list-style-type: none"> <li>• The quotations received from the responding bidders shall be evaluated and ranked from the lowest to the highest provided that the quotations were obtained from the eligible insurers as specified in Section 4.1.</li> </ul> <p>The financial evaluation shall also take into consideration the <b>Price Schedule Form</b> and any conditions attached to the quotations for each class of insurance specified in tables of Schedule of Insurance Requirements such as exclusion clauses which will not be favorable to MMU</p>
2.25.1	<p>The provision of insurances services will be awarded to the overall lowest evaluated bidder</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 MMU 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 MMU under the Contract.
- (d) “MMU” means the organization procuring the services under this Contract (Multimedia University of Kenya) (MMU)
- (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 MMU'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 MMU 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 MMU'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 MMU and shall be returned (all copies) to MMU on completion of the contract's or performance under the Contract if so required by MMU.

### **3.5. Patent Rights**

- 3.5.1 The Contractor shall indemnify MMU 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 MMU the performance security where applicable in the amount specified in SCC
- 3.6.2 The proceeds of the performance security shall be payable to MMU 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 shall be denominated in the currency of the Contract, or in a freely convertible currency acceptable to MMU and shall be in the form of:
- a) Cash
  - b) A bank guarantee.
  - c) Such insurance guarantee approved by the Authority.
  - d) Letter of credit.
- 3.6.4 The performance security will be discharged by MMU 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 MMU 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 MMU, 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 MMU'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 MMU 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 MMU's prior written consent.

### **3.11. Termination for Default**

3.11.1 MMU 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 MMU.
- (b) If the Contractor fails to perform any other obligation(s) under the Contract

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

3.11.2 In the event MMU 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 MMU 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 MMU 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 MMU.

### **3.13. Termination for Convenience**

3.13.1 MMU 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 MMU's convenience, the extent to which performance of the contractor of the contract is terminated and the date on which such termination becomes effective.

3.13.2 For the remaining part of the contract after termination MMU 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 MMU and the contractor shall make every effort to resolve amicably by direct informal negotiations and disagreement or disputes arising between them under or in connection with the contract

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

### **3.15. Governing Language**

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

### **3.16. Applicable Law**

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

### **3.17 Force Majeure**

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

### **3.18 Notices**

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

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

**SECTION IV - SPECIAL CONDITIONS OF CONTRACT****Special Conditions of Contract as relates to the General Conditions of Contract**

<b>Reference of general conditions of Contract</b>	<b>Special condition of contract</b>
3.6 Performance security	Not applicable
3.7 Delivery of Services	The insurance service provider shall be required to confirm cover before the commencement date by delivering the insurer's confirmation endorsements, Policy Document and insurance certificates where applicable. The policy document shall be prepared and delivered within 30 days from the cover commencement date.
3.8 Payment	Payment of premium shall be made by MMU as specified under clause 3.82
3.9 Price adjustment	<b>No Price adjustments allowed.</b>  <b>However, the policies should be able to provide for additions and or reductions of the same at similar price (where applicable)</b>
3.14 Dispute resolution	In case of a dispute between the service provider & the procuring entity, the same shall be resolved amicably between the parties in the first instance failure to which the dispute shall be referred to arbitration as per the provisions of the Arbitration Act of 1995(Cap 49) before a single arbitrator to be agreed on by the parties and in failure of such an agreement by the Chairperson for the time being of the Chartered Institute of Arbitrators Kenya Branch and any award given shall be final
3.16 Applicable law	Laws of Kenya
3.18 Notices	<b>Vice Chancellor,</b> <b>Multi Media University of Kenya,</b> P.O. BOX 15653 - 00503, NAIROBI, KENYA. MAGADI ROAD Tel. +254 20 2071391, Fax: +254 20 2071247

## SECTION V - SCHEDULE OF REQUIREMENTS

1. Bidders are required to provide their quotations based on the format of the appended **Schedule of Insurance Requirements** and should enumerate all the exclusions, extensive and special clauses, policy limitations and excess applicable under each of the policies.
2. Bidders will be required to provide a summary of their quotations based on the format of the appended Price Schedule Form. Bidders must take into consideration the arrangement of the policies as presented in the Price Schedule Form while making their recommendations of the underwriters for the various policies.
3. Any special requirements in respect to each class of insurance have been provided in the Schedule of Insurance Requirements. Such requirements must be considered and addressed in the bids.
4. It should be made clear to all participating underwriters that the insured values could be subject to revision to incorporate changes occurring before cover commencement date.

## SECTION V - SCHEDULE OF REQUIREMENTS

### TERMS OF REFERENCE FOR MEDICAL INSURANCE COVER FOR MANAGEMENT AND STAFF OF MULTIMEDIA UNIVERSITY OF KENYA

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#### 1.0 Introduction

MULTIMEDIA UNIVERSITY OF KENYA (MMU) is one of the public Universities established under the Public Universities Act (2012). MMU intends to contract the services of an experienced **Medical Insurance Provider** to provide medical insurance services for **One (1) year** to:

- a) The Executive Management Staff and Council members.
- b) Staff of Multimedia University of Kenya plus their immediate dependants (spouses and children).

#### 2.0 Objective of the Medical Cover

The primary objective is to provide a comprehensive and enhanced in-patient and out-patient general medical and maternity cover for the Management, MMU staff and their immediate dependants.

#### 3.0 Scope

The provider is expected to provide efficient and effective medical services for the staff and their immediate dependants.

#### 4.0 Specific services:

The Health Insurance Provider is expected to provide the following medical services;



## DESCRIPTION OF SERVICES AND SCOPE OF COVER

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### 1. INPATIENT COVER - AS PER THE LIMITS

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

#### **General inpatient services**

1. Diagnostic consultation services from medical practitioners registered with the Kenya Medical Practitioners and Dentists Board.
2. Specialist's fees including doctor's, surgeons, anesthetists, psychiatrists, etc.
3. Hospital Accommodation for Executive Management and Council must be in Executive Self-contained Private Room/Suite
4. Hospital accommodation for the various cadre of Staff and dependants in standard rooms
5. Operating theatre fees, High Dependency Unit, Intensive Care Unit charges, Laboratory, X-ray, Ultrasound and Physiotherapy services.
6. Electrocardiographs, electroencephalographs, electroconvulsive therapy, occupational therapy, angiographs, angiograms, psychographs and any other medical procedure advised by a qualified and duly licensed medical practitioner.
7. Scheduled drugs, dressings and other medical or surgical materials purchased on the recommendation of an approved medical practitioner or an approved pharmacist such as costs, splints, trusses, braces, crutches, or artificial limbs prescribed as a result of accidental bodily injury or disease.
8. Caretaker fees for pediatric admissions of age eight (8) years and below; caretaker fees should include bed and meals for the caretaker.
9. Medical services for all pre-existing conditions and the usual chronic conditions such as cardiac disease, asthma, hypertension, carcinoma, diabetes mellitus, psychiatric conditions, etc. Pre-existing and chronic conditions (including cancer) to be covered in full annual limit
10. Medical services for HIV/AIDS including counseling, treatment, providing anti-retroviral and other related drugs

**11. Medical services for infectious viral disease including Covid 19.**

**12. Road and air ambulance evacuation within Kenya.**

**Other Inpatient Benefits**

- a) Accidental and illness hospitalization costs (accommodation, doctor(s)' fees, operating theatre, ICU charges, physiotherapy)
- b) Cover should include riots, strikes and civil commotions.
- c) Cover should include Acts of terrorism
- d) Cover should include Transplant services - transplant of cornea, small bowel, kidney, kidney/pancreas, liver, heart, lung or heart/lung transplant Bed entitlement (semi private or private) : standard ward bed net of NHIF rebate per day
- e) Hospital Accommodation Charges.
- f) Pathology, X-ray, Ultrasound, ECG and Computerized Tomography, MRI Scans
- g) Radiotherapy and Chemotherapy
- h) In-Patient Physiotherapy, Hydrotherapy, Chemotherapy and Radiotherapy
- i) Emergency Road and Air Evacuation within East Africa leading to admission using rotary and fixed wing air rescue.
- j) Overseas and local evacuations where treatment is not locally available.
- k) Day care Surgery for minor surgical treatment that may not require admission.
- l) Hospital accommodation for accompanying parent and / or guardian for Hospitalized children
- m) Post Hospitalization benefit
- n) Congenital defects/ genetic disorders.
- o) Rehabilitation services and limits covered.
- p) Medical education and wellness program for members with pre-existing and chronic conditions
- q) Repatriation of the mortal remains
- r) Renal dialysis
- s) Child welfare
- t) Physiotherapy
- u) Occupational therapy

- v) Mental illness including intentional self-injury and suicide
- w) All sexually transmitted infections (STD)
- x) Illnesses resulting from alcohol intoxication
- y) Last expense cover

***(Bidder must clearly state all their exclusions under this benefit structure)***

**B)OUT-PATIENT MEDICAL SERVICES**

1. Routine Outpatient consultations
2. Surgery
3. Dressing
4. Maternity
5. Optical benefits should be at Kshs. 40,000 and Kshs.50, 000 per annum for members of staff and Executive Management respectively.
6. Dental benefits should be at Kshs. 40,000 and Kshs.50, 000 per annum for members of staff and Executive Management respectively.
7. Prescribed physiotherapy
8. Prescribed routine laboratory tests
9. HIV/AIDS Counseling, testing and provision of anti-retroviral drugs
10. Medical services for all pre-existing conditions and the usual chronic conditions such as cardiac disease, asthma, hypertension, carcinoma, diabetes mellitus, psychiatric conditions, etc.
11. Attendance to other opportunistic and terminal illness such as TB, cancer etc
12. At least one general medical checkup
13. Any other out-patient services not mentioned herein above.
14. Diagnostic Laboratory and Radiology services (X-Ray, Ultrasound, MRI, and CT Scans)
15. Prescribed drugs and dressing
16. Spirometry (Lung Function Test)
17. Routine Immunizations
18. KEPI Vaccinations,
19. Pap smear for ladies and PSA for men Routine Antenatal Checkups
20. Post-natal care
21. Newly diagnosed chronic Conditions
22. Pre- existing and Chronic conditions (including Cancer)
- 23. Medical services for infectious viral disease including Covid 19.**
24. Ambulance and evacuation Services using road, rotary and fixed wing air rescue.
25. Preventive care: to include free Medical camps, Mobile Clinics for events, counseling on life style and wellness
26. Referral OPD

***Bidders must clearly state all their exclusions under this benefit structure***

**MATERNITY BENEFIT**

1. Pre-natal and post-natal clinical visits to be expressly provided for in the cover based on various cadres and to be separated from the Inpatient maternity cover benefit.
2. Maternity is to be covered up to One Hundred Thousand (Kshs.100,000) for normal delivery including pre-term delivery and One Hundred and Fifty Thousands (Kshs.150, 000) first (emergency) and subsequent caesarean sections.
3. Pregnancy related cases and complications to be covered within the in-patient/outpatient benefits as applicable.
4. Routine immunization (KEPI) and baby friendly vaccines
5. Maternity benefit available to principal member and their spouse only
6. Congenital conditions

**DENTAL COVER (AS PER THE LIMITS):**

- a) Dental consultation and anesthetist fees
- b) Dental X-ray
- c) Root canal
- d) Tooth extraction
- e) Scaling Accident related Dental treatment

**OPTICAL (AS PER THE LIMITS)**

- a) This benefit caters for expenses related to eye treatment. Optical cover includes the cost of lens and frames.
- b) Prescription for ophthalmic treatment and eye lenses

**INTERNATIONAL & DOMESTIC REFERRALS**

- a) The services required.
- b) Referral to medical institutions that offer specialized services not available in the country

**MEDICAL EVACUATION - THE SERVICES REQUIRED:**

- a) Road Evacuation
- b) Air evacuation

## **COVER ADMINISTRATION & BENEFITS**

1. Biometric Registration
2. Mobile registration of the member using ICT technology 24 X 7 Call centre
3. Sensitization of staff on Healthcare and Last expense Provide Annual health talks
4. Prevention of Medical fraud / Fraud management
5. Control over utilization of medical entitlements
6. Automatic addition and deletion
7. The bidder should have a smart card access system
8. Hospital Accommodation for Executive Management and Council must be in Executive Self-contained Private Room/Suite
9. Hospital accommodation for the various cadre of Staff and dependants in standard rooms and general ward respectively
10. In-patient, Out-patient, benefits should be clearly outlined and distinguished with due regard to the different cover limits.
11. Claims reporting period - Upfront or within 96 hours on admission For reimbursement Cases within 90 days of illness and refund processing period of 10 days

## **OTHER BENEFITS**

1. There should be no waiting period upon execution of the Contract and provision in admitting new members of staff to the scheme immediately upon engagement.
2. All chronic illnesses, congenital defects, all pre-existing conditions and HIV-Aids to be covered within inpatient and outpatient covers as applicable.
3. Last respect expense of Kshs. 50,000 to be provided for all insured members (including dependents).
4. Lower limit: Children Dependants - From birth to 21 years. Those above 21 years who are still dependants have proof of undergoing an approved course or full time training shall be covered up to the age of 25 years as outlined in the University Medical Policy.
5. Member upper age limit of 75 years.
6. Provide a draft Service Level Agreement (SLA) to include:
  - a) Inception presentation to all staff at the Main Campus, Mbagathi, Magadi Road
  - b) Turnaround periods for claim reimbursements should not to exceed 7 days
  - c) Issuing of medical cards should not exceed 14 days upon execution of the Contract

- d) Pre-authorization
  - e) Group utilization reports every 5th day of the month
  - f) Review meetings
  - g) Health talks and health nuggets within the cover period at Main Campus and CBD Campus.
7. Declare all exclusions for medical insurance cover
  8. To provide proof of wide network of medical services covering hospitals, doctors/specialists, pharmacists etc. The list of hospitals, pharmacists, doctors/specialists etc should include NHIF hospitals covered. Further, provide for inclusion of special consultants for staff.
  9. Proof of financial soundness, integrity and quality of service delivery.
  10. Bidders to attach their draft medical policy.

**THE HEALTH INSURANCE PROVIDER WILL BE EXPECTED TO:**

- a) Deliver health talk to scheme members.
- b) Liaise with the Human Resources Department to get the details of all employees and their dependants.

**LIST OF SERVICE PROVIDERS - NETWORK COVERAGE.**

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

1. The Bidder must provide a comprehensive list of their nominated service providers including contact numbers i.e. hospitals, clinics, pharmacies, consultants, etc. with a view to addressing the population distribution of the membership. Where such facilities registered by the Health Insurance Provider can be accessed
2. Full details of towns where the insurance company is represented.
3. The appointed hospitals, clinics and doctors all over the country that can be accessed by MMU employees and their dependants in ALL the 47 Counties (attach their respective lists).
4. Full details of the medical cover outside Kenya and all exclusions that are applicable.
5. the Health Insurance Provider should be able to:
  - a) Meet/ reimburse the cost of treatment of employees and their dependants and/or
  - b) Liaise with the local medical institutions and private doctors to offer needed service.

- c) Periodically update on the execution of the scheme and service delivery.

Such a scenario may be in cases of emergency and being in a region where the Health Insurance Provider does not have a network.

#### **MISUSE OF THE MEDICAL COVER**

The Health Insurance Provider is expected to report to MMU immediately in case of any misuse of the medical cover by the beneficiaries.

#### **REPORTING**

The Health Insurance provider shall be responsible to the Vice Chancellor through the Deputy Vice-Chancellor, AFP.

**MEDICAL INSURANCE SCHEME****ITEM 1****PROPOSED SPECIFICATIONS OF INPATIENT AND OUTPATIENT MEDICAL INSURANCE SCHEME**

*Bidders are required to fill in the cover benefits (for items that are not specified) within the inpatient and outpatient cover limits. They are also required to indicate amounts where applicable.*

<b>COVER BENEFITS</b>	<b>A (COUNCIL MEMBERS AND EXECUTIVE MANAGEMENT)</b>	<b>B (GRADES 11- 15)</b>	<b>C (GRADES 4 - 10)</b>
Inpatient per family	2,000,000	750,000	500,000
Outpatient per family	250,000	100,000	75,000
Maternity per family	100,000	100,000	100,000
1 <sup>st</sup> Ever Emergency Caesarian	150,000	150,000	150,000
Dental per family	50,000	40,000	40,000
Optical per family	50,000	40,000	40,000
Congenital & Prematurity Cover			
Pre-existing, Chronic Conditions			
Last Expense	50,000	50,000	50,000
Room Entitlement	Executive self-contained Private room	Standard private room up	General Ward Bed
Post Hospitalization			
Inpatient accidental dental cover			
Inpatient accidental optical cover			
Inpatient non- accidental dental cover			
Inpatient non- accidental optical cover			



Psychiatric conditions			
Wellbeing clinic			
Vaccinations			
Cover outside Kenya			
Overseas Cover			
Waiting period for new members.			
Children dependants Age limit			
Upper cover limit			
Lodger Fees			
Emergency Air evacuation subject to pre-authorization(Pre-authorization required)			
International emergency medical cover			
Emergency local road ambulance services leading to admission			
Infectious viral disease including Covid 19, both inpatient and outpatient			
Reimbursement option			

**NB: Bidders may include other benefits not indicated in the above table**

**ITEM 2****SUMMARY OF NUMBER OF STAFF & DEPENDANTS**

<b>CATEGORY</b>	<b>MMU GRADE</b>	<b>M</b>	<b>M+1</b>	<b>M+2</b>	<b>M+3</b>	<b>M+4</b>	<b>TOTAL</b>
<b>A</b>	Executive Management & Council Members	6	2	0	1	0	9
<b>B</b>	MNT 11 - 15	11	17	23	43	55	149
<b>C</b>	MNT 4 - 10	58	34	48	54	44	238
<b>TOTAL</b>							<b>396</b>

**KEY:****Key:**

- M - Employee
- M+1 - Employee + One Dependant
- M+2 - Employee + Two Dependants
- M+3 - Employee + Three Dependants
- M+4 - Employee + Four Dependants

**EVALUATION CRITERIA****A) PRELIMINARY EVALUATION****CONDITIONS TO BE MET BY INSURANCE COMPANIES (UNDERWRITERS)**

1.	Mandatory Documents	(YES/NO)
a)	Must be registered and licensed with the Insurance Regulatory Authority as a <b>Medical Insurance Provider</b> for the current year (2020) (attach copy of current license)	
b)	Registration as a member of AKI for the current year 2020 (attach a copy of certificate)	
c)	A copy of Valid Tax Compliance Certificate from KRA	
d)	A copy of Certificate of Incorporation/Registration	
e)	Duly completed, signed and/or stamped Form of Tender by a person authorized by the Underwriting firm	
f)	Must submit a dully filled up Confidential Business Questionnaire in format provided	
g)	Must attach a valid CR12 showing the shareholders of the firm, citizenship or a list of directors of shareholders, shareholding and citizenship or a sworn affidavit of the directors of the company.	
h)	Must have done annual gross premiums in previous year of <b>Ksh 2 Billion</b> evidenced by submitted Certified Audited Accounts of 2019	
i)	Must have paid up capital of at least <b>Kshs. 500 Million</b> (attach evidence of Financial Statement from Certified Audited Accounts of 2019)	
j)	<b>Original Tender security of Ksh. 600,000</b> in the form of Bank Guarantee from a reputable bank or an insurance company approved by the Public Procurement Regulatory Authority and <b>valid for 120 days</b> from the date of tender opening. <b>Self-insured tender securities are not allowed</b>	
k)	Must fill the self-declaration that the person/tenderer is not debarred in the matter of the Public Procurement and Asset Disposal Act 2015 ( <b>Form SD1 attached</b> )	
l)	Must fill the self-declaration that the person/tenderer will not engage in any corrupt or fraudulent practice ( <b>Form SD2 attached</b> )	
m)	ORIGINAL & COPY of the tender document must i) Have <b>pages serialized</b> in line with Section 74 (1) (i) of the Public Procurement and Asset Disposal Act 2015. Pagination should be in format 1, 2, 3, 4.....to the last page. Tender with Repeated pages, missing page numbers and other inconsistencies will be rejected ii) Be <b>properly bound with TAPE</b> (spiral binding & box files will not be accepted)	

**NOTE: Bidders MUST meet all the mandatory requirements to qualify for technical evaluation.**

**B) TECHNICAL EVALUATION CRITERIA - UNDERWRITING COMPANIES**

S/NO.	DESCRIPTION OF CRITERIA	SUB-CRITERIA	TOTAL SCORE
1.	Firm's experience in staff medical insurance business.	<p>a) No. of years during which firm offered staff medical insurance services in the last 5 years (i.e. 2019; 2018; 2017; 2016; 2015)</p> <p>i) 1 yr - 1 marks  ii) 2 yrs - 2 marks  iii) 3 yrs - 3 marks  iv) 4 yrs - 4 marks  v) 5 yrs - <b>5 marks</b></p> <p>b) Five (5) major clients (of similar magnitude in nature and size to MMU) to whom the bidder has offered staff medical insurance services in the last 5 years:</p> <p>i) 1 firm - 2 marks  ii) 2 firms - 4 marks  iii) 3 firms - 6 marks  iv) 4 firms - 8 marks  v) 5 firms - <b>10 marks</b></p> <p>NB: Must attach evidence in form of LPO's; contracts; award letters from clients served where such service was offered.</p>	15
2.	Firm's Financial Capacity	<p><b>Three (3 years') Certified Audited Accounts (2019; 2018; 2017) with proof of sound financial stability in each year. The insurers must meet the following liquidity and solvency parameters:</b></p> <ul style="list-style-type: none"> <li>• Solvency Ratio i.e. Debts to Assets Ratio - acceptable threshold shall be a maximum of 2 (<b>3marks</b>)</li> <li>• Claims Coverage Ratio i.e. Net Liquid Assets to Outstanding Claims Ratio - the acceptable threshold shall be a minimum of 1 (<b>3 marks</b>)</li> <li>• Current Ratio i.e. Current Assets to Current Liabilities Ratio - the acceptable threshold shall be a minimum of 1 - (<b>3marks</b>)</li> </ul> <p>Highest medical insurance business volume handled in the last three (3 years).</p> <p>a) Over Ksh. 500,000,000 - <b>3 marks</b>  b) Up to Ksh. 300,000,000 - <b>2 marks</b>  c) Ksh. 200,000,000 and below - <b>1 marks</b></p> <p>NB: Provide LPO's, Contracts or award letters from clients as confirmation of business volume.</p>	12

3.	Qualifications and experience of key staff	<p>Attach CV's and copies of academic professional certificates of:</p> <p>a) 2 staff in senior management handling the medical scheme with Degree or Advanced Diploma in Insurance or equivalent - <b>5 marks</b></p> <p>b) 2 care Managers handling the medical scheme with Advanced Diploma in Insurance or equivalent - <b>5 marks</b></p> <p><b><i>(The attached CV's must be signed by the key staff/employer accompanied by evidence of employment)</i></b></p>	10
4.	Adequacy of medical service providers	<p>a) The bidder should have a wide network of medical service providers within Nairobi County, equally distributed within the Nairobi Geographical Region; with at least 10 major hospitals listed and 30 other medical service providers:</p> <p>i) List of 10 Major Hospitals within Nairobi including</p> <ul style="list-style-type: none"> <li>• Nairobi Hospital</li> <li>• Aga Khan Hospital</li> <li>• MP Shah Hospital</li> <li>• Mater Hospital</li> <li>• Kenyatta National Hospital</li> <li>• Coptic Hospital</li> <li>• Gertrude's Children's Hospital,</li> <li>• Karen Hospital - <b>5 marks</b></li> </ul> <p>ii) List of 30 other hospitals within Nairobi - <b>2 marks</b></p> <p>b) The bidder should have a wide network of contracted medical service providers spread out in all the other 46 Counties, with at least 2 hospitals in each County. (Provide the list of Counties indicating the name of Hospitals) = <b>3 marks</b></p> <p>c) Evidence of established international network of service provider panel for overseas referrals and the bidder should also clearly indicate the procedures involved during such referral process - = <b>1 marks</b></p>	10
5.	Emergency evacuation services (air evacuation and road ambulance services)	<p>The Bidder must have contractual agreements for emergency air evacuation and road ambulance services. Attach list of contracted companies, their contacts and copies of contractual agreements.</p> <p>a) 1 service provider - <b>2 marks</b></p> <p>b) 2 service providers - <b>5 marks</b></p>	5

6.	Scope of medical insurance cover	<p>Bidder must demonstrate that they clearly understand MMU's scope of cover by clearly detailing all provisions for the category and limits per item:</p> <ul style="list-style-type: none"> <li>a) Inpatient - <b>4 marks</b></li> <li>b) Out-patient - <b>4 marks</b></li> <li>c) Maternity - <b>3 marks</b></li> <li>d) Dental - <b>3 marks</b></li> <li>e) Optical - <b>3 marks</b></li> <li>f) Clearly indicate sub limits on the above cover aspects - <b>2 marks</b></li> <li>g) Last expense provisions - <b>1 mark</b></li> </ul>	20
7.	Methodology and work plan	<p>The bidder must demonstrate expedient service delivery mechanisms in terms of inquiries, admission procedures, turn-around time to resolve member queries - <b>2 marks (attach recommendations from at least 4 clients).</b></p> <p>The bidder must indicate the procedure and timelines for processing of last expense for the principal member - <b>2 marks</b></p> <p>The Bidder must indicate their claims reimbursement procedure and timelines for cash refunds - <b>2 marks</b></p> <p>The bidder must provide for and indicate the procedure for refund of pro-rata premiums for staff who have exited from the medical scheme data base - <b>2 marks</b></p> <p>The bidder must indicate the procedure for handling entries into (additions) and exits from (deletions) the scheme. All new members added to the scheme either through employment; marriage or newly born children will automatically be entitled to the medical scheme and NO WAITING period will apply - <b>2 marks</b></p>	10
8.	Scheme value-add services & member education;	<ul style="list-style-type: none"> <li>a) Bidder must demonstrate that they allow annual medical check-ups for staff - <b>3 marks</b></li> <li>b) The bidder must provide a detailed member sensitization/education schedule for staff - <b>5 marks</b></li> <li>c) The bidder must demonstrate that they have a biometric service provider - <b>5 marks (attach agreement letter with bio-metric service provider)</b></li> </ul>	13
9	Sample Medical Insurance Cover Policy	Avail a <b>Sample Medical Insurance Cover policy</b> document indicating benefits, exclusions, extensive & special clauses and policy limitations	5
<b>TOTAL TECHNICAL EVALUATION SCORE</b>			<b>100</b>

**NOTE:**

The total score for Technical Evaluation is 100 marks.

Only bidders who score 70% and above will be considered for Financial Evaluation.

Those who score below 70% will be eliminated at this stage from the entire evaluation process and will therefore not proceed to the next stage.

**C) FINANCIAL EVALUATION**

Bidders who are successful at preceding stages of evaluation will have their prices compared and award recommended to the lowest evaluated responsive bid.

However, bidders who have had unsatisfactory past performance on provision of staff medical cover shall not be recommended for award.

Bidders should also give options of installments in the payment of premiums by the University **preferably three (3) installments.**

Bidders should fill **PRICE SCHEDULE FORM** on page **42** of **49**

## SECTION VI - STANDARD FORMS

### Notes on the standard Forms

1. **Form of TENDER** - The form of Tender must be completed by the tenderer and submitted with the tender documents. It must also be duly signed by duly authorized representatives of the tenderer.
2. **Price Schedule Form** - The price schedule form must similarly be completed and submitted with the tender.
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 is completed by the tenderer and submitted with the tender documents
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 MMU.
6. **Letter of notification of award**
7. **Form RB 1** - Public Procurement Administrative Review Board
8. **Self Declaration Forms**
  - a) Bidder not debarred in the matter of PPAD Act 2015 - **Form SD1**
  - b) Bidder shall not engage in any corrupt or fraudulent practice - **Form SD2**



**FORM OF TENDER**

Date

To: Multimedia University of Kenya  
P.O Box 15653-0503  
NAIROBI.

Tender No.  
Tender Name

Gentlemen and/or Ladies:-

1. Having examined the Tender documents including Addenda No. (Insert numbers) ..... the receipt of which is hereby duly acknowledged, we the undersigned, offer to provide Insurance Services under this tender in conformity with the said Tender document for the sum of Kshs.....[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 \_\_\_\_ 2020

[Signature] [In the capacity of]

Duly authorized to sign tender for and on behalf of \_\_\_\_

**PRICE SCHEDULE FORM**

**RATES PER FAMILY INCLUSIVE OUTPATIENT, INPATIENT, LAST EXPENSE AND MATERNITY (THESE ARE THE RATES TO BE USED TO LOAD ANY ADDITIONAL PREMIUM FOR ADDITIONAL MEMBERS DURING THE CONTRACT PERIOD).**

**RATES PER FAMILY INCLUSIVE OUTPATIENT, INPATIENT LAST EXPENSE AND MATERNITY (YEAR 1)**

<b>FAMILY SIZES</b>		<b>Premium Per Family Unit (Kshs.)</b>	<b>TOTAL PREMIUMS (KSHS.)</b>
<b>CATEGORY A</b>	<b>No. of Units</b>		
M	6		
M + 1	2		
M + 2	0		
M + 3	1		
M + 4	0		
<b>Sub total</b>	<b>9</b>		
<b>CATEGORY B</b>			
M	11		
M + 1	17		
M + 2	23		
M + 3	43		
M + 4	55		
<b>Sub total</b>	<b>158</b>		
<b>CATEGORY C</b>			
M	58		
M + 1	34		
M + 2	48		
M + 3	54		
M + 4	44		
<b>Sub total</b>	<b>238</b>		
<b>GRAND TOTAL</b>	<b>396</b>		

## CONTRACT FORM

THIS AGREEMENT made the date of \_\_\_\_\_ 2020 between [name of Procurement entity] of [country of Procurement entity] hereinafter called “MMU”) of the one part and [name of tenderer] of [city and country of tenderer] [hereinafter called “the tenderer”) of the other part:

WHEREAS MMU 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) MMU’s Notification of Award
3. In consideration of the payments to be made by MMU to the tenderer as hereinafter mentioned, the tenderer hereby covenants with MMU to provide the GPA cover and to remedy defects therein in conformity in all respects with the provisions of the Contract.
4. MMU 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 MMU)

Signed, sealed, delivered by \_\_\_ the \_\_\_ (for the tenderer) in the presence of \_\_\_\_\_

**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.

<p><b>Part 1 General</b></p> <p>Business Name.....</p> <p>Location of Business Premises .....</p> <p>Plot No, ..... Street/Road.....</p> <p>Postal address ..... Tel No. .... Fax Email.....</p> <p>Nature of Business .....</p> <p>Registration Certificate No. ....</p> <p>Maximum value of business which you can handle at any one time - Kshs. ....</p> <p>Name of your bankers.....</p> <p>Branch .....</p>
---

	<b>Part 2 (a) - Sole Proprietor</b>			
	Your name in full.....Age.....			
	Nationality.....Country of Origin.....			
	Citizenship details .....			
	<b>Part 2 (b) - Partnership</b>			
	Given details of partners as follows			
	Name	Nationality	Citizenship details	Shares
	1. ....	.....	.....	
	2. ....	.....	.....	
	3. ....	.....	.....	
	4. ....	.....	.....	
	<b>Part 2 (c) - Registered Company</b>			
	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.....			

## TENDER SECURITY FORM

Whereas [*name of Bidder*] (hereinafter called <the tenderer> has submitted its bid dated [*date of submission of bid*] for the provision of insurance services (hereinafter called <the tender>

KNOW ALL PEOPLE by these presents that WE [*name of bank*] of [*name of country*], having our registered office at [*name of procuring entity*] (hereinafter called <MMU> in the sum of [*state the amount*] for which payment well and truly to be made to the said procuring entity, the Bank binds itself, its successors, and assigns by these presents. Sealed with the Common Seal of the said Bank this day of \_\_\_\_\_ 20 \_\_\_\_\_

THE CONDITIONS of this obligation are:-

1. If the tenderer withdraws its tender during the period of tender validity specified by MMU on the Form; or
2. If the tender, having been notified of the acceptance of its tender by MMU during the period of tender validity
  - (a) fails or refuses to execute the Contract Form, if required; or
  - (b) fails or refuses to furnish the performance security, in accordance with the Instructions to tenders.

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

This tender guarantee will remain in force up to and including thirty (30) days after the period of tender validity, and any demand in respect thereof should reach the Bank not later than the above stated date.

[Authorized Signatories and official stamp of the Bank]

**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 30 days of the date of this letter but not earlier than 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

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. No.....Email ....., hereby request the Public Procurement Administrative Review Board to review the whole/part of the above mentioned decision on the following grounds , namely:-

- 1.
  - 2.
- etc.

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

- 1.
  - 2.
- etc

SIGNED .....(Applicant)

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

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**FOR OFFICIAL USE ONLY**

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

SIGNED

**Board Secretary**

**SELF DECLARATION FORMS**

**FORM SD1**

(r.47)

**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 mentioned to hereinabove is true to the best of my knowledge, information and belief.

.....  
.....  
(Date) (Title) (Signature)

Bidder Official Stamp



**FORM SD2:**

**SELF DECLARATION THAT THE PERSON/TENDERER WILL NOT ENGAGE IN ANY CORRUPT OR FRAUDULENT PRACTICE.**

I, .....of P. O. Box ..... being a resident of ..... in the Republic of ..... do hereby make a statement as follows:-

THAT I am the Chief Executive/Managing Director/Principal Officer/Director of .....

..... (Insert name of the Company) who is a Bidder in respect of Tender No. .... For ..... (Insert tender title/description) for .....( insert name of the Procuring entity) and duly authorized and competent to make this statement.

1. THAT the aforesaid Bidder, its servants and/or agents /subcontractors will not engage in any corrupt or fraudulent practice and has not been requested to pay any inducement to any member of the Board, Management, Staff and/or employees and/or agents of .....( insert name of the Procuring entity) which is the procuring entity.
2. THAT the aforesaid Bidder, its servants and/or agents /subcontractors have not offered any inducement to any member of the Board, Management, Staff and/or employees and/or agents of .....(name of the procuring entity)
3. THAT the aforesaid Bidder will not engage /has not engaged in any corrosive practice with other bidders participating in the subject tender
4. THAT what is mentioned to hereinabove is true to the best of my knowledge information and belief.

.....

(Title)

.....

(Signature)

.....

(Date)

Bidder's Official Stamp