



**PROVISION OF MEDICAL INSURANCE COVER FOR EMPLOYEES AND
DEPENDANTS OF THE NORTHERN CORRIDOR TRANSIT AND
TRANSPORT COORDINATION AUTHORITY**

TENDER REF. No. NCTTCA/MED/INS/2025/I

CLOSING DATE: 16th JUNE , 2025 AT 5.00 PM

INTRODUCTION

1. The Northern Corridor is the transport system linking the Countries of the Great Lakes Region, i.e. Burundi, the Democratic Republic of Congo, Rwanda, South Sudan and Uganda, to the maritime port of Mombasa in Kenya. The Corridor also serves parts of Southern Somalia, Northern Tanzania and Ethiopia.
2. The Northern Corridor Transit Agreement (NCTA) is a Multilateral Treaty for facilitating the movement of transit cargo from the port of Mombasa toward the hinterland of the Member States. Signed in 1985 and ratified in 1986, NCTA offers a mechanism for the facilitation of transit trade in the landlocked countries through the port of Mombasa. To ensure its implementation, NCTA led to creation of the Northern Corridor Transit and Transport Coordination Authority (NCTTCA).
3. The objective of the Northern Corridor Transit and Transport Agreement is to promote the use of the Northern Corridor as the most efficient way for land/surface transport between respective countries and the sea; and to offer the right of transit to the signatory countries in order to facilitate the movement of goods through respective territories, in addition to providing all the necessary transit traffic facilities between them, in accordance with the provisions of the agreement.
4. The Organization has allocated resources to be used for provision of Medical Insurance for the Financial Years 2025/2026.
5. The organization now invites sealed short-listing submission from eligible service providers to provide Medical Insurance of its employees and their dependants for the period of the two years.

SECTION I - INVITATION FOR TENDERS

Date: 27th May, 2025

Tender Ref No. NCTTCA/MED/INS/2025/I

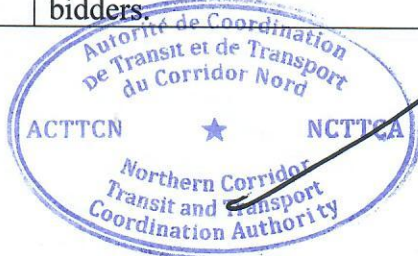
TENDER NAME: PROVISION OF MEDICAL INSURANCE COVER FOR EMPLOYEES AND DEPENDATES OF NCTTCA FOR A PERIOD OF TWO YEARS

- 1.1 **NORTHERN CORRIDOR TRANSIT AND TRANSPORT CORDINATION AUTHORITY (NCTTCA)** intends to provide **Medical Insurance Services for its employees and their dependants** for the next 2 years, for which this Request for Proposals (RFP) is issued.
- 1.2 NCTTCA now invites service providers to provide Technical Proposals for Provision of Medical Insurance Services for its staff and their dependants. More details on the services and requirements are provided in the bid documents.
- 1.3 Proposals will be conducted and evaluated in accordance with the Northern Corridor Transit and Transport Coordination Authority procurement guidelines.
- 1.4 The Proposals/bid documents must be sent through email to NCTTCA on procurement@ttcanc.org by **16th June 2025 at 5:00PM**. Late Proposals shall not be accepted. **Northern Corridor Transit and Transport Coordination Authority** reserves the right to accept or reject any application/proposal and is not bound to give reasons for its decision.

For inquiries, contact us at tca@ttcanc.org or Tel: +254729923574

- 1.5 The planned procurement schedule (subject to changes) is as follows:

No.	Activity.	Dates.
a.	Issue of bid documents	May 2025
b.	Bid documents submission	June 2025
c.	Evaluation process	Within in 15 days
e.	Communication to the successful bidders	Within in 5 days from date of approval of evaluation report.
f.	Issue and signature of letters to successful bidders	N/A



Dr. John Deng Diar Diing, PhD, PE
EXECUTIVE SECRETARY

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 The procuring entity's employees and their dependants (spouse and children) are not eligible to participate.
- 2.1.3 Tenderers involved in corrupt or fraudulent practices or debarred from participating in public procurement shall not be eligible.

2.2 Cost of Tendering

- 2.2.1 The Tenderer shall bear all costs associated with the preparation and submission of its tender, and the procuring entity, will in no case be responsible or liable for those costs. Regardless of the conduct or outcome of the tendering process.

2.3 Contents of Tender Document

- 2.3.1 The tender documents comprise the documents listed below and addenda issued in accordance with 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
- (x) Tender Security Form
- (xi) Performance security Form
- (xii) Insurance Company's Authorization 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 the Procuring entity by email at the procuring entity's email address indicated in the Invitation for tenders. The Procuring entity will respond in writing to any request for clarification of the tender documents, which it receives not later than seven (7) days prior to the deadline for the submission of the tenders, prescribed by the procuring entity. Written copies of the Procuring entities response (including an explanation of the query but without identifying the source of inquiry) will be sent to all candidates who have submitted tender documents.

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

2.5 Amendment of Tender Documents

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

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

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

2.6 Language of Tenders

The tender prepared by the Tenderer, as well as all correspondence and documents relating to the tender exchanged by the tenderer and the Procuring entity, shall be written in English language. Any printed literature furnished by the tenderer may be written in 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 2.11.2 that the tenderer is eligible to tender and is qualified to perform the contract if its tender is accepted;
 - (c) 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

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.

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

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.

2.10. Tender Currencies

- 2.10.1 Prices (Premium) shall be quoted in Kenya Shillings or US dollars

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 its tender is accepted.
- 2.11.2 The documentary evidence of the tenderer's qualifications to perform the contract if its tender is accepted shall establish to the Procuring entity's

satisfaction that the tenderer has the financial and technical capability necessary to perform the contract.

2.12. Validity of Tenders

- 2.12.1 Tenders shall remain valid for 90 days after date of tender opening. A tender valid for a shorter period shall be rejected by the Procuring entity as non-responsive.

In exceptional circumstances, the Procuring entity may solicit the Tenderer's consent to an extension of the period of validity. The request and the responses thereto shall be made in writing.

2.13. Format and Signing of Tenders

The tenderer shall prepare an original copy of the tender in appropriate manner, scan it and send it through the email address in the document.

- 2.13.1 The original 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 initialled by the person or persons signing the tender.
- 2.13.2 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 initialled by the person or persons signing the tender.

2.15 Sealing and Marking of Tenders

- 2.15.1 The tenderer shall scan the original copy of the tender duly marked as "ORIGINAL TENDER" and send it to the official email receiving the tenders that is indicated in the bid documents.

- 2.15.2 The scanned documents shall:

- (a) Be addressed to the Procuring entity at the email address given in the Invitation to Tender.
- (b) Bear tender number and name in the invitation to tender.

Deadline for Submission of Tenders

- 2.16

*Tenders must be received by the Procuring entity at the email address specified under invitation to tender not later than **16th June, 2025 at 5.00 pm.***

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

2.17. Modification and Withdrawal of Tenders

- 2.17.1 The tenderer may modify or withdraw its tender after the tender's submission, provided that written notice of the modification, including substitution or withdrawal of the tenders, is received by the Procuring entity prior to the deadline prescribed for submission of tenders.
- 2.17.2 The tenderer's modification or withdrawal notice shall be prepared, scanned, and sent in accordance with the provisions of paragraph 2.15. a withdrawal notice may also be sent by email but followed by a signed scanned confirmation copy, 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.

2.18 Clarification of Tenders

- 2.18.1 To assist in the examination, evaluation and comparison of tenders the Procuring entity may, at its discretion, ask the tenderer for a clarification of its tender. The request for clarification and the response shall be in writing, and no change in the prices or substance of the tender shall be sought, offered, or permitted.
- 2.18.2 Any effort by the tenderer to influence the Procuring entity in the Procuring entity's tender evaluation, tender comparison or contract award decisions may result in the rejection of the tenderers' tender.

2.19 Preliminary Examination and Responsiveness

- 2.19.1 The Procuring entity will examine the tenders to determine whether they are complete, whether any computational errors have been made, whether the documents have been properly signed, and whether the tenders are generally in order.
- 2.19.2 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 where applicable. If there is a discrepancy between words and figures, the amount in words will prevail.
- 2.19.3 The Procuring entity may waive any minor informality or non-conformity or irregularity in a tender which does not constitute a material deviation provided such waiver does not prejudice or affect the relative ranking of any tenderer.
- 2.19.4 Prior to the detailed evaluation, pursuant to paragraph 2.20, the Procuring entity will determine the substantial responsiveness of each tender to the tender documents. For purposes of these paragraphs, a substantially responsive tender is one which conforms to all the terms and conditions of the tender documents without material deviations the Procuring entity's determination of a tender's responsiveness is to be based on the contents of the tender itself without recourse to extrinsic evidence.
- 2.19.5 If a tender is not substantially responsive, it will be rejected by the procuring entity and may not subsequently be made responsive by the tenderer by correction of the nonconformity.

2.20. Evaluation and Comparison of Tenders

- 2.21.1 The Procuring entity will evaluate and compare the tenders which have been determined to be substantially responsive.
- 2.21.2 The Procuring entity's evaluation of a tender will take into account, in addition to the tender price, the following factors, in the manner and to the extent indicated in paragraph 2.21.3.

- (a) Operational plan proposed in the tender;

- (b) Deviations in payment schedule from that specified in the Special Conditions of Contract

2.21.3 Pursuant to paragraph 2.21.2., the following evaluation methods will be applied.

- (a) Operational Plan
 - (i) The Procuring entity requires that the services under the Invitation for Tenders shall be performed at the time specified in the Schedule of Requirements. Tenders' offering to perform longer than the procuring entity's required delivery time will be treated as non-responsive and rejected.
- (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. The Procuring entity may consider the alternative payment schedule offered by the selected tenderer.

2.21.4 The tender evaluation committee shall evaluate the tender within a maximum period of 15 days.

2.20. Contacting the Procuring entity

2.22.1 Subject to paragraph 2.18 no tenderer shall contact the Procuring entity on any matter relating to its tender, from the time of the tender opening to the time the contract is awarded.

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

2.23 Post-qualification

2.23.1 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.

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, as well as such other information as the Procuring entity deems necessary and appropriate.

2.23.2 An affirmative determination will be a prerequisite for award of the contract to the tenderer. A negative determination will result in rejection of the Tenderer's tender, in which event the Procuring entity will proceed to the next lowest evaluated tender to make a similar determination of that Tenderer's capabilities to perform satisfactorily.

2.24 Award Criteria

2.24.1 The procuring entity will award the contract to the highest-scoring tenderer whose submission is deemed substantially responsive in both the technical and financial evaluations.

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

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

2.25. Procuring Entity's Right to accept or Reject any or all Tenders

- 2.25.1 The Procuring entity reserves the right to accept or reject any tender, and to annul the tendering process and reject all tenders at any time prior to contract award, without thereby incurring any liability to the affected tenderer or Tenderers or any obligation to inform the affected tenderer or Tenderers of the grounds for the Procuring entity's action. If the Procuring entity determines that none of the tenders is responsive, the Procuring entity shall notify each tenderer who submitted a tender.
- 2.25.2 The procuring entity shall give prompt notice of the termination to the tenderers and on request give its reasons for termination within 14 days of receiving the request from any tenderer.
- 2.25.3 A tenderer who gives false information in the tender document about his qualification or who refuses to enter into a contract after notification of contract award shall be considered for debarment from participating in future public procurement.

2.26 Notification of Award

- 2.26.1 Prior to the expiration of the period of tender validity, the Procuring entity will notify the successful tenderer in writing that its tender has been accepted.
- 2.26.2 The notification of award will signify the formation of the contract subject to the signing of the contract between the tenderer and the procuring entity. Simultaneously the other tenderers shall be notified that their tenders were not successful.

2.27 Signing of Contract

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

- 2.27.4 The parties to the contract shall have it signed within 15 days from the date of notification of contract award unless there is an administrative review request.

2.28 Corrupt or Fraudulent Practices

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

APPENDIX TO INSTRUCTIONS TO TENDERERS

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

Instruction to tender reference	Particulars of Appendix to instructions to tenderers
2.1	Indicate eligible Tenderers: The invitation is open to Insurance Underwriting Companies Licensed by the Insurance Regulatory Authority to transact Medical Insurance Covers.
2.11.1	Qualification Information statement: This shall not be required
2.2	Price to be charged for tender documents. No charge, downloaded from the Organizations' website.
2.11.2	Particulars of eligibility and qualifications documents of evidence required. Copies of: - i) Certificate of Registration under the companies Act ii) Copy of valid Registration with the Insurance Regulatory Authority for the current year iii) Certificate of valid tax compliance Audited iv) Accounts for the last two years v) Properly filled Confidential Business Questionnaire
2.2	Validity of Tenders: Tenders shall remain valid for 120 days after date of Tender Opening
2.16	State day, date and time of tender closing: 16th, June 2025 at 5.00 PM
2.16	Deadline for submission of Tenders: 16th June, 2025 at 5.00 PM
2.20	Evaluation and Comparison of Tenders: The proposals will be evaluated in three stages as follows: <u>A) Stage One Mandatory Requirements to be evaluated on a 'Yes or No' basis:</u> a) Certificate of Registration and /or Incorporation. b) Duly filled and Signed Form of Tender and premium schedule. c) VAT /PIN Certificate from Government Revenue Authority d) Valid Tax Compliance Certificate from Government Revenue Authority e) Valid Single Business Permit/Trade license issued by relevant government

agency.

- g) Valid Registration Certificate by Insurance Regulatory Authority (IRA) as Medical Insurance Underwriter
- h) Registration as a member of Association of Medical Insurance Providers
- i) Must submit a copy of Current Re-insurance slips/cover notes or proof from Insurance Regulatory Authority that re-insurance arrangements are in place
- j) Valid Evidence of membership from Association of Insurer's
- k) Attach Extract of Certified Copies of Financial Audited statements composed of (Auditors' Opinion, Statement of Comprehensive Income, Statement of Financial Position, Cashflow Statement and Statement of Changes in Equity for the last 2 years 2023 and 2024.
- l) Properly filled, signed and stamped mandatory Confidential Business Questionnaire.
- m) Presentation of a well serialized and properly paginated tender document including the attachments.
- n) Must have a Professional Indemnity Insurance Cover of equivalent to at least Kshs. 50 Million or USD 400,000 and a valid copy be submitted.
- o) Provide a written declaration of any pending litigation issues either for or against the company if any or not.

N/B: ALL THE ABOVE MUST BE MET TO QUALIFY FOR THE 2nd STAGE

B) Stage Two: Technical Evaluation (Total Points 100)

No.	Evaluation Area	Criteria	Score
1)	General Experience	Company profile, board composition, and experience of the technical and management team	5
		Demonstrated experience managing at least five (5) large corporate medical schemes with contract values and scope of service	10
2)	Specific Experience	At least three (3) recent comparable medical insurance clients with reference (These should be different from the ones listed above)	15
3)	Technical Capacity	Accredited provider network with national and regional hospital/clinic reach	10
		Proposed benefit enhancements above the minimum scheme requirements	5
		Proven claims service performance supported by at least five (5) recent client testimonials	10
		Team qualifications, industry certifications, and regulatory compliance	10
		Clarity and conformity of policy exclusions with prevailing insurance norms and standards	5
4)	Financial Strength	Paid-up share capital of at least KES 500 million or USD equivalent as per audited accounts	5
		Net reinsurance recoveries from medical class clearly disclosed in audited financial statements	3
		Evidence of solvency and going concern status, as confirmed in audit opinion or accompanying notes	2
5)	Profitability Outlook	<p>Must have done annual gross premiums in the previous year of over one billion shillings (Kshs.1,000,000,000.00) or its USD equivalent. (attach certified evidence) (15 points)</p> <ul style="list-style-type: none"> Less than Kshs. 500 or USD equivalent — 5 points. Kshs. 500 million up to 999 Million or USD equivalent — 10 points Over or USD equivalent to Kshs 1,000 Million — 15 points 	15
6)	Technology & Innovation	Availability and deployment of digital claims processing, smartcards, biometric access, and mobile tools	5
	Total		100

No.	Evaluation Area	Criteria	Score
		<p>The Pass mark for Technical Evaluation will be 80. Candidates that will have attained those points will have their financial proposals evaluated.</p> <p>C) <u>Stage Three: Financial Evaluation</u></p> <p>The lowest evaluated Financial Proposal (FP) is given the maximum financial score (FS) of 100.</p> <p>The formula for determining the financial scores (FS) of all other Proposals is calculated as following:</p> <p>FS= 100 x FM/ F, in which “FS” is the financial score, “FM” is the lowest price, and “F” the price of the proposal under consideration.</p> <p>The weights given to the Technical (T) and Financial (F) Proposals are:</p> <p>T = <u>80</u>, and</p> <p>F = <u>20</u></p> <p>Proposals are ranked according to their combined technical (TS) and financial (FS) scores using the weights (T = the weight given to the Technical Proposal; P = the weight given to the Financial Proposal; T + F = 1) as following: S = TS x T% + FS x F%.</p> <p>a</p>	
		<p>Award of Contract: The procuring entity will award the contract to the highest-scoring tenderer whose submission is deemed substantially responsive in both the technical and financial evaluations.</p>	

SECTION III: GENERAL CONDITIONS OF CONTRACT

2.1. Definitions

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

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

2.2. Application

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

2.3. Standards

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

2.4. Use of Contract Documents and Information

2.4.1 The Contractor shall not, without the Procuring entity's prior written consent, disclose the Contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the

Procuring entity in connection therewith, to any person other than a person employed by the contractor in the performance of the Contract.

2.4.2 The Contractor shall not, without the Procuring entity's prior written consent, make use of any document or information enumerated in the contract.

2.4.3 Any document, other than the Contract itself, shall remain the property of the Procuring entity and shall be returned (all copies) to the Procuring entity on completion of the contracts under the Contract if so, required by the Procuring entity.

2.5. Patent Rights

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

2.6. Delivery of services and Documents

2.6.1 D e l i v e r y of the services shall be made by the Contractor in accordance with the terms specified by the procuring entity in the schedule of requirements and the special conditions of contract.

2.7 Payment

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

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

3.1. Prices

- 3.1.1 Prices charged by the contractor for Services performed under the Contract shall not, with the exception of any price adjustments authorized in SCC vary from the prices quoted by the tenderer in its tender or in the procuring entity's request for tender validity extension the case may be. No variation in or modification to the terms of the contract shall be made except by written amendments signed by the parties.
- 3.1.2 Contract price variations shall not be allowed for contracts not exceeding one year (12 months).
- 3.1.3 Where contract price variation is allowed the variation shall not exceed 15% of the original contract price.
- 3.1.4 Price variation requests where necessary shall be processed by the procuring entity within 30 days of receiving the request.

3.2. Assignment

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

3.3. Termination for Default

- 3.3.1 The Procuring entity may, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the Contractor terminate this Contract in whole or in part:
- (a) if the Contractor fails to provide any or all of the services within the period(s) specified in the Contract, or within any extension thereof granted by the Procuring entity.
 - (b) If the Contractor fails to perform any other obligation(s) under the Contract.
 - (c) If the Contract in the judgment of the Procuring entity has engaged in corrupt or fraudulent practices in competing for or in executing the contract.
- 3.3.2 In the event the Procuring entity terminates the contract in whole or in part, it may procure, upon such terms and in such manner as it deems appropriate, services similar to those un-delivered and the Contractor shall be liable to the Procuring entity for any excess costs for such similar services. However, the contractor shall continue performance of the contract to extent not terminated.

3.4. Termination for Insolvency

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

3.5. Termination for Convenience

- 3.5.1 The Procuring entity by written notice of 1 month, sent to the contractor may terminate the contract in whole or in part, at any time for its convenience. The notice of termination shall specify that the termination is for the procuring entities convenience, the extent to which performance of the contractor of the contract is terminated and the date on which such termination becomes effective.
- 3.5.2 For the remaining part of the contract after termination the procuring entity may elect to cancel the services and pay to the contractor an agreed amount for partially completed services.

3.6 Resolution of Disputes

- 3.6.1 The procuring entity and the contractor shall make every effort to resolve amicably by direct informal negotiations and disagreement or disputes arising between them under or in connection with the contract.
- 3.6.2 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.

3.7. Governing Language

- 3.7.1. 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.

3.8. Applicable Law

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

3.9 Force Majeure

- 3.9.1 The Contractor shall not be liable for forfeiture of its performance security, or termination for default if and to the extent that it's delay in performance or other

failure to perform its obligations under the Contract is the result of an event of Force Majeure.

3.10 Notices

3.10.1 Any notices given by one party to the other pursuant to this contract shall be sent to the other party by Email to the other party's official email address specified in the SCC.

3.10.2 A notice shall be effective when email is sent.

SECTION IV -SPECIAL CONDITIONS OF CONTRACT

Special Conditions of Contract as relates to the General Conditions of Contract

Reference of general conditions of contract	Special condition of contract
4.15 Duration of Cover	Two (2) years (Subject to annual review payable annually)
3.15.1 Renewal of Cover	The contract may be renewable for more two (2) years subject to satisfactory performance by the service provider.
2.7 Payment	Annual premium will be paid either once (or on equal instalments) at the beginning of the policy.
3.8 Applicable law	Laws of Kenya.
3.10 Notices	Procuring Entity Northern Corridor Transit and Transport Coordination Authority. 1196 Links Road, Nyali P.O.Box 34068-80118 MOMBASA, Kenya

SECTION V — DETAILS OF COVER AND SCHEDULE OF REQUIREMENTS

4.0 TERMS OF REFERENCE FOR MEDICAL INSURANCE COVER FOR EMPLOYEES OF NCTTCA AND ITS DEPENDANTS.

4.1 INTRODUCTION

The Northern Corridor Transit and Transport Coordination Authority (NCTTCA) recognizes a healthy workforce as an asset towards the achievement of its goals. The main objective of the medical Insurance scheme is to provide adequate and cost-effective health care to the employees and their dependents. This is in line with the Northern Corridor Transit and Transport Coordination Authority, Human Resource Policy and Procedures Manual 2023 Edition, which states that “The Authority shall be committed to maintaining a healthy workforce for purposes of sustainable Performance and Service Delivery”.

For this reason, NCTTCA intends to contract the services of an experienced and reputable Medical Insurance Service Provider to arrange for medical insurance Cover for its employees and their dependents for a period of 2 years.

4.2 OBJECTIVE OF THE COVER

The primary objective of the cover is to provide a comprehensive in-patient and out-patient medical cover for employees and their immediate dependents (i.e. spouse and their 4 children).

4.3 SCOPE

The provider is expected to provide efficient and effective medical services for employees and their immediate dependents. It should be a service that is easily available and accessible for employees as and when required. The number of the employees and their dependants to be covered may change from time to time and all the Medical Providers will be advised accordingly.

The following should be **NOTED**:

- Total number of employees anticipated to be covered are **22 (Twenty-two only)**;
- Dependants of the 22 (twenty-two) employees, that is, one spouse and a maximum of four (4) children (dependants) aged between zero year to the age of twenty-three (**23**) years.

4.4 ANNUAL PREMIUMS

The annual premiums per family should indicate amount payable as follows:

- i. Member

- ii. Member + 1
- iii. Member + 2
- iv. Member + 3
- v. Member + 4
- vi. Member + 5

The annual premiums per benefit should indicate amount payable as follows:

- i. Dental premiums
- ii. Optical
- iii. Outpatient
- iv. Inpatient

4.5 SPECIFIC SERVICES

The provider is expected to provide:

i. Out-patient medical services:

- Consultation;
- Surgery;
- Dressing;
- Maternity;
- Dental;
- Optical;
- Physiotherapy;
- Laboratory tests;
- General Health check-ups
- Circumcision procedures (for persons not older than 18 years)
- Prescribed ARVS
- Pre-existing conditions, chronic HIV/AIDS and cancer related conditions;
- Congenital conditions;
- HIV/Counseling, testing and provision of ant-retroviral drugs;
- Attendance to other opportunistic and terminal diseases such as TB, cancer etc; and
- Any other out-patient services agreed with the NCTTCA and not mentioned herein above.

ii. Other Out-Patient Benefits

- Diagnostic consultation with a general practitioner registered with the Government Medical Practitioners and Dentist Board;
- Diagnostic consultation with a specialist upon referral by a general practitioner;
- Laboratory investigations and x-rays, electrocardiograms, encephalograms, audiograms, radiotherapy or chemotherapy;
- Prescription medicines;

- Outpatient procedures e.g. dressing.

iii. Inpatient Medical Services:

- General in-patient service
- Medical services for pre-existing conditions, chronic HIV/AIDS and cancer related conditions up to the maximum coverage of the inpatient benefit;
- Medical service for Congenital conditions;
- Circumcision procedure (for persons not older than 18 years);
- Medical services for HIV/AIDs including counselling, treatment, providing anti-retroviral and other related drugs;
- Medical services for other terminal diseases and cancerous related illness;
- Provision of drugs to employees and their dependants as prescribed by a medical practitioner;
- Private rooms.

iv. Other in-patient benefits

- Accommodation for parent/guardian accompanying a child below 12 years;
- Doctor's, Surgeons, and specialist fees;
- Laboratory investigations, x-rays, ultrasound, ECG, MRI scans;
- Prescribed drugs, dressings, surgical appliances, and nursing procedures;
- Theatre including surgeon's fees and anaesthetists' fees;
- Intensive care (ICU)/High Dependency Unit (HDU);
- Radiotherapy, chemotherapy, physiotherapy;
- Gynaecological treatment;
- Day Care surgery;
- Post hospitalization visits/follow-ups after discharge;
- Local road and air transport/evacuation in case of transfers.

4.6 ENHANCED MEDICAL COVER

i. Road/air Evacuation

The details of the covers shall be provided by the service provider and shall form part of the scope envisaged.

ii. Unique salient features (Added Values)

- Use of Biometric smart cards;
- Claim reimbursement;
- Any expenses for medical examinations done for check-up purposes not arising out of sickness or accident;
- Cover outside Kenya, in other 5 member states, and other countries on holiday & Business;

- Qualified and dedicated personnel with ability to address customer queries;
- 24-hour emergency/ help line;
- Evacuation abroad for treatment not locally available by use of economy class air ticket for the patient;
- Evacuation to India for treatment not locally available on economy class air ticket for the patient
- Regular utilization reports;
- Credit Facilities available to all the major hospitals across the Kenya and other member states
- Health talks.

4.7 DETAILED DENTAL BENEFITS

The Dental cover should provide for

- Cost of fillings;
- Root canal;
- X-rays;
- Polishing and Scaling;
- Tooth extractions including surgical extraction together with anaesthetics' fees;
- Inpatient non accidental Dental cover
- Decay
- Dentures
- Bridges

4.8 DETAILED OPTICAL BENEFITS

The Optical cover should provide for:

- i. Expenses related to eye treatment;
- ii. Eye testing;
- iii. Treatment arising from injury to the eyes caused solely and directly by accident external and visible means or arising from a disease affecting the eye or optic nerve;
- iv. The supply and fitting of eyeglasses and frames;
- v. Laser eye treatment;
- vi. Inpatient non accidental Optical;
- vii. Cataract procedure.

4.9 DETAILED MATERNITY COVER BENEFITS

Maternity cover should cater for;

- i. Delivery expenses (normal and caesarean);
- ii. Pre-natal care;

- iii. Post-natal care and ultrasounds within the maternity limit.

4.10 COUNTRY-WIDE NET WORK

The Health Insurance Provider is expected to have a regional wide Network that can enable employees and their dependants to access medical services as and when the need arises. Where such facilities registered by the Health Insurance Provider cannot be accessed, the Health Insurance Provider should be able to:

- a) Meet/ reimburse the cost of treatment of employees and their dependents and/or;
- b) Liaise with the local medical institutions and private doctors to offer the needed service. Such a scenario may be in cases of emergency and being in a region where the Health Insurance Provider does not have a network. This will ensure that the employees are at all times able to access medical attention in the course of their duties anywhere in Kenya and outside.
- c) In case of reimbursement, this should be done within seven (7) days on submission of receipts for expenses incurred to the service provider by the client/beneficiary.

4.11 PROVISION OF QUARTERLY REPORTS

The Health Insurance Provider is expected to furnish NCTTCA with quarterly returns on the utilization of the employee's medical entitlements to enable the NCTTCA inform the employees accordingly.

4.12 REPORTING

The Health Insurance provider shall be responsible to the Director Finance and Administration through the Chief Accountant.

4.13 OUTPUTS/DELIVERABLES

The Health Insurance Provider shall be responsible for the following deliverables:

- a. Conduct a debriefing exercise and submit a report;
- b. Furnish the NCTTCA with the package of the Employee Health Insurance Scheme it offers and how it operates, giving full details;
- c. Do a presentation of the services that they offer;
- d. Send quarterly statements to Employees to ensure that employees do not overshoot their limits;
- e. Conduct regular health talks and sensitizations;
- f. Submit Quarterly reports on the progress of the medical scheme and its utilization; and
- g. Educate employees on medical cover Benefits and the Hospitals to be used;

4.14 DATE OF INCEPTION/ COMMENCEMENT

The Health Insurance Provider is expected to start providing the medical cover from 1 July 2025 for two (2) years.

4.15 PERIOD OF COVER

The contract period shall be for two (2) years renewable annually based on the

performance.

- 4.15.1 The contract may be renewable for more two (2) years subject to satisfactory performance by the service provider.

4.16 SCHEME DETAILS (ENTITLEMENTS PER FAMILY PER YEAR)

- i. Inpatient Kshs. 10 million
- ii. Outpatient Kshs. 300,000
- iii. Maternity Kshs. 150,000
- iv. Dental Kshs. 75,000
- v. Optical Kshs. 45,000

Pre-existing and chronic conditions to be covered to the full benefits as above within the inpatient cover.

The exact benefits and exclusions if any should be provided.

Note:

- 1. The bidders should Attach a sample policy document
- 2. Additional Member during contract implementation will be covered using the insurers approved rate on a prorata basis.

SECTION VII – ADDITIONAL VALUE-ADDED BENEFITS & ENHANCEMENTS EXPECTED FROM SERVICE PROVIDERS:

To ensure comprehensive employee welfare and competitive advantage in the medical insurance scheme, NCTTCA expects bidders to demonstrate capability and commitment to provide the following value-added enhancements, in addition to the mandatory benefits already outlined.

- 1. Enhanced Medical Benefits
- 2. Family & Dependency Enhancements
- 3. Administrative & Service-Level Guarantees
- 4. Regional & International Provisions
- 5. Monitoring, Reporting & Capacity Building
- 6. Additional Goodwill Provisions

Note to Bidders:

Bidders are encouraged to include creative and innovative enhancements beyond those listed above, especially those already offered to corporate clients of similar scale. These will be evaluated under the technical capacity section and can enhance bidder competitiveness.

SECTION VII — STANDARD FORMS

Notes on the Standard Forms

1. **Form of TENDER** - The form of Tender must be completed by the tenderer and submitted with the tender documents. It must also be duly signed by duly authorized representatives of the tenderer.
2. **Price Schedule Form-** The price schedule form must similarly be completed and submitted with the tender.
3. **Contract Form** - **T h e** 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.

Form of Tender

Date:

Tender No:

Name and address of procuring entity

Tender Name:.....

Dear Sir/Madam

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

.....[Total Tender amount in words and figures]

or such other sums as may be ascertained in accordance with the Schedule of Prices attached herewith and made part of this Tender.

2. We undertake, if our Tender is accepted, to provide the Insurance Cover Services in accordance with the conditions of the tender.

3. We agree to abide by this Tender for a period of [number] days from the date fixed for Tender opening of the Instructions to Tenderers, and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

4. This Tender, together with your written acceptance thereof and your notification of award, shall constitute a Contract between us subject to the signing of the contract by both parties.

5. We understand that you are not bound to accept the lowest or any tender you may receive.

Dated this day of 2025

[Signature] [In the capacity of]

Duly authorized to sign tender for and on behalf of

PREMIUM SCHEDULE FORM

The annual premiums per family should indicate amount payable as follows:

	Rate	premium
Member		
Member + 1		
Member + 2		
Member + 3		
Member + 4		
Member + 5		

Please provide benefits to the cover that include but not limited to the following: -

- i. Dental premiums
- ii. Optical
- iii. Outpatient
- iv. Inpatient
- v. Maternity

PREMIUM SUMMARY

Item No.	Description Of Insurance Cover	Premium (Kshs/USD)
1.		
2.		
3.		
4.		
5.		
6.		
GRAND TOTALS		

NB:

- a) All prices quoted must be inclusive of all taxes and applicable duties.
- b) The Insurer/service provider will apply quoted rates whenever a new Member joins the organization or when member's limits are revised.
- c) Annual premium will be paid either once (or equal instalments) at the beginning of the policy.
- d) In case of discrepancy between unit premium and total, the unit premium shall prevail.

CONTRACT FORM

THIS AGREEMENT made the _____ day of _____ 2025 between
[Northern Corridor Transit and Transport Coordination Authority
(NCTTCA), Mombasa, Kenya (hereinafter called “the Procuring entity”) of the one part and
[name of tenderer] of [city and country of tenderer] (hereinafter
called “the tenderer”) of the other part:

WHEREAS the Procuring entity invited tenders for the 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 WITNESSETH AS FOLLOWS: -

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

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

Signed, sealed, delivered by _____ the _____ (for the Procuring entity)

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

CONFIDENTIAL BUSINESS QUESTIONNAIRE

(Must be filled by all applicants or Tenderers' who choose to participate in this tender)

Name of Applicant(S)

You are requested to give the particulars in Part 1 and either Part 2 (a), 2 (b) or 2 (c), whichever applies to your type of business. Part 2 (d) to part 2(i) must be filled.

You are advised that giving wrong or false information on this Form will lead to automatic **disqualification/termination of your business proposal at your cost.**

Part 1 - General

Business Name:.....Certificate of
Incorporation / Registration No.Location of business
premises:

CountryPhysical address

TownBuilding.....

Floor.....Plot No.

Street / RoadPostal Address

Postal / Country Code.....Telephone No's.....

Fax No's.E-mail address

Website

Contact Person (*Full Names*) Dirert / Mobile No's.....

Title Power of Attorney (Yes / No)

If Yes, attach written document.

Nature of Business (*Indicate whether manufacturer, distributor's, etc*)

(Applicable to Local Suppliers Only)

Local Authority Trading License No. Expiry Date

Value Added Tax

No.....

Value of the largest single assignment you have undertaken to date (*USD\$/KShs*)

Was this successfully undertaken? Yes / No.(If Yes, attach reference)

Name (s) of your banker (s)

Branches Tel No's.

Part 2 (a) — Sole Proprietor

Full names

Nationality..... Country of Origin.....

Part 2 (b) - Partnerships

Give details of partners as follows:

Full Names

Nationality

Citizenship Details

Shares

1.

2.....
3.....
4.....

Part 2 (c) – Registered Company

Private or public

Company Profile..... (Attach

State the nominal and issued capital of the Company

Nominal KShs

Issued KShs

List of top ten (10) shareholders and distribution of shareholding in the company.

Give details of all directors as follows:-

<u>Full Names</u>	<u>Nationality</u>	<u>Citizenship Details</u>	<u>Shares</u>
1.....
2.....
3.....
4.....

Part 2 (d) - Debarment

I/We declare that I/We have not been debarred from any procurement process and shall not engage in any fraudulent or corrupt acts with regard to this or any other tender by the Commission and any other public or private institutions.

Full Names

Signature

Dated thisday of..... 2025.

In the capacity of

Duly authorized to sign Tender for and on behalf of

Part 2 (e) - Criminal Offence

I/We, (Name (s) of Director (s)):-

a)

b)

c)

have not been convicted of any criminal offence relating to professional conduct or the making of false statements or misrepresentations as to its qualifications to enter into a procurement contract within a period of three (3) years preceding the commencement of procurement proceedings.

Signed

For and on behalf of M/s

In the capacity of

Dated thisday of..... 2025.

Suppliers' / Company's Official Rubber Stamp

Part 2 (f) - Conflict of Interest

I/We, the undersigned state that I / We have no conflict of interest in relation to this assignment:-

- a)
- b)
- c)
- d)

For and on behalf of M/s

In the capacity of

Dated thisday of..... 2025

Suppliers' / Company's Official Rubber Stamp.....

Part 2 (g) — Interest in the Firm:

Is there any person/persons in the Northern Corridor Transit and Transport Coordination Authority or any other public institution who has interest in the Firm? Yes/No ...

..... (Delete as necessary)

Institution

(Title)

(Signature)

(Date)

Part 2(h)- Experience

Please list here below similar projects accomplished or companies / clients you have provided with similar services in the last two (2) years.

Company Name

Country

Contract/ Order No.

Value

1.....

2.....

3.....

Contact person (Full Names)

E-mail address.....

Cell phone no

Part 2(i) - Declaration

I / We, the undersigned state and declare that the above information is correct and that I / We give the Northern Corridor Transit and Transport Coordination Authority to seek any other references concerning my / our company from whatever sources deemed relevant, e.g. Office of the Registrar of Companies, Bankers, etc.

Full names

Signature.....

For and on behalf of M/s

In the capacity of

Dated thisday of.....2025.

Suppliers' / Company's Official Rubber Stamp