



# **NATIONAL COHESION AND INTEGRATION COMMISSION**

**TENDER DOCUMENT**

**FOR**

**PROVISION OF MEDICAL, LIFE AND GROUP PERSONAL  
ACCIDENT INSURANCE COVERS  
(UNDERWRITERS ONLY)**

**TENDER NO. NCIC/NT/521/2019/2020**

**CLOSING DATE:**

**Tuesday 24<sup>th</sup> September 2019 at 12:00PM**

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## SECTION I : TENDER NOTICE

### TENDER NO: NCIC/NT/521/2019/2020- PROVISION OF MEDICAL, LIFE, GROUP PERSONAL ACCIDENT INSURANCE COVERS

1.1 The National Cohesion & Integration Commission (NCIC) hereby invites sealed tenders from eligible candidates for Provision of Medical, Life & Group Personal Accident Insurance Covers:

S/NO	TENDER NO	TENDER DESCRIPTION	ELIGIBILITY	PRE-TENDER CONFERENCE	CLOSING DATE
1.	NCIC/NT/521/2019/2020	PROVISION OF MEDICAL, LIFE, GROUP PERSONAL ACCIDENT(GPA) INSURANCE COVERS	UNDERWRITERS ONLY	Tuesday 17 <sup>th</sup> September 2019 at 10:00AM  Place: NCIC's Boardroom on 7th Floor Boardroom, KMA Centre, Upper Hill Nairobi	Tuesday 24 <sup>th</sup> September 2019 at 12:00PM

1.2 Tender documents with detailed specifications may be downloaded from our website: [www.cohesion.or.ke](http://www.cohesion.or.ke) or IFMIS portal <http://supplier.treasury.go.ke> FREE of charge.

1.3 Hard copies of the Tender Documents can be obtained from our offices upon payment of a non-refundable fee of one thousand shillings (Ksh 1,000/-) only during normal working hours.

1.4 Interested bidders MUST register with the Procurement Office or notify the office using our email: [tenders@cohesion.or.ke](mailto:tenders@cohesion.or.ke) indicating the following details; Tender No., Tender name, the bidder details and contacts for purposes of receiving any clarifications and/or addendums.

1.5 Tenders are invited for Pre-tender/site Visit as indicated in the table above to verify details and scope of services.

1.6 Price (Premium) quoted should be net inclusive of all taxes, must be in Kenya Shillings and should remain valid for 90days. Tenders must be accompanied by a tender security of Ksh 300,000/- in form of a bank guarantee from a reputable bank or guarantee from an insurance company approved by the Public Procurement Regulatory Authority (PPRA) payable to National Cohesion & Integration Commission (NCIC)

1.7 Duly Completed Tender documents shall be enclosed in plain sealed envelope clearly marked with the tender number as stated in the tender documents and be deposited in the Tender box provided at the office HQs , KMA Centre, 6th Floor, Mara Road, Upper hill, Nairobi or addressed to:

**The Commission Secretary/CEO,  
National Cohesion and Integration Commission, KMA Centre,  
6th Floor, Mara Road, Upper hill  
P.O Box 7055 - 00100 NAIROBI**

so as to be received on or before **Tuesday 24<sup>th</sup> September 2019 at 12:00PM**

1.8 The applications will be opened immediately thereafter, at the NCIC's Boardroom on 7th Floor Boardroom in the presence of bidders or their representatives who choose to attend. Late tenders will not be accepted

*The commission reserves the right to reject any tender application in whole or part.  
Canvassing will lead to automatic disqualification.*

COMMISSION SECRETARY/CEO



## SECTION II: INSTRUCTIONS TO TENDERERS

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## **SECTION II: INSTRUCTIONS TO TENDERERS**

### **2.1. Eligible Tenderers**

- 2.1.1 This Invitation for Tenders is open to Underwriters only. Successful tenderers shall provide the services for the stipulated duration from the commencement (hereinafter referred to as the term) specified in the tender documents.
- 2.1.2 The procuring entity's employees, committee members, board members and their relatives (spouse and children) are not eligible to participate in the tender unless where specially allowed under section 66 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) are not associated, or have been associated in the past, directly or indirectly, with a firm or any of its affiliates which have been engaged by the Procuring entity to provide consulting services for the preparation of the design, specifications, and other documents to be used for the procurement of the services under this Invitation for tenders.
- 2.1.4 Tenderers involved in the corrupt or fraudulent practices or debarred from participating in public procurement shall not be eligible.

### **2.2 Cost of Tendering**

- 2.2.1 The Tenderer shall bear all costs associated with the preparation and submission of its tender, and the procuring entity, will in no case be responsible or liable for those costs regardless of the conduct or outcome of the tendering process.
- 2.2.2 The procuring entity shall allow the tenderer to review the tender document free of charge before purchase.

### **2.3 Contents of Tender Document**

- 2.3.1 The tender documents comprise the documents listed below and addenda issued in accordance with clause 2.5 of these instructions to tenderers.
  - (i) Instructions to Tenderers
  - (ii) General Conditions of Contract
  - (iii) Special Conditions of Contract
  - (iv) 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 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 Tender Documents**

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

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

2.4.3 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, the Procuring entity, for any reason, whether at its own initiative or in response to a clarification requested by a prospective tenderer, may modify the tender documents by issuing an addendum.

2.5.2 All prospective tenderers who have obtained the tender documents will be notified of the amendments 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, the Procuring entity, 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 the Procuring entity, shall be written in English language. Any printed literature furnished by the tenderer may be written in any other 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 2.1.1 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 :
- (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 the Procuring entity'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 the Procuring entity 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 any of the following form:
- a) Cash.
  - b) A bank guarantee.
  - c) Such insurance guarantee approved by the Authority.
  - d) Letter of credit from a reputable bank.
- 2.12.5 Any tender not secured in accordance with paragraph 2.12.1. and 2.12.3 shall be rejected by the Procuring entity 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 2.28 or



- (ii) to furnish performance security in accordance with paragraph 2.29.

### **2.13. Validity of Tenders**

- 2.13.1 Tenders shall remain valid for 120 days after date of tender opening pursuant to paragraph 2.18. A tender valid for a shorter period shall be rejected by the Procuring entity as non-responsive.
- 2.13.2 In exceptional circumstances, the Procuring entity may solicit the Tenderer's consent to an extension of the period of validity. The request and the responses thereto shall be made in writing. The tender security provided under paragraph 2.12 shall also be suitably extended. A tenderer granting the request will not be required nor permitted to modify its tender.

### **2.14. Format and Signing of Tenders**

- 2.14.1 The tenderer shall prepare an original and a copy of the tender, clearly marking each "ORIGINAL TENDER" and "COPY OF TENDER," as appropriate. In the event of any discrepancy between them, the original shall govern.
- 2.14.2 The original and all copies of the tender shall be typed or written in indelible ink and shall be signed by the tenderer or a person or persons duly authorized to bind the tenderer to the contract. All pages of the tender, except for un-amended printed literature, shall be initialed by the person or persons signing the tender.
- 2.14.3 The tender shall have no interlineations, erasures, or overwriting except as necessary to correct errors made by the tenderer, in which case such corrections shall be initialed by the person or persons signing the tender.

### **2.15 Sealing and Marking of Tenders**

- 2.15.1 The tenderer shall seal the original and the copy of the tender in separate envelopes, duly marking the envelopes as "ORIGINAL TENDER" and "COPY OF TENDER". The envelopes shall then be sealed in an outer envelope.
- 2.15.2 The inner and outer envelopes shall:
  - (a) be addressed to the Procuring entity at the address given in the Invitation to Tender.
  - (b) bear tender number and name in the invitation to tender and the words, "DO NOT OPEN BEFORE **Tuesday 24<sup>th</sup> September 2019 at 12:00PM.**
- 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 2.15.2, the Procuring entity 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 the Procuring entity at the address specified under paragraph 2.15.2 not later than **Tuesday 24<sup>th</sup> September 2019 at 12:00PM.**

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

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

2.17.1 The tenderer may modify or withdraw its tender after the tender's submission, provided that written notice of the modification, including substitution or withdrawal of the tenders, is received by the Procuring entity 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 The Procuring entity will open all tenders in the presence of tenderers' representatives who choose to attend, at **Tuesday 24<sup>th</sup> September 2019 at 12:00PM.** and in the location specified in the invitation for tenders. The tenderers' representatives who are present shall sign a register evidencing their attendance.

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

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

## **2.19 Clarification of Tenders**

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

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

## **2.20 Preliminary Examination and Responsiveness**

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

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

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

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

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

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

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

2.22.1 The Procuring entity will evaluate and compare the tenders which have been determined to be substantially responsive, pursuant to paragraph 2.20.

2.22.2 The Procuring entity'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.

### **Operational Plan:**

The Procuring entity 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 the procuring entity's required delivery time will be treated as non-responsive and rejected.

### **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. The Procuring entity may consider the alternative payment schedule offered by the selected tenderer.

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

## **2.23. Contacting the Procuring entity**

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

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

## **2.24 Post-qualification**

- 2.24.1 The Procuring entity will verify and determine to its satisfaction whether the tenderer that is selected as having submitted the lowest evaluated responsive tender is qualified to perform the contract satisfactorily.
- 2.24.2 The determination will take into account the tenderer financial and technical capabilities. It will be based upon an examination of the documentary evidence of the tenderer's qualifications submitted by the tenderer, pursuant to paragraph 2.11.2, as well as such other information as the Procuring entity 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 the Procuring entity will proceed to the next lowest evaluated tender to make a similar determination of that Tenderer's capabilities to perform satisfactorily.

## **2.25 Award Criteria**

- 2.25.1 Subject to paragraph 2.27 the Procuring entity will award the contract to the successful tenderer whose tender has been determined to be substantially responsive and has been determined to be the lowest evaluated tender, provided further that the tenderer is determined to be qualified to perform the contract satisfactorily.
- 2.25.2 To qualify for contract awards, the tenderer shall have the following:-
- (c) Necessary qualifications, capability experience, services, equipment and facilities to provide what is being procured.
  - (d) Legal capacity to enter into a contract for procurement
  - (e) 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.
  - (f) Shall not be debarred from participating in public procurement.

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

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

2.26.2 The procuring entity shall give prompt notice of the termination to the tenderers and on request give its reasons for termination within 14 days of receiving the request from any tenderer.

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

## **2.27 Notification of Award**

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

2.27.2 The notification of award will signify the formation of the contract subject to the signing of the contract between the tenderer and the procuring entity pursuant to clause 2.28. Simultaneously the other tenderers shall be notified that their tenders were not successful.

2.27.3 Upon the successful Tenderer's furnishing of the performance security pursuant to paragraph 2.29 the Procuring entity will promptly notify each unsuccessful Tenderer and will discharge its tender security, pursuant to paragraph 2.12.

## **2.28 Signing of Contract**

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

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

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

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

## **2.29 Performance Security**

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

2.29.2 Failure by the successful tenderer to comply with the requirement of paragraph 2.28 or paragraph 2.29.1 shall constitute sufficient grounds for the annulment of

the award and forfeiture of the tender security, in which event the Procuring entity may make the award to the next lowest evaluated tender or call for new tenders.

### **2.30 Corrupt or Fraudulent Practices**

- 2.30.1 The Procuring entity requires that tenderers observe the highest standard of ethics during the procurement process and execution of contracts. A tenderer shall sign a declaration that he has not and will not be involved in corrupt or fraudulent practices.
- 2.30.2 The Procuring entity will reject a proposal for award if it determines that the tenderer recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question
- 2.30.3 Further a tenderer who is found to have indulged in corrupt or fraudulent practices risks being debarred from participating in public Procurement in Kenya.

## Appendix to Instructions to Tenderers

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

Instruction to tender reference	Particulars of Appendix to instructions to tenderers
2.1 Eligible tenderers	Eligible bidders are Insurance Underwriters
2.12.2 Tender Security	Ksh 300,000/-
2.13.1 Tender Validity	90 days
2.15.2 Tender Marking	<p>The envelopes shall be clearly marked:</p> <p>i) Tender name: Provision of Medical, Life &amp; Group Personal Accident (GPA) Insurance Service</p> <p>ii) Do not open before <b>Tuesday 24<sup>th</sup> September 2019 at 12:00PM.</b></p> <p>Tenders must be placed in the Tender Box and addressed to:  <b>The Commission Secretary/CEO,  National Cohesion and Integration Commission, KMA Centre,  6th Floor, Mara Road, Upper hill  P.O Box 7055 - 00100 NAIROBI</b></p>
2.15.2 State day, date and time of closing	Tenders must be received on or before <b>Tuesday 24<sup>th</sup> September 2019 at 12:00PM.</b>
2.18 Opening of tenders	Tenders will be opened at the time stated in the presence of tenderers or their representative who choose to attend.
<b>2.22. Evaluation and Comparison of Tenders</b>	The bids shall be evaluated in three stages as contained in Section IV –special condition of the contract



## SECTION III: GENERAL CONDITIONS OF CONTRACT

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

### **3.1. Definitions**

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

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

### **3.3. Standards**

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

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

3.4.1 The Contractor shall not, without the Procuring entity’s prior written consent, disclose the Contract, or any provision thereof, or any specification, plan,

drawing, pattern, sample, or information furnished by or on behalf of the Procuring entity in connection therewith, to any person other than a person employed by the contractor in the performance of the Contract.

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

### **3.5. Patent Rights**

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

### **3.6 Performance Security**

- 3.6.1 Within twenty eight (28) days of receipt of the notification of Contract award, the successful tenderer shall furnish to the Procuring entity the performance security where applicable in the amount specified in SCC.
- 3.6.2 The proceeds of the performance security shall be payable to the Procuring entity as compensation for any loss resulting from the Tenderer's failure to complete its obligations under the Contract.
- 3.6.3 The performance security shall be denominated in the currency of the Contract, or in a freely convertible currency acceptable to the Procuring entity 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 from a reputable bank.
- 3.6.4 The performance security will be discharged by the Procuring entity and returned to the Candidate not later than thirty (30) days following the date of completion of the Contractor's performance of obligations under the Contract, including any warranty obligations, under the Contract.

### **3.7. Delivery of Services and Documents**

3.7.1 Delivery of the services shall be made by the Contractor in accordance with the terms specified by the procuring entity in the schedule of requirements and the special conditions of contract

### **3.8. Payment**

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

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

### **3.9. Prices**

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

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

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

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

### **3.10. Assignment**

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

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

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

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

- (b) If the Contractor fails to perform any other obligation(s) under the Contract.
- (c) If the Contract in the judgment of the Procuring entity has engaged in corrupt or fraudulent practices in competing for or in executing the contract

3.11.2 In the event the Procuring entity terminates the contract in whole or in part, it may procure, upon such terms and in such manner as it deems appropriate, services similar to those un-delivered, and the Contractor shall be liable to the Procuring entity for any excess costs for such similar services.

### **3.12. Termination for Insolvency**

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

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

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

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

### **3.14 Resolution of Disputes**

3.14.1 The procuring entity and the contractor shall make every effort to resolve amicably by direct informal negotiations and disagreement or disputes arising between them under or in connection with the contract.

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

### **3.15. Governing Language**

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

### 3.16. Applicable Law

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

### 3.17 Force Majeure

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

### 3.18 Notices

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

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

#### **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	N/A
3.7 Delivery of Services	As specified in the tender document
3.8 Payment	As specified in the tender document
3.9 Price adjustment	As specified in the tender document
3.16 Applicable law	As specified in the tender document
3.18 Notices	<b>The Commission Secretary/CEO, National Cohesion and Integration Commission, KMA Centre, 6th Floor, Mara Road, Upper hill P.O Box 7055 - 00100 NAIROBI</b>

## **SECTION IV – SPECIAL CONDITIONS OF CONTRACT**

### **4.1. CONDITIONS TO BE MET BY THE INSURANCE COMPANY**

- 4.1.1 Must be registered with the Insurance Regulatory Authority (IRA) for the current year and a copy of the current certificate be submitted.
- 4.1.2 Must have done annual gross premiums in previous year of Kshs.500,000,000. (Attach Evidence).
- 4.1.3 Must have paid up capital of at least Kshs. 400Million. (Attach Evidence)
- 4.1.4 Must give a list of ten (10) current reputable clients and the total clients premiums for each policy (Medical, Life & GPA (Attach copies of reference certificate/LSOs/Contracts/Award letters)
- 4.1.5 Must submit a copy of the audited accounts for the last two previous years
- 4.1.6 Must have total number of management and technical staff of at least 5 personnel who will be responsible for the management of this contract
- 4.1.7 Must be a member of the Association of Kenya Insurance (AKI)-Attach copy of proof
- 4.1.8 Provide evidence that the company has been registered and in operation for at least the last five (5) years.
- 4.1.9 Must attach CVs of key management and technical staff
- 4.1.10 Must also submit copies of the following documents: -
  - i) Copy of Certificate of Registration/Incorporation
  - ii) Copy of current CR12 from registrar of companies
  - iii) Copy of PIN Certificates
  - iv) Copy of current valid Tax Compliance Certificate
  - v) Copy of current valid Business permit
- 4.1.11 The Bidder must fill in detailed tender Form
- 4.1.12 Tender Security of Ksh 300,000 valid for 90 days from a bank or Insurance Companies approved by PPRA
- 4.1.13 Attach recommendation letters of similar service from at least 5 hospitals for the Medical Insurance cover
- 4.1.14 Proof of Geographical coverage/ provider list of hospitals network
- 4.1.15 Attach Company profile
- 4.1.16 The bidders must quote for Medical Insurance (both Inpatient and Outpatient), Group Life and Group Personal accident Insurance for the bids to be considered complete.

## 4.2 EVALUATION CRITERIA

### 4.2.1 STAGE ONE: MANDATORY REQUIREMENTS (MR)

Preliminary Evaluation will be conducted in accordance with Section 79(1) of Public Procurement and Asset Disposal Act, 2015. For Mandatory Requirements (MR), firms **MUST Attach Evidence** to prove compliance.

	<b>Requirements</b>	<b>YES/ NO</b>
MR 1	Tender Security of Ksh 300,000 valid for 90 days from a bank or Insurance Companies approved by PPRA	
MR 2	Properly Filled form of tender and Price schedule in the format provided	
MR 3	Attach a Copy of current IRA license	
MR 4	Must have done annual gross premiums in previous two years of atleast Kshs.500Million (Attach Evidence).	
MR 5	Must have paid up capital of at least Kshs. 400Million. (Attach Evidence)	
MR 6	Attach proof of at least 10 (Ten) reputable clients for same magnitude of this tender within the last Three years (Attach copies of reference certificate/LSOs/Contracts/Award letters)	
MR 7	Attach audited accounts for last 2 year	
MR 8	Attach CVs/testimonials of at least Five (5) Key Management and technical staff	
MR 9	Attach a Copies of Current AKI certificate	
MR 10	Attach evidence that the company has been registered and operational/undertaking Insurance business for at least the last five (5) years.	
MR 11	Attach a Copy of Certificate of registration/ incorporation and CR12 from the Registrar of companies	
MR 12	Attach a Copy of Valid Tax Compliance certificate	
MR 13	Fill the Confidential Business Questionnaire in format provided	
MR 14	Attach recommendation letters of similar service from at least 5 hospitals for the Medical Insurance	
MR 15	Attach a Copy of business permit for 2019	
MR 16	Proof of Geographical coverage/ provider list	
MR 17	Attach Company profile	
MR 18	Evidence of cover for members while on duty outside Kenya and exclusion that are applicable.	
MR 19	The bidders must quote for Medical Insurance (both Inpatient and Outpatient), Group Life and Group Personal accident Insurance for the bids to be considered complete.	
MR 20	The tender document submitted Must be Properly bound, paginated/serialized of without any breaks	
	<b>Note: All the above requirements Must be met to qualify for the 2<sup>nd</sup> Stage of Evaluation</b>	



#### 4.2.2 STAGE TWO: TECHNICAL EVALUATION (TOTAL POINTS 100)

Technical Evaluation (TE) will be carried out as per the table below. Bidders must score 70% and above in order to be considered for financial evaluation.

	<b>Technical Requirements</b>	<b>Score</b>
TE1.	Specific experience of the bidder related to the assignment (Medical, Life & GPA Insurance Clients and Accounts Value)	20 Points
TE2.	Professional Qualifications and experience of the proposed staff	10 Points
TE3.	Suitability of the proposed scheme (Medical, Life & GPA), including extensiveness of service providers, flexibility and convenience in conformity to the Technical specification – <b>(see section V – Schedule of Requirements/Specifications)</b>	40 Points
TE4.	Network Coverage i.e. Schedule of approved hospitals and regions covered	10 Points
TE5.	Case Management plan in relation to the Proposed Scheme <i>(Bidders are requested to design a case Management Plan on how the cover will be administered. The plan should be efficient and cost effective)</i>	10 Points
TE6.	Claims turnaround Standard and time	5 Points
TE7.	PRESENTATION OF THE BID DOCUMENT AS PER TENDER FORMAT: I. Proper Binding and paginating of all documents without any breaks II. Clarity of information III. Proper labeling of contents IV. Proper referencing of contents V. Relevance of all attached documents in conformity with the requested information in Tender document	5 Points
	<b>TOTAL</b>	<b>100</b>

***The Pass mark for Technical Evaluation will be 70%. Candidates that will have attained those points will have their financial proposals evaluated. The technical scores will be weighted to 70% and Financial Scores 30%)***

#### 4.2.3 STAGE THREE: FINANCIAL EVALUATION

1. The Financial/commercial evaluation and final ranking of the bids will take into consideration the scope of the cover in relation to the premium, the Policy Excess amounts, exclusion clauses, financial reputation of the underwriter and other pertinent terms and conditions of tender.
2. The evaluation committee will determine whether the financial proposals are complete. The cost of items not priced shall be assumed to be included in other costs in the proposal. In all cases, the total price of the financial proposal as submitted shall prevail.
3. Premium Quoted: The Lowest Premium quoted at the financial evaluation stage shall Score 100% prorated with premium by other firms.
4. The Financial Score will be weighted to 30%
5. The Financial Proposal should include all, the local taxes, duties, fees, levies and other charges imposed under the laws

## **SECTION V - SCHEDULE OF REQUIREMENTS/SPECIFICATIONS**

### **5.0 PROVISION OF MEDICAL, LIFE & GROUP PERSONAL ACCIDENT (GPA) INSURANCE COVERS 2019 – 2020**

The National Cohesion and Integration Commission seeks to contract a reputable insurance company to provide a staff medical, Life and GPA insurance that entails benefits which ensure members of staff receive quality health care.

#### **5.1 PROVISION OF MEDICAL INSURANCE COVERS**

The proposed Staff Medical Schemes shall be fully enhanced medical scheme cover and is intended to provide the all employees and their dependents quality and affordable medical and health care services on 24 hours cover basis taking into cognizance of the unpredictable nature of sicknesses and/or accidents.

While it is appreciated that medical schemes come with inherent controls and procedures, NCIC is hoping that the selected provider will look at the possibility of ensuring that any controls and procedures are not unnecessarily bureaucratic and cumbersome. The Medical Scheme is expected to cover the following: -

##### **5.1.2 Inpatient cover**

- The In-patient cover benefit shall cater for illnesses requiring hospitalization and will be fully enhanced with pre-existing illnesses, chronic and HIV/aids conditions and will cater for the following benefits: -
- Accidental and illness hospitalization (accommodation, doctor(s)' fees, operating theatre, ICU charges, physiotherapy, prescribed drugs, dressings surgical appliances, X-rays)
- In-patient surgery
- Admission bed (Ensuite-Level 1/Commissioners, Private-Level 2/ Staff members)
- First non-elective and subsequent emergency caesarean
- Hospitalization due to dental and optical cases
- Gynecological illnesses
- Post hospitalization benefits
- Ambulance rescue/evacuation (both road and air)
- treatment while in hospital; and
- Discharge from hospital and the cost of treatment thereof.
- Cover for Pre-term/ mature infants
- Psychiatry
- Circumcision
- Any other additional benefit to be specified by the bidder

### **5.1.3 Outpatient covers:**

The Outpatient scheme shall deal with cases of illness not requiring admission into a hospital and will include examinations, diagnosis and speedy treatment at health clinics and/or hospitals with the aim of preventing any ailment or illness from growing into cases that require hospitalization.

The outpatient cover shall encompass the following benefits:

- Routine outpatient consultation;
- Diagnostic Laboratory and Radiology services;
- Prescribed Physiotherapy;
- Prescribed drugs and dressings;
- HIV/AIDS related conditions and prescribed ARVs
- Routine Immunization (all KEPI, all new range of baby friendly vaccines, all Private vaccines, all boosters/immunizations)
- Routine Antenatal checkups (Max 1 U/S exam)
- Postnatal care up to six weeks post-delivery;
- Chronic and recurring conditions;
- Outpatient Emergency Ambulance Services;
- Dental services;
- Optical services;
- Immunizations;
- Counseling services(walk in counselling services);
- Specialist opinion on referral basis
- Health Education (wellness programmes)
- Congenital disorders/ diseases
- Circumcision
- Any additional benefits should be specified by the bidder

### **5.1.4 Particulars/requirements of medical scheme cover:**

The bidder is expected to provide the following: -

- Full details of what the medical cover provides
- Eligible expenses included in the in-patient cover
- Eligible expenses included in the out-patient cover
- Full details of cover exclusions i.e. give specific details of each excluded condition
- Dependents eligibility

NB: The costs for each of the above should be shown separately. The bid should comprise proposed medical scheme type indicating the benefits and associated costs.

### **5.1.5 Network coverage**

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

- Full details of towns where the insurance company is represented.
- The appointed hospitals, clinics and doctors all over the country that can be accessed by NCIC employees and their dependents.
- Full details of the medical cover outside Kenya and all exclusions that are applicable.

NB: All NCIC employees are resident in Nairobi. However, their family members (dependents) however may not necessarily stay with them but stay anywhere within the country. Once in a while, staff may be required to perform their duties out of station or travel within the country or overseas to attend training, seminars or workshops. The bidder should therefore make provision for such cases in the proposal.

### **5.1.6 Case Management**

The bidder is expected to provide a detailed description/methodology on how the cover is going to be administered in line with the technical specifications provided. An analysis on how the service provider intends to address the following issues/procedures: -

- Admission of member and dependents into the cover
- Admission of members with pre-existing conditions into the cover (if any in your package).
- Admission of HIV/AIDS related cases to the cover (if any in your package).
- Procedure to be followed for overseas cover (if any in your package).
- Procedure to be followed to procure last expense (if any in your package).
- Evidence of value addition services and exclusions

### **5.1.7 Claims Settlement Turnaround Time**

The bidder is expected to demonstrate and give details of the claim's settlement turnaround time.

NB: The time indicated will be used to review the performance of the Tenderer and the underwriter for any future renewal of contract.

### 5.1.8 Financial stability

The bidder should provide documentary prove that they are financially sound and is fully licensed and registered as a medical insurance cover provider. The tender documents must be accompanied with Audited Accounts for the last two years.

### 5.1.9 Special medical treatment

There are cases, which may require special treatment owing to medical history of a member of staff and/or dependents. The bidder is required to propose on how such a case is dealt with in case it occurs.

### 5.1.10 Exclusions and requirements

The bidder must state clearly requirements, special conditions and/or exclusions applicable to the schemes.

### 5.1.11 References and key personnel:

The bidder must demonstrate its ability, knowledge and experience in the provision of medical insurance services and give details of at least Five (5) key personnel charged with management the medical scheme

The bidder shall give at least ten (10) current clients preferably five (5) from the public sector and five(5) from the private sector indicating the type of cover, duration, and premiums for the medical scheme cover provided per each client.

### 5.1.12 Medical benefits limits

The following cover limits shall apply

#### a) Inpatient cover limits

Categories	Cover Limit (Kes)	Members	Dependants
Category A(Commissioners)	2,000,000/= per family	9	45
Category B (Staff Members)	1,000,000/= per family	66	212
<b>TOTAL</b>		<b>75</b>	<b>257</b>

NB: A list of staff and their dependents is attached.

#### b) Outpatient Limits

Categories	Cover Limit (Kes)	Members	Dependants
Category A Commissioners)	250,000 per family	9	45
Category B (Staff Members)	200,000 per family	66	212
<b>TOTAL</b>		<b>75</b>	<b>257</b>

**c) Maternity**

The cover should provide for the normal deliveries and emergency caesarian cases. The bidder should clarify whether the maternity benefit is part of in-patient or stand-alone (please specify). Further, the bidder should clearly state how to handle pre-natal and antenatal care.

<b>Cover Limit (Kes)</b>
200,000 per family

**d) Dental**

The cover should cater for non-accidental dental and extractions and any other treatment as advised by dentist

<b>Cover Limit (Kes)</b>
50,000 per family

**e) Optical**

The cover should cater for glasses, frames and replacements and any other treatment as advised by optician.

<b>Cover Limit (Kes)</b>
50,000 per family
<i>NB: Frames and lenses upto a limit of Ksh 25,000/=.</i>

**f) Accommodation/ Hospital Bed Facility**

Categories	Cover Limit (Kes)	Type of Bed
Category A(Commissioners)	At least Kes 22,500/=	Private Executive
Category B (Staff Members)	At least Kes 16,500/=	Standard Private

**g) Vaccines**

The cover should be able to cater for all types of Vaccines including but not limited to all KEPI vaccines, all Baby friendly vaccines and all Private vaccines as recommended by the doctor

<b>Cover Limit(Kes)</b>
30,000 per family

**h) Funeral cover/ last expense**

The cover should be able to cater for funeral cover/ Last expense for both the Principal Members and the dependents

Categories	Principal (Kes)	Dependent (Kes)
Category A (Commissioners)	200,000 per Principal Member	100,000 per dependent
Category B (Staff Members)	200,000 per Principal Member	100,000 per dependent

**i) Ambulance and Evacuation Services**

The cover should be able to cater for the Provision of Air and Road evacuation together with ambulance Services.

**j) Special treatment and any exclusions**

The Provider should clearly state in writing all exclusions in the proposed cover.

**5.1.13 Cost of the Proposed Staff Medical Scheme**

The proposed scheme will be for one (1) years and the bidder is expected to tender based on the following information on the employee and dependants:-

**CATEGORY A -COMMISSIONERS**

S/No	Family No.
1.	M+5
2.	M+5
3.	M+5
4.	M+5
5.	M+5
6.	M+ 5
8.	M+5
9.	M+5
Members 9, Dependents 45	

**CATEGORY B-STAFF MEMBERS**



S/NO	NO.
1.	M+1
2.	M+5
3.	M+2
4.	M+2
5.	M+4
6.	M+4
7.	M+4
8.	M+3
9.	M+4
10.	M+3
11.	M+3
12.	M+5
13.	M+4
14.	M+1
15.	M+5
16.	M+5
17.	M+2
18.	M+5
19.	M
20.	M+5
21.	M+5
22.	M
23.	M+1
24.	M+4
25.	M+4
26.	M+2
27.	M+3
28.	M+4
29.	M+4
30.	M+3
31.	M+4
32.	M+4
33.	M+5
34.	M+1



35.	M
36.	M+2
37.	M+2
38.	M+5
39.	M+4
40.	M+2
41.	M+5
42.	M+2
43.	M+3
44.	M+4
45.	M+3
46.	M+5
47.	M+4
48.	M+5
49.	M+4
50.	M+3
51.	M+2
52.	M+4
53.	M+4
54.	M+5
55.	M+5
56.	M+3
57.	M+2
58.	M+3
59.	M+4
60.	M+3
61.	M+2
62.	M+5
63.	M
64.	M+3
65.	M+2
66.	M+1

**KEY:**

- M - Member
- M+1 - Member plus one dependant
- M+2 - Member plus two dependants
- M+3 - Member plus three dependants
- M+4 - Member plus four dependants
- M+5 - Member plus five dependants

## 5.2 PROVISION OF GROUP LIFE INSURANCE COVERS

The National Cohesion and Integration Commission (NCIC) intend to procure a Group Life Insurance Cover for its employees and Commissioners. The policy will indemnify demise of an employee while in service from any cause.

Attributes	Requirements
Population:	The cover will be for Sixty-six (66) employees and Nine (9) Commissioner of NCIC. NCIC will avail a list of its employees together with their current salaries to the successful bidder.
Benefit Payable:	During the period of cover, existing employees of NCIC and also for any new employee, the benefit will be based on five (5) times annual gross salary.
Beneficiary Nomination:	Each member of NCIC staff will nominate one or more beneficiaries. The benefit must be payable through NCIC within two weeks on submission of the necessary documents.
Duration/Renewal:	The scheme will run for a period of twelve (12) months effective from the date of contract agreement. The cover will cease immediately an employee leaves the service of NCIC. It will also cease if NCIC fails to renew the cover after the twelve (12) month contract
Last Expense:	An inbuilt last expense rider of Kes 200,000/= shall be included alongside Group Life Cover. The last expense amount policy shall be paid within 48 hours of notification of demise of a covered member.
Monthly Gross Salary:	The monthly Gross salary for NCIC employees is Kshs13,520,752 as at September, 2019. Detailed salary profile will be availed to the successful bidder.

### 5.3 PROVISION OF GROUP PERSONAL ACCIDENTS (GPA) INSURANCE COVERS

The National Cohesion and Integration Commission intend to procure a Group Personal Accident Insurance Cover for its employees. The policy will indemnify an employee in cases of accidents.

Attributes	Requirements
Population:	The cover will be for Sixty-six (66) employees and Nine (9) Commissioner of NCIC. NCIC will avail a list of its employees together with their current salaries to the successful bidder.
Benefit Payable:	During the period of cover, existing employees of NCIC and also for any new employee, the benefit will be based on five (5) times annual gross salary.
Death	The insurer will pay the principal sum if injury results in loss of an insured life.
Permanent Disability	In the event of the life assured becoming permanently disabled following an accident or occupational diseases, the insurer will pay a percentage of the sum assured.
Temporary Disablement capacity	In the event of the life assured becoming temporary disabled following an accident or occupational diseases, the Company will pay a defined weekly benefit for the period of the injury subject to a maximum.
Beneficiary Nomination:	Each member of NCIC staff will nominate one or more beneficiaries. The benefit must be payable through NCIC within two weeks on submission of the necessary documents.
Duration/Renewal:	The scheme will run for a period of twelve (12) months effective from the date of contract agreement. The cover will cease immediately an employee leaves the service of NCIC. It will also cease if NCIC fails to renew the cover after the twelve (12) month contract.
Monthly Gross Salary:	The monthly Gross salary for NCIC employees is Kshs13,520,752 as at September, 2019. Detailed salary profile will be availed to the successful bidder.

## SECTION VII: 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 form must be 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 the procuring entity.
6. **Performance security Form** - The performance security form should not be completed by the tenderer at the time of tender preparation. Only the successful tenderer will be required to provide performance security in the form provided herein or in another form acceptable to the procuring entity.

**Form of Tender**

To: Name and address of procuring entity

Date \_\_\_\_\_

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 ..... [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 \_\_\_\_\_ 2019

\_\_\_\_\_  
[Signature]

\_\_\_\_\_  
[In the capacity of]

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



### Price Schedule Form

ITEM NO.	DESCRIPTION OF INSURANCE COVER	TOTAL PREMIUM (KSHS.)
1.	Medical Insurance Cover for Category A ( <i>Commissioners</i> )	
2.	Life Insurance Cover Category A ( <i>Commissioners</i> )	
3.	GPA insurance Cover Category A ( <i>Commissioners</i> )	
4.	Other costs if any for Category A ( <i>Commissioners</i> )	
<b>T1</b>	<b>Total Tender Sum for Category A (<i>Commissioners</i>)</b>	
5	Medical Insurance Cover for Category B ( <i>Staff</i> )	
6	Life Insurance Cover Category B ( <i>Staff</i> )	
7	GPA insurance Cover Category B ( <i>Staff</i> )	
8	Other costs if any for Category B ( <i>Staff</i> )	
<b>T2</b>	<b>Total Tender Sum for Category B (<i>Staff</i>)</b>	
	<b><u>SUMMARY</u></b>	<b>TOTAL PREMIUM(Ksh)</b>
<b>T1</b>	Total Tender Sum for Category A ( <i>Commissioners</i> )	
<b>T2</b>	Total Tender Sum for Category B ( <i>Staff</i> )	
	<b>Total Tender Sum</b>	

**NB: Please affix official Company rubber stamp/seal, Signature and date**

## Contract Form

THIS AGREEMENT made the \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_ between [JOOUST] of [KENYA] (hereinafter called “the Procuring entity”) of the one part and [name of tenderer] of [city and country of tenderer] (hereinafter called “the tenderer”) of the other part:

WHEREAS the Procuring entity invited tenders for the GPA cover and has accepted a tender by the tenderer for the supply of the services in the sum of \_\_\_\_\_ [contract price in words in figures] (hereinafter called “the Contract Price”).

NOW THIS AGREEMENT WITNESSTH AS FOLLOWS:-

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Agreement, viz:
  - (a) the Tender Form and the Price Schedule submitted by the tenderer;
  - (b) the Schedule of Requirements
  - (c) the Details of cover
  - (d) the General Conditions of Contract
  - (e) the Special Conditions of Contract; and
  - (f) the Procuring entity’s Notification of Award
3. In consideration of the payments to be made by the Procuring entity to the tenderer as hereinafter mentioned, the tenderer hereby covenants with the Procuring entity to provide the GPA cover and to remedy defects therein in conformity in all respects with the provisions of the Contract.
4. The Procuring entity hereby covenants to pay the tenderer in consideration of the provision of the services and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the contract at the times and in the manner prescribed by the contract.

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

Signed, sealed, delivered by \_\_\_\_\_ the \_\_\_\_\_ (for the Procuring entity)

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



# CONFIDENTIAL BUSINESS QUESTIONNAIRE

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

## 1. COMPANY DETAILS

a) Business Name

.....

b) Location of business premises

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

Postal Address ..... Tel. No. ....Fax .....

Email .....

Contact Person and Telephone No.....

**(Please attach Company Profile)**

c) Nature of business

.....

d) Registration Certificate No. ....(Please attach copy)

e) Current Trade Licence No..... (Please attach copy)

f) PIN No..... (Please attach copy)

g) Tax Compliance Certificate No.....( Please attach copy)

h) VAT No.....

i) Year Established.....

j) Number of staff employed.....

k) Payment terms.....Days

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

.....



**2(a). SOLE PROPRIETOR:**

Your name in full ..... Age.....  
Nationality ..... Country of origin  
.....Citizenship  
details.....

**2(b) – Partnership**

Give details of partners as follows

Name	Nationality	Citizenship Details	Shares
.....	.....	.....	.....
.....	.....	.....	.....
.....	.....	.....	.....
.....	.....	.....	.....

(If a Kenyan Citizen, indicate under Citizen Details whether by Birth, Naturalization or Registration)

**2(c) – Registered Company:**

Private or public  
.....

State the nominal and issued capital of the company –

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

Give details of all directors as follows

Name	Nationality	Citizenship Details	Shares
.....	.....	.....	.....
.....	.....	.....	.....
.....	.....	.....	.....
.....	.....	.....	.....
.....	.....	.....	.....

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

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



## 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 <the procuring entity> 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 the procuring entity on the Form; or
2. If the tender, having been notified of the acceptance of its tender by the procuring entity 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 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 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]

**PERFORMANCE SECURITY FORM**

To: .....  
*[Name of 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 of insurance services]* (Hereinafter called “the Contract”)

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

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

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

This guarantee is valid until the \_\_\_\_\_ day of \_\_\_\_\_ 20 \_\_\_\_\_

Signature and seal of the Guarantors

\_\_\_\_\_  
*[Name of bank of financial institution]*  
\_\_\_\_\_



**BANK GUARANTEE FOR ADVANCE PAYMENT FORM**

To .....  
[name of Procuring entity]

[name of tender] .....

Gentlemen and/or Ladies:

In accordance with the payment provision included in the Special Conditions of Contract, which amends the General Conditions of Contract to provide for advance payment, ..... [name and address of tenderer](hereinafter called “the tenderer”) shall deposit with the Procuring entity a bank guarantee to guarantee its proper and faithful performance under the said Clause of the Contract in an amount of ..... [amount of guarantee in figures and words].

We, the ..... [bank or financial institutions], as instructed by the tenderer, agree unconditionally and irrevocably to guarantee as primary obligator and not as surety merely, the payment to the Procuring entity on its first demand without whatsoever right of objection on our part and without its first claim to the tenderer, in the amount not exceeding ..... [amount of guarantee in figures and words]

We further agree that no change or addition to or other modification of the terms of the Contract to be performed there-under or of any of the Contract documents which may be made between the Procuring entity and the tenderer, shall in any way release us from any liability under this guarantee, and we hereby waive notice of any such change, addition, or modification.

This guarantee shall remain valid in full effect from the date of the advance payment received by the tenderer under the Contract until ..... [date].

Yours truly,

Signature and seal of the Guarantors

\_\_\_\_\_  
[name of bank or financial institution]

\_\_\_\_\_  
[address]

\_\_\_\_\_  
[date]



**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.

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

