



**PROVISION OF MEDICAL INSURANCE
COVER FOR NCTTCA STAFF AND
DEPENDANTS**

TENDER NO. MED/INS/06/2020

TENDER DOCUMENT

CLOSING DATE: 15TH JUNE 2020 AT 10.00A.M

SECTION I - INVITATION FOR TENDERS**TENDER REF. NO. MED/INS/06/2020 PROVISION OF MEDICAL INSURANCE COVER FOR NCTTCA STAFF AND DEPENDANTS.**

Dear Sirs,

- 1.1 The NCTTCA, also referred here to as the Procuring Entity invites sealed tenders for the Provision of Medical Insurance Cover for its Staff and Dependants. The contract will be for a period of two years subject to Satisfactory Annual Performance Review (SAPR).
- 1.2 Tendering will be conducted through Open Tender as stipulated in the Authority's Internal Procurement Policy. All relevant documents can be viewed and downloaded from the Secretariat's website; <http://www.ttcanc.org/index.php>, at no fee.
- 1.3 Prices quoted should be net and in Kenya Shillings; inclusive of all taxes, and shall remain valid for (30) days from the closing date of the tender.
- 1.4 All companies requiring clarifications should direct their request to the email: pmwanthi@ttcanc.org and copied to: Procurement@ttcanc.org
- 1.5 Completed bid submissions must be in sealed envelope and either hand-delivered to NCTTCA offices or mailed to the postal address indicated below **on or before 15th June 2020, 1000hrs, East African Time, and addressed as**

TENDER NO. MED/INS/06/2020 - PROVISION OF MEDICAL
INSURANCE COVER FOR NCTTCA STAFF AND DEPENDANTS
(UNDERWRITERS ONLY).

**“DO NOT OPEN BEFORE 1000 HOURS EAST AFRICAN TIME ON
15th June 2020, 1000hrs,**

Addressed to:

THE EXECUTIVE SECRETARY,
NORTHERN CORRIDOR TRANSIT AND TRANSPORT
COORDINATION AUTHORITY,
PLOT 1196/1/MN, LINKS ROAD, NYALI,
P.O. BOX 34068-80118, MOMBASA

- 1.6 Tenders will be opened immediately after the elapse of the designated date for the bid submission. However, due to the prevailing Covid-19 situation, bidders and/or their representatives will not be allowed to attend the opening session.
- 1.7 Canvassing or lobbying for the tender shall lead to automatic disqualification of a bidder.

EXECUTIVE SECRETARY

**NORTHERN CORRIDOR TRANSIT AND TRANSPORT COORDINATION
AUTHORITY,**

SECTION II - INSTRUCTION TO TENDERERS

2.1. Eligibility of Tenderers

- 2.1.1 This invitation for tenders is open to all eligible tenderers as described in the appendix section of the instructions to tenderers. The successful tender 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 Employees of the Northern Corridor Secretariat, members of the Northern Corridor Executive Committee and their relatives (spouse and children) are not eligible to participate in the tender.
- 2.1.3 Tenderers with corruption records or fraudulent practices, as well as those debarred from participating in public procurement shall not be eligible for the process.

2.2 Cost of Tendering

- 2.2.1 The Tenderer shall bear all costs associated with the preparation and submission of documents, and the Northern Corridor Secretariat will in no case be responsible or liable for those costs.

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 the 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
- 2.3.2 The Tenderer is expected to examine all instructions, forms, terms and specification in the tender documents. Failure to complete all the required information in the tender documents or to submit a tender not substantially responsive to the tender documents in every respect will place the tenderer at a disadvantage that may lead to disqualification and rejection of the tender.

2.4 Clarifications on the Tender Documents

- 2.4.1 A Candidate making inquiries on the tender documents may notify the NCTTCA by email through the contact address indicated in the invitation for tenders. The Northern Corridor Secretariat will respond in writing to any request for clarifications in the tender documents, which is received not later than seven (7) days prior to the deadline for the submission of the tenders, as prescribed by the Authority. 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 Northern Corridor Secretariat shall reply to all clarifications sought by the tenderers within 2 days on receiving the request to enable the tenderers to make timely submissions of their tenders.

2.5 Amendment of Tender Documents

- 2.5.1 At any time prior to the deadline for submission of tenders, NCTTCA, 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/addendum by post, fax or email and such amendment will be binding on them.
- 2.5.3 In order to allow prospective tenderers reasonable time for preparing their tenders, NCTTCA at its own discretion, may extend the deadline for submission of the tenders.

2.6 Language of Tenders

- 2.6.1 The tender document, as well as all correspondences relating to the tender exchanged between the tenderers and NCTTCA, shall be written in English.

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 the tender is accepted;

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 Price Schedule the unit prices and total tender price of the proposed services under the contract in Kenya Shillings.

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 Contract price variations shall not be allowed for contracts not exceeding one year (12 months). Where contract price variation is allowed, the variation shall not exceed 10% of the original contract price.

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 the tender, documents establishing the tenderers eligibility to tender and its qualifications to perform the contract if the tender is accepted.

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

2.13. Validity of Tenders

2.13.1 Tenders shall remain valid for 90 days after date of tender opening pursuant to paragraph 2.18. A tender valid for a shorter period shall be rejected by the Authority as non-responsive.

2.13.2 In exceptional circumstances, the Authority 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 submit 1 ORIGINAL and 2 copies of **BID PROPOSAL** in hard copy as directed in the invitation to tenders.

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.

2.15 Sealing and Marking of Tenders

2.15.1 The BID PROPOSAL shall be placed on separate envelopes, then sealed and marked TENDER NO. MED/INS/06/2020 - PROVISION OF MEDICAL INSURANCE COVER FOR NCTTCA STAFF AND DEPENDANTS. "DO NOT OPEN BEFORE 1000 HOURS EAST AFRICAN TIME ON 15th June 2020, 1000hrs, and sent to Executive Secretary on the Address shown in the Invitation to Tender.

2.16. Deadline for Submission of Tenders

2.16.1 Tenders must be received by the Authority at the address specified under paragraph 2.15.2 not later than 15th June 2020, 1000hrs.

2.16.2 The Authority 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 Authority and candidates previously subject to the deadline will thereafter be subject to the deadline as extended.

2.16.3 Bulky tenders which will not fit the tender box shall be received by the Authority 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 the Authority 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.

2.18. Opening of Tenders

- 2.18.1 NCTTCA will open all tenders immediately. Because of the current situation of COVID-19, No bidder or their representatives will be allowed to attend the opening session. However, the Minutes of Opening can be availed to all bidders where necessary.
- 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 Authority, at its discretion, may consider appropriate, will be announced at the opening.

2.19 Clarification of Tenders

- 2.19.1 To assist in the examination, evaluation and comparison of tenders, the Authority may, at its discretion, ask the tenderers for clarifications on their tender. The request for clarifications and the responses shall be in writing, and no change in the prices or substance of the tenders shall be sought, offered, or permitted.

2.20 Preliminary Examination and Responsiveness

- 2.20.1 The Authority 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 provided that it is the correct amount written.
- 2.20.3 Prior to the detailed evaluation, pursuant to paragraph 2.20, the Authority 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 Authority's determination of a tender's responsiveness is to be based on the contents of the tender itself without recourse to extrinsic evidence.

2.21. Conversion to single currency

2.21.1 Where other currencies are used, NCTTCA 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 Authority will evaluate and compare the tenders which have been determined to be substantially responsive, pursuant to paragraph 2.20.

2.23. Contacting NCTTCA

2.23.1 Subject to paragraph 2.19 no tenderer shall contact the Authority on any matter relating to the 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 Authority in its decisions on tender evaluation, tender comparison, or contract award may result in disqualification and rejection of the tender.

2.24 Post-qualification

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 Authority 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 Authority 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 the Authority 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.

2.26. The Authority Reserves the Right to accept or Reject any or all Tenders

2.26.2 The Authority 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 qualifications 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 Authority 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 Authority pursuant to clause 2.9. Simultaneously the other tenderers shall be notified that their tenders were not successful.

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 Authority will simultaneously inform the other tenderers that their tenders have not been successful.

2.28.2 Within Seven (7) days of receipt of the Contract Form, the successful tenderer shall sign and date the contract and return it to the Authority.

2.30 Corrupt or Fraudulent Practices

2.30.1 The Authority 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/she has not and will not be involved in corrupt or fraudulent practices.

2.30.2 The Authority 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.

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.

Instructions to Tenderers	Particulars of Appendix to instructions to tenderers
2.1	The Identified Insurance Companies Licensed by the Insurance Regulatory Authority and eligible to provide medical insurance cover business in member states
2.10	Particulars of other currencies allowed. None
2.11	The Entity intends to engage the Medical Insurer for a period of 2 years Particulars of eligibility and qualifications documents of evidence required is outlined at 2.20.1
2.12.2	There will be no Bid Security
2.13.1	Validity of Tenders: Tenders shall remain valid for ninety days (90) days
2.20.1	<p>Technical Submission to be emailed shall have the following:</p> <ul style="list-style-type: none"> (i) Have a clear table of contents indicating sections and page numbers (ii) Contain the following documents clearly marked and arranged in the following MANDATORY DOCUMENTS which will be used during Preliminary Examination to determine responsiveness: <ul style="list-style-type: none"> 1. Copy of certificate of business registration [under companies Act.] Tenderers should have been in existence for at least the last five (5) years 2. Must be registered to provide medical cover with the Insurance Regulatory Authority Certificate for the year 2020 and a copy of the license attached. 3. Certified copy of Registration as member of Association of Kenya Insurers (AKI) for year 2020. A copy of the membership certificate must be attached in the tender document 4. The Insurer must submit a copy of the current and valid Tax Compliance Certificate (s) from KRA 5. Tender Form duly Completed, Signed and Stamped by the Tenderer in the format provided. 6. Must submit a duly completed, signed and stamped Confidential Business Questionnaire in the format provided accompanied by relevant documentation. 7. Proof of having done an annual premium of not less than Ksh. 120 Million in 2019. 8. Must provide their experience in provision of services of similar nature and magnitude in the last five (5) years. The information should include list of clients, names and addresses of clients who may be contacted for further information on those contracts 9. The CVs/resumes of the four (4) Key professional staff with qualifications and experience in insurance matters named <i>under section 2.22 below [Step 2</i>

Technical evaluation (b) -Staff qualifications and experience]

10. A written declaration signed by the Firm's Principal Officer/person authorized that all information provided is accurate and that any material misrepresentation could lead to disqualification or policy cancellation.
11. The Insurer must provide evidence of Re-insurance arrangements with reputable Re-insurers
12. Provide a list of all the exclusions under in-patient and out-patient. If the Scheme does not have any exclusions please confirm the same in writing. If the list or the confirmation either is missing then the bidder will be considered as having been non-responsive to this requirement and therefore disqualified.
13. Provide limits if any on the following:

13.1 In-Patient Limits

	Particulars	Amount (Ksh)
i	In-patient limit per family	2 Million
ii	Bed Capacity	
iii	Pre-existing, Chronic and HIV/Aids Cover	
iv	Prematurity and Congenital conditions	
v	Psychiatric illness	
vi	In-patient non-accidental dental cover	
vii	Inpatient non-accidental optical Cover excluding laser eye surgery	
ix	Cataract operation	
x	Maternity- normal delivery	
xi	Maternity-caesarean	
xii	Post-Hospitalization visits/follow-ups within 30 days	
Xiii	External appliances on prescription (wheel corsets/walking frames, crutches and all assistive devices for PWDs)	
xiv	Last Expense per family	
xv	Inpatient dental and optical hospitalization resulting from accident	

13.2 Out-Patients Limits

	Particulars	Amount (Ksh)
i	Out-patient limit per family	250,000
ii	Consultation-General Practitioner	
iii	Consultation- Specialist	
iv	General Check-ups for employees & spouses only (including one PSA & Pap smear)	
v	KEPI & Baby Friendly vaccines for children	

	aged up to 1.5 years	
	vi Counselling upon referral by a general practitioner	
	vii Physiotherapy-Per Session	
2.22	<p><u>Step 1: Preliminary Evaluation</u> Tender's submission will be checked for completeness and compliance to the stated tender submission requirements which include documents specified in paragraph 2.20.1 above. At this stage, the vendor submission will either be responsive or non-responsive. The non-responsive will not proceed to the next stage.</p> <p><u>Step 2: Technical Evaluation</u></p> <p><i>a) Firm's Experience: (15 Marks)</i> A brief description of the firm's organization and an outline of experience in provision of insurance services of a similar nature to 5 different clients for the last 5 years. (3 Marks Each)</p> <p><i>b) Staff qualification and Experience (10 Marks)</i></p> <p><i>c) List of Proposed Hospitals and Doctors (15 Marks)</i> Comprehensive list of Hospitals, General Practitioners and Specialists Doctors where our Staff would receive medical services. In Addition, list and provide letters/contracts confirming credit facilities for the last two years from a minimum of 8 hospitals among the listed from the member states</p> <p><i>d) Added services (10 Marks).</i></p> <p><i>e) Preliminary Evaluation -10%</i></p> <p>The Total Technical Score = 60%.</p> <p><u>Step 3: Financial Evaluation FINANCIAL SUBMISSION</u></p> <ul style="list-style-type: none"> • The Total Premium itemized for the 4 components (i.e. In-patient, Out-patient, Dental & optical) • The Financial Proposal should include all, the local Taxes, duties, fees, levies and other charges imposed under the law. <p>Financial Evaluation will be evaluated against the total 40%</p>	
	<p><u>Step 4: Selection of the lowest bidder</u> The Authority recognizes that the best placed Insurance Company to provide the insurance services is the one that best understands the insurance industry and the requirements of the client. Therefore, the selection process will be based on the lowest evaluated bidder.</p>	

2.24.3	Award Criteria: Awarded to the Lowest Evaluated Bidder who has successfully passed the technical evaluation process.
	All clarifications can sought via pmwanthi@ttcanc.org with copy to:

SECTION V - SCHEDULE OF REQUIREMENTS

1. GENERAL

NCTTCA seeks to engage an Insurance Underwriting Company to provide Medical Cover for its staff and dependents as per the description below.

NCTTCA BACKGROUND

The Northern Corridor is a multimodal trade route linking the landlocked countries of the Great Lakes Region with the Kenyan maritime sea port of Mombasa. The Northern Corridor Transit and Transport Agreement (NCTTA) is a treaty coupled with 11 protocols signed in 1985 and revised in 2007 for regional cooperation with a view of facilitating interstate and transit trade, between the Member States of Burundi, Democratic Republic of Congo, Kenya, Rwanda, and Uganda. South Sudan acceded to the Agreement in 2012.

The NCTTA is a comprehensive agreement with defined 11 Protocols on strategic areas for regional cooperation relating to: Maritime Port Facilities, Routes and Facilities, Customs Controls and Operations, Documentation and Procedures, Transport of Goods by Rail, Transport of Goods by Road, Inland Waterways Transport of Goods, Transport by Pipeline, Multimodal Transport of Goods, Handling of Dangerous Goods and Measures of Facilitation for Transit Agencies, Traders and Employees.

The objectives of the agreement are based on 3 pillars of sustainable transport namely economic pillar aiming at promoting efficient and competitive transport; social pillar with the view to fostering an inclusive transport and the environmental pillar for a green freight transport.

The **Northern Corridor Transit and Transport Coordination Authority (NCTTCA)** was established and mandated by the Member States to oversee the implementation of the agreement, to monitor its performance and to transform the Northern trade route into an economic development corridor and making the corridor a seamless, efficient, smart and green Corridor.

Vision

NCTTCA's vision is to be a Smart, Sustainable, Economic and most Competitive Trade and Transport Corridor in Africa.

Mandate and Objectives

The Northern Corridor Transit and Transport Coordination Authority (NCTTCA) was established under the NCTTA Treaty to oversee the implementation of the Agreement.

The NCTTCA was therefore mandated by its Member States to transform the Northern corridor into an economic development corridor through Spatial Development Programme and making the corridor a seamless, efficient and smart Corridor. More recently, the Northern Corridor Integration Summit had reiterated the Secretariat's mandate to monitor and report regularly on the performance of the Corridor.

The overall mandate of the NCTTCA therefore, is the removal of all obstacles to the flow of trade and services along the Northern Corridor. In fulfilling this mandate, the objectives of the NCTTCA are as specified in the 2007 Agreement namely:

- a) To facilitate trade, the movement of persons, vehicles and goods in domestic, regional and international transport.
- b) To stimulate economic and social development in the territories of the contracting parties.

SCOPE OF THE MEDICAL COVER

1. Provision of In-patient services for staff and dependents as per attached list up to a limit of Ksh 2 Million per family. These services shall include

- 1.1 Accidental and illness hospitalization
- 1.2 Admission in an NHIF accredited Hospital
- 1.3 Doctor's fees
- 1.4 Laboratory investigations
- 1.5 Prescribed medicines
- 1.6 Theatre including surgeons and anesthetics fees
- 1.7 Intensive care unit (ICU/ and High Dependency Unit HDU)
- 1.8 Overseas evacuation for treatment not locally available
- 1.9 Day care surgery
- 1.10 Inpatient Gynecological illness
- 1.11 Maternity both normal delivery and cesarean

2. Provision of out-patient services up to a limit of Ksh. 250,000 per family per year. Such services shall include:

- 2.1 Consultations with General Practitioners
- 2.2 Consultations with specialists upon referral by general Practitioners
- 2.3 Laboratory investigations and X-rays
- 2.4 Prescription medicines
- 2.5 Outpatient procedures such as dressings and minor theatre operations
- 2.6 Physiotherapist's fees
- 2.7 HIV, Chronic and pre-existing conditions including ARVs up to prescribed limits

- 2.8 Ante- and-post-natal clinic
- 2.9 Annual General Check -up for Staff member and spouse only
- 2.10 General Check-up for employees and spouses only
- 2.11 HIV, Chronic and pre-existing conditions including ARVs up to prescribed limits
- 2.12 Routine Immunization (KEPI)
- 2.13 Health education awareness programs
- 2.14 Physiotherapy up to prescribed limits per session

3. Provision for Dental services up to a limit of Ksh. 80,000 per family per year

- 3.1 Dentists Consultations;
- 3.2 Tooth extractions, filling crowns and gaps;
- 3.3 Scaling and tooth polishing;
- 3.4 Root canal treatment;
- 3.5 Dentures.

4 Provision of Optical services up to a limit of Ksh. 80,000 per family per year. Such services to include;

- 4.1 Ophthalmologists consultations;
- 4.2 Eye testing, treatment and medication;
- 4.3 Prescribed eye glasses and contact lenses.

OTHERS DETAILS

The scope of services for the Insurance Company will include but not limited to the following: -

- i. Structuring and obtaining optimum Policy Covers in accordance with the tender submitted.
- ii. Issue Policy Documents and any Endorsement there-in in conformity with specifications in the Tender document and not restrict cover by way of warranties or endorsements or special conditions subsequent to award. Should this occur, the Authority shall call on the tender security.
- iii. Ensure proper claims administration by fully coordinating prudent requirements between The Authority and itself.
- iv. Ensure all fully documented claims are settled within twenty-one (21) days.
- v. Ensure preparation of monthly claims bordereaux reports, which must be submitted to The Authority Head by the 15th of the following month.
- vi. Negotiate amicably with the Authority on any other pertinent aspects of the policy that may arise during the term of policy.
- vii. Arrange quarterly meetings to review performance of the policy by 15th of the following quarter.

- viii. Ensure that the sums insured under the policy will be adjustable accordingly by suitable means at the discretion of the Authority from time to time.
- ix. Assign a messenger to collect/deliver insurance mail on daily basis or as need arises.
- x. Such other service as may be related or ancillary to the due performance of the above work.

SECTION VII - STANDARD FORMS

Form of Tender

To:

Date _____

Tender No. MED/INS/06/2020

Tender Name: **PROVISION OF MEDICAL INSURANCE COVER FOR NCTTCA STAFF AND DEPENDANTS (UNDERWRITERS ONLY).**

Gentlemen/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 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 Medical Insurance Cover Services in accordance with the conditions of the tender.
3. We agree to abide by this Tender for a period of[number] days from the date fixed for Tender opening of the Instructions to Tenderers, and it shall remain binding upon us and may be accepted at any time before the expiration of that period.
4. This Tender, together with your written acceptance thereof and your notification of award, shall constitute a Contract between us subject to the signing of the contract by both parties.
5. We understand that you are not bound to accept the lowest or any tender you may receive.

Dated this _____ day of _____ 2020

[Signature]

[In the capacity of]

Duly authorized to sign tender for and on behalf of _____

Price Schedule Form

ITEM NO.	DESCRIPTION OF HEALTH COVER	% Rate Premium
1.	In-Patient Services	
2.	Out-patient Services	
3	Dental Services	
4.	Optical Services	
5.	ETC	

NB- The bidder can amend as necessary

CONTRACT FORM

THIS AGREEMENT is made on *[insert date]* between NCTTCA of (hereinafter called “the Procuring entity”) of the one part and *[name of tenderer]* of *[address, city and country of tenderer]* (hereinafter called “the tenderer”) of the other part:

WHEREAS NCTTCA desires to engage the services of the Tenderer, on the terms and conditions hereinafter set forth, and:

WHEREAS the tender is ready and willing to accept this Contract with NCTTCA on the said terms and conditions,

NOW, THEREFORE, the Parties hereby agree as follows:

1. Nature of services

The tenderer shall perform the services as described in the Scope of Medical Cover Paragraph.

2. Duration of contract

This Contract shall commence on [1st July 2020], and shall expire for a period of two (2) years upon satisfactory performance of the services described above, but not later than [30th June 2022], unless sooner terminated in accordance with the terms of this Contract. This Contract is subject to all Conditions specified on 2.3 of Instruction to Tenderers.

3. Consideration

As full consideration for the services performed by the Tenderer under the terms of this Contract, NCTTCA shall pay the Tenderer a total sum of Ksh ----- (Evaluated Contract sum)- in accordance with the payment schedule below.

Premium	Due date	Amount in [Ksh]
In-patient Services	Within 10 days upon Contract Signing	
Out-patient Services	Within 10 days upon Contract Signing	
Dental services	Within 10 days upon Contract Signing	
Optical Services	Within 10 days upon Contract Signing	
Total Premium		

4. Rights and Obligations of the Individual contractor

The rights and obligations of the Tenderer are strictly limited to the terms and conditions of this Contract, including its Annexes.

Accordingly, the Tenderer shall not be entitled to any benefit, payment, subsidy, compensation or entitlement, except as expressly provided in this Contract. The Tenderer shall be solely liable for claims by third parties arising from the Tenderer's own acts or omissions in the course of performing this Contract, and under no circumstances shall NCTTCA be held liable for such claims by third parties.

5. Interpretation

In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.

6. Other documents

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

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

For the NCTTCA

Name _____
Position/designation

Signature (Official Seal) _____

Date: _____

For the Tenderer

Name _____
Position/designation

Signature (Official Seal) _____

Date: _____

CONFIDENTIAL BUSINESS QUESTIONNAIRE

You are requested to give the particular indicated in Part 1 and either Part 2(a), 2(b), or 2(c)

Which ever applies to your type of business:

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

Part _____ 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
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1.
.....
.....

2.
.....
.....

3.
.....
.....

4.
.....
.....

5.
.....
.....

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

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