



**TENDER FOR  
PROVISION OF MEDICAL INSURANCE COVER FOR  
NCA STAFF AND BOARD MEMBERS  
(OPEN TO INSURANCE UNDERWRITERS ONLY)**

**TENDER NO. NCA/T/034/2018-2019**

**NATIONAL CONSTRUCTION AUTHORITY  
P.O BOX 21046-00100  
NAIROBI KENYA**

**CLOSING DATE: Wednesday 10th April 2019 11.00 A.M**

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**SECTION I - INVITATION FOR TENDERS**

Date: 26<sup>th</sup> March, 2019

**TENDER No. NCA/T/034/2018-2019 TENDER FOR PROVISION OF MEDICAL INSURANCE COVER FOR NCA STAFF AND BOARD MEMBERS**

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- 1.1 The National Construction Authority (NCA) is a State Corporation established under the National Construction Authority Act, 2011, with the responsibility to oversee the construction industry and coordinate its development.
- 1.2 The Authority invites sealed tenders from eligible candidates for provision of Staff Medical Insurance Cover for a **period of 12 months** commencing date to be advised during contract signing.
- 1.1 Eligible and interested Bidders (**Insurance Underwriters only**) may obtain further information and inspect the bidding documents at **Supply Chain Office** situated at the National Construction Authority Headquarters **on 9th floor KCB Plaza, Kenya Road, Upper Hill** between 8.00am and 5.00pm Kenyan Time, Monday to Friday except lunchtime between 1.00pm to 2.00pm and on public holidays.
- 1.2 A complete set of tender document may be obtained by interested Candidates upon payment of a non-refundable fee of Kenya Shillings 1,000/= (One Thousand Shillings Only) in form of a bankers cheque payable to the National Construction Authority or downloaded free of charge from the Authority website [www.nca.go.ke](http://www.nca.go.ke) and the Public Procurement Information Portal [www.tenders.go.ke](http://www.tenders.go.ke).
- 1.3 Bidders who download the tender document must arrange to register with NCA the company name, postal, physical, email and telephone address for the purposes of receiving any further tender clarifications and/or addendums if need be.
- 1.4 Prices quoted should be net inclusive of all taxes and delivery costs, must be expressed in Kenya shillings and shall remain valid for a period of **120 days** from the closing date of the tender.
- 1.5 Completed tender documents are to be enclosed in plain sealed envelopes marked with tender reference number and be deposited in the Tender Box at **9<sup>th</sup> floor, KCB Towers** or be addressed to:

**Executive Director  
National Construction Authority  
KCB Towers Kenya Road  
P O Box 21046 – 00100  
NAIROBI, KENYA**

so as to be received on or before **Wednesday, 10<sup>th</sup> April, 2019 AT 11:00 am** Tenders will be opened immediately thereafter in the presence of the Candidates or their

representatives who choose to attend at **NCA Boardroom on 9<sup>th</sup> Floor, KCB Towers, Nairobi.**

Manager Supply Chain  
**FOR: EXECUTIVE DIRECTOR**

SECTION II - INSTRUCTION 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 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 NCA's employees, committee members, board members and their relatives (spouse and children) are not eligible to participate in the tender unless where specially allowed under section 131 of the Act.
- 2.1.3 Tenderers shall provide the qualification information statement that the tenderer (including all members of a joint venture and subservice providers) 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 NCA 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 NCA, 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 not exceed Kshs.1,000/=
- 2.2.3 NCA 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 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 NCA by post or by email at NCA's address indicated in the Invitation for tenders. NCA will respond in writing to any request for clarification of the tender documents, which it receives not later than three (3) days prior to the deadline for the submission of the tenders, prescribed by NCA. 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 NCA shall reply to any clarifications sought by the tenderer within 1 day 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, NCA, for any reason, whether at its own initiative or in response to a clarification requested by a prospective tenderer, may modify the tender documents by issuing an addendum.
- 2.5.2 All prospective tenderers who have obtained the tender documents will be notified of the amendment by post, 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, NCA, 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 NCA, shall be written in English language. Any printed literature furnished by the tenderer may be written in another language provided they are accompanied by an accurate English translation of the relevant passages in which case, for purposes of interpretation of the tender, the English translation shall govern.

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

- 2.7.1 The tender prepared by the tenderer shall comprise the following components:
- (a) A Tender Form and a Price Schedule completed in accordance with paragraph 2.8, 2.9 and 2.10 below
  - (b) Documentary evidence established in accordance with paragraph 2.1.2 that the tenderer is eligible to tender and is qualified to perform the contract if its tender is accepted;
  - (c) Tender security furnished in accordance with paragraph 2.12 (if applicable)
  - (d) Declaration Form.



## **2.8. Form of Tender**

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

## **2.9. Tender Prices**

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

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

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

## **2.10. Tender Currencies**

2.10.1 Prices shall be quoted in Kenya Shillings

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

2.11.1 Pursuant to paragraph 2.1 the tenderer shall furnish, as part of its tender, documents establishing the 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 NCA'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 NCA 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.

2.12.4.1 Any tender not secured in accordance with paragraph 2.12.1. and 2.12.3 shall be rejected by NCA as non-responsive, pursuant to paragraph 2.20.5

2.12.4.2 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

2.12.4.3 The successful Tenderer's tender security will be discharged upon the tenderer signing the contract, pursuant to paragraph 2.29, and furnishing the performance security, pursuant to paragraph 2.30

2.12.5 The tender security may be forfeited:

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

## **2.13. Validity of Tenders**

2.13.1.1 Tenders shall remain valid for 60 days after date of tender opening pursuant to paragraph 2.18. A tender valid for a shorter period shall be rejected by NCA as non-responsive.

2.13.1.2 In exceptional circumstances, NCA 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 **one (1)** original and **one (1)** 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 NCA at the address given in the Invitation to Tender.  
Bear tender number and name in the invitation to tender and the words, "DO NOT OPEN BEFORE **Wednesday, 10<sup>th</sup> April, 2019 AT 11:00 am**

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, NCA will assume no responsibility for the tender's misplacement or premature opening.

## **2.16. Deadline for Submission of Tenders**

Tenders must be received by NCA at the address specified under paragraph 2.15.2 not later than **Wednesday, 10<sup>th</sup> April, 2019 at 11:00 am**

- 2.16.1 NCA 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 NCA and candidates previously subject to the deadline will thereafter be subject to the deadline as extended.
- 2.16.2 Bulky tenders which will not fit the tender box shall be received by NCA 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 NCA 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**

NCA will open all tenders in the presence of tenderers' representatives who choose to attend, on **Wednesday, 10<sup>th</sup> April, 2019 at 11:00 am** and in the location specified in the invitation for tenders. The tenderers' representatives who are present shall sign a register evidencing their attendance

- 2.18.1 The tenderers' names, tender modifications or withdrawals, tender prices, discounts, and the presence or absence of requisite tender security and such other details as NCA, at its discretion, may consider appropriate, will be announced at the opening.
- 2.18.2 NCA 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 NCA 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 NCA in NCA'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 NCA 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 NCA 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, NCA 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 NCA'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 NCA 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, NCA 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 NCA will evaluate and compare the tenders which have been determined to be substantially responsive, pursuant to paragraph 2.20

2.22.2 NCA'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

(i) NCA requires that the services under the Invitation for Tenders shall be performed at the time specified in the Schedule of Requirements. Tenderers offering to perform longer than NCA have required delivery time will be treated as non-responsive and rejected.

(b) Deviation in payment schedule

- (i) 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. NCA 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 NCA**

2.23.1 Subject to paragraph 2.19 no tenderer shall contact NCA 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 NCA 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 tenderers qualifications submitted by the tenderer, pursuant to paragraph 2.11.2, as well as such other information as NCA 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 NCA will proceed to the next lowest evaluated tender to make a similar determination of that Tenderer's capabilities to perform satisfactorily.

**2.25 Award Criteria**

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

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

- (a) Necessary qualifications, capability experience, services, equipment and facilities to provide what is being procured.
- (b) Legal capacity to enter into a contract for procurement
- (c) Shall not be insolvent, in receivership, bankrupt or in the process of being wound up and is not the subject of legal proceedings relating to the foregoing.
- (d) Shall not be debarred from participating in public procurement.

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

- 2.26.1 NCA 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 NCA's action. If NCA determines that none of the tenders is responsive, NCA shall notify each tenderer who submitted a tender.
- 2.26.2 NCA 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, NCA 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 NCA pursuant to clause 2.9. Simultaneously the other tenderers shall be notified that their tenders were not successful.
- 2.27.3 Upon the successful Tenderer's furnishing of the performance security pursuant to paragraph 2.29 NCA 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 NCA notifies the successful tenderer that its tender has been accepted, NCA 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 NCA.
- 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 NCA.
- 2.29.2 Failure by the successful tenderer to comply with the requirement of paragraph 2.29 or paragraph 2.30.1 shall constitute sufficient grounds for the annulment of the award and forfeiture of the tender security, in which event NCA may make the award to the next lowest evaluated tender or call for new tenders.

## 2.30 Corrupt or Fraudulent Practices

- 2.30.1 NCA 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 NCA will reject a proposal for award if it determines that the tenderer recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question
- 2.30.3 Further a tenderer who is found to have indulged in corrupt or fraudulent practices risks being debarred from participating in public Procurement in Kenya.

## Appendix to instructions to Tenderers

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

### (I) Provisions of Appendix to instructions to Tenderers

Instruction to tender reference	Particulars of Appendix to instructions to tenderers
2.1 Eligible Tenderers	Registered Insurance Underwriters only.
2.12 Tender Security	Tender security required- KShs. 200,000/= in the form of Unconditional Bank/insurance Guarantee.
2.14.1 Number of Tender Copies Required	One original and one copy properly bound and document <b>MUST be sequentially numbered/ paginated and initialed on all pages including attachments</b>
2.15.2 (b) State day, date and time of tender closing	<b>Wednesday, 10<sup>th</sup> April, 2019 at 11:00 am</b>
2.16.1 State day, date and time of tender closing	<i>As 2.15.2 (b) above</i>
2.16.3	Delivered to Manager Supply Chain, National Construction Authority, 9th Floor, KCB Building, Kenya Road, Nairobi.
2.18.1	<i>As 2.15.2 (b) above</i>
2.22. The evaluation criteria	See (II) below

## (II) CRITERIA OF EVALUATION

The method of evaluation will be Merit Point System

The evaluation criteria will be applied as indicated here below: -

1.	MANDATORY REQUIREMENTS	(YES/NO)
a)	Certified Copy of Certificate of Incorporation/Registration	
b)	Duly filled, signed and stamped form of tender	
c)	Duly filled signed and stamped Confidential Business Questionnaire	
d)	Duly filled signed and stamped Price Schedule form	
e)	Copy of Valid Tax Compliance Certificate from KRA	
f)	Certified copy of AKI membership for the current year 2019	
g)	Certified copy of registration certificate from IRA for 2019	
h)	A valid Single business permit from County Government for 2019	
i)	Submit copies of audited accounts for the latest three (3) financial years (2016, 2017 & 2018)	
j)	Duly filled, signed and stamped Self Declaration Form	
k)	Duly filled, signed and stamped Anti-Corruption Declaration form.	
l)	Dully filled, signed and stamped attached commitment letter	
m)	Provide Medical Reinsurance slip for the year 2019	
n)	Must have been in existence for the last nine years providing Medical Insurance Services ( <i>Attach copies of IRA registration certificates for the last Nine Years</i> )	
o)	Must have had a medical Insurance premium turnover of atleast Kshs. 500million in each of the last 3 years. ( <i>Please Tabulate and specify premiums for ease of calculations for each category.</i> )	
p)	Original and copy of Tender document MUST be paginated/ serialized/ Numbered sequentially and initialed on all pages including attachments	
q)	Submit a tender security of Kshs. 200, 000.00 in form of a bank/insurance guarantee from either commercial banks or insurance companies approved by PPRA valid for 150 days from date of tender opening. ( <i>Note: No self-guarantee, to use tender security from an Insurance company, you have to provide from a different company</i> )	
r)	Attach recommendation letters in clients' letterhead dully signed and stamped from 10 major hospitals in Nairobi accepting the use of your Insurance Cards to include the following hospitals; Nairobi Hospital, Agha Khan Hospital Nairobi, MP Shah Hospital, Mater Hospital, Avenue Hospital Nairobi, Getrude Hospital, Nairobi West Hospital, Metropolitan Hospital, Coptic Hospital, Nairobi Women Hospital dully signed and stamped. <i>(The recommendation letters must be current, issued in the year 2019)</i> <i>(Due diligence may be carried out to confirm this)</i>	



	<b><u>MANDATORY BENEFITS UNDER SPECIAL CLAUSES FOR STAFF</u></b>	
a)	<b>Maternity contingency: Kshs.150, 000</b> to cover pre-natal, delivery and post-natal and any other pregnancy related cases at no waiting period. <i>(NB: Must be stand-alone not within the Inpatient cover limit)</i>	
b)	<b>Dental treatment Maximum Kshs. 30,000 per family.</b> Dental to include filling, extraction, root canal, and scaling polishing, cleaning, braces, dental x-rays etc <i>(All must be provided).</i>	
c)	<b>Optical treatment Maximum 20,000 per member:</b> Optical to include treatment for deterioration/ correction of sight and replacement of spectacles/ frames and lenses. Allow for Optical frames limit of upto Kshs. 18,000, allow for Prescribed contact lenses within the approved limit	
d)	Provide for consultation fee of a maximum of Kshs. 5,000/-	
e)	Treatment of HIV opportunistic conditions including anti-Retroviral therapy and CD-4 Counts (must be indicated)	
f)	Must provide for General Medical check-ups once a year for employee and spouse.	
g)	All chronic illnesses, all pre-existing conditions and HIV Aids to be covered within inpatient and outpatient covers as applicable depending on the amount of benefit.	
h)	Must allow for Treatment of congenital defects.	
i)	Provision of six weeks medical cover to employees whenever travelling outside the country.	
j)	<b>Provision of private wards to members insured under category A and B and semi-private for those insured under category C.</b>	
k)	KEPI Baby friendly vaccines to be covered in full within the out-patient cover	
l)	Cater for accommodation/ Lodger fees for those accompanying children below 7 years	
	<b><u>MANDATORY BENEFITS UNDER SPECIAL CLAUSES FOR BOARD MEMBERS</u></b>	
a)	<b>Dental treatment Maximum Kshs. 20,000 per member;</b> Dental to include filling, extraction, root canal, and scaling polishing, cleaning, braces, dental x-rays etc.	
b)	<b>Optical treatment Maximum 20,000 per member;</b> Optical to include treatment for deterioration/ correction of sight and replacement of spectacles/ frames and lenses.	
c)	Provide for consultation fee of a maximum of Kshs. 5,000/-	
d)	Treatment of HIV opportunistic conditions including anti-Retroviral therapy and CD-4 Counts. <i>(must be indicated)</i>	

e)	Must provide for General Medical check-ups once a year for the principal member.	
f)	All chronic illnesses, all pre-existing conditions and HIV Aids to be covered within inpatient and outpatient covers as applicable depending on the amount of benefit.	
g)	Must allow for Treatment of congenital defects.	
h)	Provision of six weeks medical cover to board members whenever travelling outside the country.	
i)	Provision of private wards to members	
	<b>RESPONSIVENESS</b>	

**Note;**

**i) The bidder MUST meet all the mandatory requirements to qualify for technical evaluation. Any change not meeting the minimum requirement will lead to disqualification.**

**TECHNICAL EVALUATION**

2.	TECHNICAL EVALUATION			Scores
a)	List of (5) current Corporate Clients Attach copy of LSO/ Contract document (2 marks for each)			10
b)	Recommendation letters from five (5) Public Institutions in client letter head which MUST be signed in the last one year (Ministries, Parastatals or SAGAs) (3 marks each)			15
c)	At least five (5) current (2019) duly filled and stamped Client reference forms in the format provided. Client Reference Form Rating <ul style="list-style-type: none"> <li>• Excellent (2 marks each)</li> <li>• Good (1 mark each)</li> <li>• Average (0.5 marks)</li> <li>• Poor (0 marks)</li> </ul>			10
d)	Professional qualifications and experience of the Principal Officer who MUST be clearly stated in the list.	ACII/AIHK certification – 1 points	1	8
		Relevant degree – 1 point	1	
		Relevant experience – 1 point for every year’s experience in Insurance industry. - max.6 years	6	
e)	Professional qualifications and experience of two other technical personnel	ACII/AIHK – 1 point for each personnel	2	12
		Relevant degree – 1 point for each personnel	2	
		Relevant experience – 1 point each for every year’s experience in insurance industry. max.- 4 years	8	
f)	List at least three (3) other key professional staff and specify portfolio/ tasks. Attach CVs (2 marks for each professional up to max of 3)			6

g)	<b>Financial capability for the last three years:</b> Liquidity ratio; <ul style="list-style-type: none"> <li>• 2:1 ratio (2 Marks each year)</li> <li>• 1: 1 ratio (1 Mark each year)</li> <li>• Less – 0 point</li> </ul>	6
	Average medical premium turnover for the last one year - 2 marks for every Kshs. 1 billion handled ( <i>Please Tabulate and specify premiums for ease of calculations for each category.</i> ) (Max -8 marks)	8
h)	Benefits (Additional benefits to the cover will be evaluated and rated appropriately) 1 marks for each benefit up to a maximum of three (3) benefits	3
i)	Benefit cover for chronic illnesses, all pre-existing conditions and HIV Aids (Full cover within inpatient- 4 marks, Half cost of inpatient cover- 3 marks, a third cost of inpatient cover-2 marks, Less than a third – 0 marks)	4
j)	List of Health providers indicating their locations, contact person and telephone. (2 marks for 40- 60 hospitals, 4 marks for 61 - 100 hospitals and maximum 6 marks for more than 101 hospitals),	6
	List of specialist doctors/consultant/ pharmacists providers (1 mark each max 4 marks)	4
k)	General spread of indicated Health Providers Presence in majority of counties (clustered in the former 8 provinces) – (1 marks for each Region)	8
	<b>TOTAL TECHNICAL</b>	<b>100</b>

**PLEASE NOTE:**

- To qualify for financial evaluation a bidder must score a minimum of 80% percent.
- The Insurance firm will be evaluated according to the indicated criteria only.

**3. Financial Evaluation/ Award Criteria**

The firm attaining the lowest financial score after surpassing the minimum technical score shall be recommended for award.

### 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 NCA 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 NCA under the Contract.
- (d) “NCA” means the organization procuring the services under this Contract
- (e) “The Service provider” 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 Service provider shall not, without NCA’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 NCA in connection therewith, to any person other than a person employed by the service provider in the performance of the Contract.

3.4.2 The Service provider shall not, without NCA’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 NCA and shall be returned (all copies) to NCA on completion of the contract’s or performance under the Contract if so required by NCA.

### **3.5. Patent Rights**

3.5.1 The Service provider shall indemnify NCA 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 NCA the performance security where applicable in the amount specified in SCC

3.6.2 The proceeds of the performance security shall be payable to NCA 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 NCA 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 NCA and returned to the Candidate not later than thirty (30) days following the date of completion of the Service provider'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 Service provider in accordance with the terms specified by NCA in the schedule of requirements and the special conditions of contract

### **3.8 Payment**

3.8.1 The method and conditions of payment to be made to the service provider under this Contract shall be specified in SCC

3.8.2 Payment shall be made promptly by NCA, but in no case later than sixty (60) days after submission of an invoice or claim by the service provider

### **3.9 Prices**

3.9.1 Prices charges by the service provider for Services performed under the Contract shall not, with the exception of any price adjustments authorized in SCC vary from the prices quoted by the tenderer in its tender or in NCA'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 NCA within 30 days of receiving the request.

### **3.10 Assignment**

3.10.1 The Service provider shall not assign, in whole or in part, its obligations to perform under this Contract, except with NCA's prior written consent.

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

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

- (a) If the Service provider fails to provide any or all of the services within the period(s) specified in the Contract, or within any extension thereof granted by NCA.
- (b) If the Service provider fails to perform any other obligation(s) under the Contract
- (c) If the Contract in the judgment of NCA has engaged in corrupt or fraudulent practices in competing for or in executing the contract

3.11.2 In the event NCA 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 Service provider shall be liable to NCA for any excess costs for such similar services. However the service provider shall continue performance of the contract to extent not terminated.

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

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

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

3.13.1 NCA by written notice sent to the service provider, 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 service provider 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 NCA may elect to cancel the services and pay to the service provider an agreed amount for partially completed services.

### **3.14 Resolution of Disputes**

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

### **3.18 Notices**

3.1.1 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.

3.1.2 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

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

Reference of general conditions of contract	Special condition of contract
3.6 Performance Security	Performance security equivalent to 10% of tender sum required in form of unconditional bank guarantee
3.6.3	Unconditional bank/insurance guarantee
3.7 Delivery of Services	The insurance firm shall be required to confirm cover before the commencement date by delivering Policy Document and insurance certificates where applicable. The policy document shall be prepared and delivered within 30 days from the award notification date. <b>The Contract is for a period of 12months</b>
3.8 Payment	30 days after receipt of Invoice and Debit Notes
3.14 Resolution of Disputes	In case of a dispute between the service provider and the employer, the same shall be resolved amicably between the parties in the first instance failure to which the dispute shall be referred for arbitration as per provisions of the Arbitration Act of 1995 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	The Laws of Kenya/ The Insurance Act Cap 487
3.18 Notices	<b>The Executive Director, National Construction Authority, KCB Plaza, 9<sup>th</sup> Floor, Kenya Road, P.O. Box 21046 – 00100, Nairobi</b>

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

### **TENDER FOR PROVISION OF MEDICAL INSURANCE SERVICES**

#### **1.0 Background.**

National Construction Authority (NCA) was set up under the National Construction Authority Act, CAP 449A of 2011 and charged with the mandate to oversee the construction industry and coordinate its development.

The Authority currently has 286 employees; however this number is expected to grow hence the cost of additional staff will be prorated. NCA has set aside funds for the provision of medical services for its staff, spouses and their dependants during the financial year 2018/2019. The funds are intended to finance inpatient and outpatient medical services.

The selected medical provider(s) shall ensure that controls and procedures are not unnecessarily bureaucratic and cumbersome. The information to be provided by tenderers shall be detailed and correct to the best of tenderers knowledge and any misrepresentation shall render the tender non-responsive.

**The successful service provider will be awarded a twelve month contract.**

The scope of service as follows;

#### **2.0 Medical Services**

##### **2.1 Inpatient Scheme**

The inpatient scheme deal with illness or accidents that will lead to:

- (a) admission to hospital;
- (b) treatment while in hospital; and
- (c) Discharge from hospital and the cost of treatment thereof.

##### **2.2 Outpatient Scheme**

The Outpatient scheme deals with cases of illness and accidents not requiring admission into a hospital. Under this scheme, beneficiaries require examinations, diagnosis and speedy treatment at health clinics, hospitals etc with the aim of preventing any ailment or illness from growing into cases requiring hospitalization.

#### **2.3 Additional Information**

##### **2.3.1 Particulars of cover**

The medical cover exclusions, where applicable, **MUST** be clearly stated on a separate cover giving specific details on each exclusion.

One must also provide: -

1. Full details of what the cover provides
2. Eligible expenses included in the in-patient cover
3. Full details of what the cover excludes
4. Dependents eligibility (Children 0-22 years or up to 25 years if in school and Members up to 65 years of age)

### **2.3.2 Network coverage**

The bidder is required to provide the following:-

1. Full details of towns where the medical provider or Insurance Company is represented.
2. Full details of the medical cover outside Kenya and all exclusions that are applicable.

This is taking into consideration that National Construction Authority has employees in 12 regional offices spread across the country and also the facts that;

- a) Employee's do not necessarily stay with their family members; some may be staying up country in their rural homes, and that
- b) NCA members of staff frequently travel within and out of the country on official duties.

### **2.3.4 Preparation of Your Proposal**

1. Give a detailed report on how the cover is going to be administered,
2. Give an analysis on how the service provider intends to address the following issues/procedures:-
  - a) Admission of members into the cover,
  - b) Admission of members with pre-existing conditions into the cover.
  - c) Members to be covered fully in in-patient limit with no sub-limits.
  - d) Admission of HIV/AIDS related cases to the cover to be covered fully with no sub-limits,
  - e) Procedure to be followed for overseas cover,
  - f) Procedure to be followed to procure last expense (if any in your package)

## **GROUP MEDICAL COVER FOR STAFF**

### **A) CLASS OF INSURANCE COVER**

Cover for in-patient and out-patient medical expenses, including provision of funeral expenses (where a member dies in office) for the Members of staff.

### **B) EFFECTIVE DATE**

To be advised during the contract signing for a period of 12 Months.

### **C) INSURED PERSONS**

835 total (members of Staff and their dependants)

### **D) BENEFITS**

#### **Category A (NCA 1, 2, & 3)**

In patient Kshs.3, 000, 000 per Family  
Out Patient Kshs.350, 000 per Family  
Dental Cover Kshs. 30,000 per family  
Optical Cover Kshs. 20,000 per member  
Last expense Kshs.150, 000 per Employee

#### **Category B (NCA 4, 5 & 6)**

In patient Kshs.2, 000, 000 per Family  
Out Patient Kshs. 300, 000 per Family  
Dental Cover Kshs. 30,000 per family  
Optical Cover Kshs. 20,000 per member  
Last expense Kshs.100, 000 per Employee

#### **Category C (NCA 7 & Below)**

In patient Kshs.1, 500, 000 per Family  
Out Patient Kshs.250, 000 per Family  
Dental Cover Kshs. 30,000 per family  
Optical Cover Kshs. 20,000 per member  
Last expense Kshs.100, 000 per Employee

### **E) POPULATION**

The size of Family is a maximum of Member, Spouse and four (4) Children aged 0- 22 years or up to 25 years if in school.

**F) TOTAL PERSONS COVERED NCA STAFF & DEPENDANTS**

Class	Category A	Category B	Category C	Total Staff	Total Population
<b>Total Members/Category</b>	<b>15</b>	<b>170</b>	<b>101</b>	<b>286</b>	
M	1	64	16	81	81
M+1	0	27	11	38	76
M+2	2	32	29	63	189
M+3	4	19	25	48	192
M+4	5	21	13	39	195
M+5	3	7	7	17	102
<b>TOTAL</b>	<b>15</b>	<b>170</b>	<b>101</b>	<b>286</b>	<b>835</b>

**G) NCA STAFF CATEGORISED INTO THE THREE GROUPS BY GRADE AND AGE**

CLASS	AGE IN YEARS				TOTAL
	21-30	31-40	41-50	51 and above	
<b>JOB GROUP</b>					
NCA 1,2,&3 (A)	–	5	9	1	15
NCA 4,5 & 6 (B)	89	64	15	2	170
NCA 7, 8 & 9 C	41	46	8	6	101
<b>TOTAL</b>	<b>130</b>	<b>115</b>	<b>32</b>	<b>9</b>	<b>286</b>

- Total number of NCA Employees 286
- Total number of dependants 549
- Total Population - 835

**H) SPECIAL CLAUSES**

- Maternity contingency:** Kshs.200, 000 to cover pre-natal, delivery and post-natal and any other pregnancy related cases at no waiting period. (*stand-alone not within the Inpatient cover limit*)
- Caesarean Section** of atleast Kshs. 250,000/- and not limited to only the first caesarean section.
- Dental treatment** Maximum Kshs. 30,000 per family.
  - Dental to include filling, extraction, root canal, and scaling polishing, cleaning, braces, dental x-rays etc.
- Optical treatment** Maximum Kshs.20,000 per member
  - Optical to include treatment for deterioration/ correction of sight and replacement of spectacles/ frames and lenses.
  - Optical frames limit of upto Kshs. 18,000
  - Prescribed contact lenses within the approved limit
- Provide for consultation fee of a maximum of Kshs. 5,000/-
- Treatment of HIV opportunistic conditions including anti-Retroviral therapy and CD-4 Counts.

- g) General Medical check-ups once a year for employee and spouse.
- h) All chronic illnesses, all pre-existing conditions and HIV Aids to be covered within inpatient and outpatient covers as applicable depending on the amount of benefit.
- i) Treatment of congenital defects.
- j) Provision of six weeks medical cover to employees whenever travelling outside the country.
- k) Provision of private wards to members insured under category A and B and semi-private for those insured under category C.
- l) KEPI Baby vaccines to be covered in full within the out-patient cover.
- m) Cater for accommodation/ Lodger fees for those accompanying children below 7 years.

## **NCA BOARD GROUP MEDICAL COVER**

### **A) CLASS OF INSURANCE COVER**

Provision of one year (12 months) Medical Cover for in-patient and out-patient medical expenses, including provision of funeral expenses (where a member dies in office) for the Members of staff.

### **B) EFFECTIVE DATE**

To be advised during the contract signing for a period of 12 Months.

### **C) INSURED PERSONS**

Nine (9) Board Members

### **D) BENEFITS**

#### **Chairman (1 person)**

In patient Kshs.2, 000, 000 per member  
 Out Patient Kshs.100, 000 per member  
 Dental Cover Kshs. 20,000 per member  
 Optical Cover Kshs. 20,000 per member  
 Last Expense Ksh.100, 000 per member

#### **Other Board Members (8 persons)**

In patient Kshs.2, 000, 000 per member  
 Out Patient Kshs.100, 000 per member  
 Dental Cover Kshs. 20,000 per member  
 Optical Cover Kshs. 20,000 per member  
 Last Expense Kshs.100, 000 per member

### **E) POPULATION**

Board members are covered individually as a person (Principal member). Dependents not covered

**F) TOTAL PERSONS COVERED**

Class	Board members covered	Total
M	9	9

**G) NCA BOARD CATEGORISED INTO THE THREE GROUPS BY GRADE AND AGE**

TITLE	AGE IN YEARS				TOTAL
	21-30	31-40	41-50	51 and above	
Chairperson			1		1
Board Members		1	3	4	8
<b>TOTAL</b>		<b>1</b>	<b>4</b>	<b>4</b>	<b>9</b>

- Total number of NCA Board members – 9

**H) SPECIAL CLAUSES**

**THE FOLLOWING MUST BE PROVIDED**

**a) Dental treatment Maximum Kshs. 20,000 per member.**

- Dental to include filling, extraction, root canal, and scaling polishing, cleaning, braces, dental x-rays etc.

**b) Optical treatment Maximum 20,000 per member**

- Optical to include treatment for deterioration/ correction of sight and replacement of spectacles/ frames and lenses.
- Prescribed contact lenses within the approved limit

**c) Provide for consultation fee of a maximum of Kshs. 5,000/-**

**d) Treatment of HIV opportunistic conditions including anti-Retroviral therapy and CD-4 Counts.**

**e) General Medical check-ups once a year for principal member.**

**f) All chronic illnesses, all pre-existing conditions and HIV Aids to be covered within inpatient and outpatient covers as applicable depending on the amount of benefit.**

**g) Treatment of congenital defects.**

**h) Provision of six weeks medical cover to board members whenever travelling outside the country.**

**i) Provision of private wards to members**

## 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 and stamped by an authorized representative 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 NCA.
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 NCA.



# FORM OF TENDER

To:  
The Executive Director  
National Construction Authority  
P.O. Box 21046-00100  
Nairobi

Date .....

**Tender No. NCA/T/034/2018-2019**

Tender Name; **Provision of Medical Insurance Cover for NCA Staff & Board Members**

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:

**Staff Medical Insurance Services and Board Members Medical 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**

## **NATIONAL CONSTRUCTION AUTHORITY STAFF MEDICAL SCHEME PREMIUM SUMMARY**

### **A: EMPLOYEES COVER**

<b>COVER TYPE</b>	<b>CATEGORY A PREMIUM</b>	<b>CATEGORY B PREMIUM</b>	<b>CATEGORY C PREMIUM</b>	<b>TOTAL PREMIUM</b>
Inpatient				
Outpatient				
TOTAL AMOUNT INCLUSIVE OF TAXES				

### **AUXILIARY COVERS**

<b>COVER TYPE</b>	<b>LIMIT</b>	<b>POPULATION</b>	<b>PREMIUM</b>
Maternity			
Dental			
Optical			
Funeral cover			

### **B: BOARD OF DIRECTORS' MEDICAL SCHEME**

#### **DIRECTORS' COVER**

<b>COVER TYPE</b>	<b>PREMIUM</b>
Inpatient	
Outpatient	
TOTAL AMOUNT INCLUSIVE OF TAXES	

#### **AUXILIARY COVERS**

<b>COVER TYPE</b>	<b>PREMIUM</b>
Dental	
Optical	
Funeral cover	
TOTAL INCLUSIVE OF TAXES	

We undertake, if our tender is accepted, to place/ provide medical insurance covers/ services in accordance with the schedule rates and delivery dates specified herein above.

Name .....

Name of signatory: .....

In the capacity of:.....

Authorized Signature:.....

Company Rubber Stamp/Seal.....

**COMMITMENT LETTER**

Date.....

The Executive Director,  
National Construction Authority,  
KCB Towers, 9th Floor, Kenya Road,  
P O Box 21046– 00100,  
**NAIROBI.**

Dear Sir,

**REF: COMMITMENT TO INCLUDE ADDITIONAL SERVICE PROVIDERS &  
PROMPT PAYMENT**

We ..... (*name and address of the firm*)  
commit that we will include additional services providers (hospitals, medical specialists/  
consultants, pharmacies etc) to our panel within a month of receiving a written request from the  
Authority.

We also undertake, if our Tender is accepted, to pay the service providers promptly to avoid  
service disruption.

Authorized Signature.....

Name of Signatory.....

Title of Signatory .....

Official Stamp.....

## CONTRACT FORM

THIS AGREEMENT made the \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_\_ between National Construction Authority of \_\_\_\_\_ [country of Procurement entity] (hereinafter called NCA) of the one part and \_\_\_\_\_ [name of tenderer] of \_\_\_\_\_ [city and country of tenderer] (hereinafter called “the tenderer”) of the other part:

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

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

\_\_\_\_\_

# **CONFIDENTIAL BUSINESS QUESTIONNAIRE**

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

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

Part \_\_\_\_\_ General:

Business Name.....  
Location of business premises .....  
Plot No. .... Street/Road.....  
Postal Address ..... Tel. No. ....Fax ..... Email .....  
Nature of business .....  
Registration Certificate No. ....  
Maximum value of business which you can handle at any one time Kshs.....  
Name of your bankers ..... Branch .....

**Part 2(a) – Sole Proprietor:**

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

**Party 2(b) – Partnership**

Give details of partners as follows

	Name	Nationality	Citizenship Details	Shares
1.	.....	.....	.....	.....
2.	.....	.....	.....	.....
3.	.....	.....	.....	.....
4.	.....	.....	.....	.....
5.	.....	.....	.....	.....

**Part 2(c) Registered Company: Private or public** .....

State the nominal and issued capital of the company –

Nominal Kshs.. .....

Issued Kshs.....

Give details of all directors as follows

	Name	Nationality	Citizenship Details	Shares
1.	.....	.....	.....	.....
2.	.....	.....	.....	.....
3.	.....	.....	.....	.....
4.	.....	.....	.....	.....
5.	.....	.....	.....	.....

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

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

**SELF-DECLARATION FORM**

Date \_\_\_\_\_

To:

**The Executive Director  
National Construction Authority  
P.O. Box 21046-00100  
Nairobi**

The tenderer i.e. (name and address) \_\_\_\_\_

\_\_\_\_\_ declare the following:

- a) Has not been debarred from participating in public procurement.
- b) Has not been involved in and will not be involved in corrupt and fraudulent practices regarding public procurement.

Name.....

Title.....

Signature.....

Date.....

Official Stamp.....

(To be signed by authorized representative and officially stamped)

**ANTI-CORRUPTION DECLARATION COMMITMENT/ PLEDGE**

*(Sections 62 of the PPDA, 2015)*

I/We/Messrs.....

of Street, Building, P O Box.....

.....

Contact/Phone/E mail.....

declare that Public Procurement is based on a free and fair competitive Tendering process which should not be open to abuse.

I/We .....

declare that I/We will not offer or facilitate, directly or indirectly, any inducement or reward to any public officer, their relations or business associates, in connection with

Tender/Tender No .....

for or in the subsequent performance of the contract if I/We am/are successful.

Authorized Signature.....

Name of Signatory.....

Title of Signatory .....

Official Stamp.....

**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



## **PROFESSIONAL QUALIFICATIONS**

<b>Officer's Name</b>	<b>Position Held</b>	<b>Professional Qualifications (list)</b>	<b>Date of Qualification</b>	<b>Educational Qualification – Highest only e.g., University degree (Specify)</b>

Signature \_\_\_\_\_  
Chief Executive Officer/Principal Office

\_\_\_\_\_ Date

# **CLIENT REFERENCE FORM**

**(Five Clients to fill separate forms)**

Name of Insurance company.....

Name and address of Insured (Client).....

.....

## **Insurance Policies handled**

<b>Class of Insurance</b>	<b>Period of Cover</b>

## **Performance Evaluation**

(The insured to indicate client rating by ticking the appropriate box)

How do you rate the performance of the insurance company as per their responsiveness to the following:-	<b>Excellent</b>	<b>Good</b>	<b>Average</b>	<b>Poor</b>
1. Claims handling				
2. Underwriting responsiveness				
3. General customer care				

Name of authorized signatory.....

Title.....

Signature.....

Date.....

Official stamp of the Insured.....

Telephone contacts:-.....

## 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 National Construction Authority (hereinafter called <NCA> 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 NCA on the Form; or
2. If the tender, having been notified of the acceptance of its tender by NCA 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 NCA up to the above amount upon receipt of its first written demand, without NCA having to substantiate its demand, provided that in its demand NCA 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]

*(Amend accordingly if provided by Insurance Company)*

**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]

\_\_\_\_\_  
[Address]

\_\_\_\_\_  
[Date]

(Amend accordingly if provided by Insurance Company)

**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 National Construction Authority 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 order/orders that: -

- 1.
  - 2.
- etc

SIGNED ..... (Applicant)

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

---

**FOR OFFICIAL USE ONLY**

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

SIGNED  
Board Secretary