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Transcom House, 9th Floor
P.O. Box 10756- 00100
GPO NAIROBI-KENYA

TENDER DOCUMENT

FOR

PROVISIONS OF STAFF MEDICAL COVER (UNDERWRITERS ONLY).

TENDER NO. NCS/ONT/01/2020-2021

**9TH FLOOR, TRANSCOM HOUSE,
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NAIROBI, KENYA.**

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CLOSING: THURSDAY 9TH JULY 2020 AT 11:00 AM

TABLE OF CONTENTS

SECTION II - INSTRUCTIONS TO TENDERER7

2.1 Eligible Tenderers 7

2.2 Cost of Tendering..... 7

2.3 Contents of Tender Document..... 7

2.4 Clarification of Tender Documents 8

2.5 Amendment of Tender Documents..... 8

2.6 Language of Tenders 8

2.7. Documents Comprising the Tender 8

2.8. Form of Tender 9

2.9. Tender Prices..... 9

2.10. Tender Currencies 9

2.11. Tenderers Eligibility and Qualifications..... 9

2.12. Tender Security 9

2.13. Validity of Tenders 10

2.14. Format and Signing of Tenders..... 10

2.15 Sealing and Marking of Tenders 10

2.16. Deadline for Submission of Tenders 11

2.17. Modification and Withdrawal of Tenders 11

2.18. Opening of Tenders..... 11

2.19 Clarification of Tenders 11

2.20 Preliminary Examination and Responsiveness 12

2.21. Conversion to single currency..... 12

2.22. Evaluation and Comparison of Tenders 12

2.23. Contacting NCS..... 13

2.24 Post-qualification 13

2.25 Award Criteria 13

2.26. Procuring entity’s Right to accept or Reject any or all Tenders 14

2.27 Notification of Award 14

2.28 Signing of Contract..... 14

2.29 Performance Security 14

2.30	Corrupt or Fraudulent Practices	15
	Appendix to instructions to Tenderers	15
	SECTION III GENERAL CONDITIONS OF CONTRACT	21
3.1.	Definitions	21
3.2.	Application	21
3.3.	Standards	21
3.4.	Use of Contract Documents and Information	21
3.5.	Patent Rights	21
3.6	Performance Security	22
3.7.	Delivery of services and Documents	22
3.8.	Payment	22
3.9.	Prices	22
3.10.	Assignment	22
3.11.	Termination for Default	23
3.12.	Termination for Insolvency	23
3.13.	Termination for Convenience	23
3.14	Resolution of Disputes	23
3.15.	Governing Language	23
3.16.	Applicable Law	24
3.17	Force Majeure	24
3.18	Notices	24
	SECTION IV – SPECIAL CONDITIONS OF CONTRACT	25
	SECTION V - SCHEDULE OF REQUIREMENTS	26
	FORM OF TENDER	33
	CONFIDENTIAL BUSINESS QUESTIONNAIRE	37
	TENDER SECURITY FORM	43
	PERFORMANCE SECURITY FORM	44
	LETTER OF NOTIFICATION OF AWARD	45

Date: 22ND JUNE, 2020

TENDER NO. NCS/ONT/01/2020-2021 FOR THE PROVISION OF MEDICAL INSURANCE COVER FOR NCS STAFF

The National Communications Secretariat (NCS) invites sealed tenders for provision of Staff Medical Insurance Cover for a period of 12 months' renewable once upon satisfactory performance at the discretion of NCS.

Interested bidders (**Insurance Underwriters only**) may obtain complete set of tender documents from the NCS Procurement office ,9th floor, Transcom House, upon payment of a non-refundable fee of Kshs. 1,000.00 (One thousand shillings) in bankers cheque during normal working time. The documents can also be viewed and downloaded from the NCS Website www.ncs.go.ke and from the Public Procurement Information Portal www.tenders.go.ke. at no fee. Bidders who download the tender documents must forward their particulars immediately for records and communication of any further tender clarifications or addenda to email scm@ncs.go.ke.

Prices or rates quoted must be inclusive of all taxes and should remain valid for at least One hundred and twenty (120) days after the deadline of submission of the tenders.

The Bid Security in the amount of KShs. 150,000 must be from a reputable Bank or PPRA approved Insurance firm and valid for at least 150 days from tender opening date.

Tenders in plain sealed envelopes clearly marked "Tender Name and Reference Number with the instructions "Do not open before the closing date & time" should be addressed to:

**The Communications Secretary
National Communications Secretariat,
P.O Box 10756 – 00100,
Nairobi.**

Or be deposited in the tender box located at the reception area on the 9th Floor, Transcom House, Ngong Road, Nairobi on or before **11.00 AM, 9th July, 2020**. Tenders will be opened immediately thereafter in the NCS boardroom on the 9th floor, Transcom house in the presence of candidates' representatives who choose to attend.

Any canvassing or giving of false information will lead to automatic disqualification

**COMMUNICATION SECRETARY
NATIONAL COMMUNICATIONS SECRETARIAT**

SECTION II - INSTRUCTION TO TENDERERS
TABLE OF CLAUSES

		Page
2.1.	Eligible Tenderers	7
2.2	Cost of Tendering.....	7
2.3	Contents of Tender Document	7
2.4	Clarification of Tender Documents	8
2.5	Amendment of Tender Documents	8
2.6	Language of Tenders	8
2.7.	Documents Comprising the Tender.....	8
2.8.	Form of Tender.....	9
2.9.	Tender Prices.....	9
2.10.	Tender Currencies	9
2.11.	Tenderers Eligibility and Qualifications	9
2.12.	Tender Security	9
2.13.	Validity of Tenders.....	10
2.14.	Format and Signing of Tenders	10
2.15	Sealing and Marking of Tenders	10
2.16.	Deadline for Submission of Tenders	11
2.17.	Modification and Withdrawal of Tenders	11
2.18.	Opening of Tenders	11
2.19	Clarification of Tenders.....	11
2.20	Preliminary Examination and Responsiveness.....	12
2.21.	Conversion to single currency.....	12
2.22.	Evaluation and Comparison of Tenders	12
2.23.	Contacting NCS	13
2.24	Post-qualification.....	13
2.25	Award Criteria	13
2.26.	Procuring entity’s Right to accept or Reject any or all Tenders.....	14
2.27	Notification of Award	14
2.28	Signing of Contract	14
2.29	Performance Security	14
2.30	Corrupt or Fraudulent Practices	15

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 NCS's employees, committee 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 NCS 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 NCS, 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 NCS 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 NCS by post or by email at NCS's address indicated in the Invitation for tenders. NCS will respond in writing to any request for clarification of the tender documents, which it receives not later than three (7) days prior to the deadline for the submission of the tenders, prescribed by NCS. 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 NCS 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, NCS, 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, NCS, 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 NCS, 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 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 NCS'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 NCS against the risk of Tenderer's conduct which would warrant the security's forfeiture, pursuant to paragraph 2.12.8

2.12.4 The tender security shall be denominated in Kenya Shillings or in another freely convertible currency, and shall be in the form

- a) Cash.
- b) A bank guarantee.
- c) Such insurance guarantee approved by the Authority.
- d) Letter of credit.

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

2.12.6 Unsuccessful Tenderer's tender security will be discharged or returned as promptly as possible but not later than thirty (30) days after the expiration of the period of tender validity

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

2.12.8 The tender security may be forfeited:

- (a) If a tenderer withdraws its tender during the period of tender validity.
- (b) in the case of a successful tenderer, if the tenderer fails:
 - (i) to sign the contract in accordance with paragraph 2.29 or
 - (ii) to furnish performance security in accordance with paragraph 2.30.
- (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 120 days after date of tender opening pursuant to paragraph 2.18. A tender valid for a shorter period shall be rejected by NCS as non-responsive.

2.13.1.2 In exceptional circumstances, NCS 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 NCS 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 **Thursday 9th July, 2020 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, NCS will assume no responsibility for the tender's misplacement or premature opening.

2.16. Deadline for Submission of Tenders

Tenders must be received by NCS at the address specified under paragraph 2.15.2 not later than **Thursday 9th July, 2020 at 11:00 am**

- 2.16.1 NCS 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 NCS 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 NCS 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 NCS 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 2.12.8.

2.18. Opening of Tenders

NCS will open all tenders in the presence of tenderers' representatives who choose to attend, on **Thursday, 9th July 2020 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 NCS, at its discretion, may consider appropriate, will be announced at the opening.
- 2.18.2 NCS 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 NCS 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 NCS in NCS'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 NCS 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 NCS 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, NCS 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. NCS'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 NCS 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, NCS 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 NCS will evaluate and compare the tenders which have been determined to be substantially responsive, pursuant to paragraph 2.20

2.22.2 NCS'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) NCS 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 NCS 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. NCS 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 NCS

2.23.1 Subject to paragraph 2.19 no tenderer shall contact NCS 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 NCS 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 NCS 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 NCS 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 NCS 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 NCS 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 NCS's action. If NCS determines that none of the tenders is responsive, NCS shall notify each tenderer who submitted a tender.
- 2.26.2 NCS 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, NCS 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 NCS 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 NCS 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 NCS notifies the successful tenderer that its tender has been accepted, NCS 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 NCS.
- 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 NCS.
- 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 NCS may make the award to the next lowest evaluated tender or call for new tenders.

2.30 Corrupt or Fraudulent Practices

- 2.30.1 NCS 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 NCS 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 (by Insurance Regulatory Authority-IRA) and Members of the Association of Kenya Insurers(AKI) only.
2.12 Tender Security	Tender security Required-Amount of Kshs 150,000 in the form of Unconditional Bank/insurance Guarantee(No self-guarantee)
2.14.1 Number of Tender Copies Required	One original and a copy. The document to be sequentially numbered/ paginated and initialed on all pages including attachments and properly bound
2.15.2 (b) State day, date and time of tender closing	Thursday 9th July, 2020 at 11:00 am
2.16.1 State day, date and time of tender closing	<i>As 2.15.2 (b) above</i>
2.16.2	Delivered to Head Supply Chain, NATIONAL COMMUNICATIONS SECRETARIAT, 9th Floor, TRANSCOM HOUSE, NGONG 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 evaluation criteria will be applied as indicated here below. Tenders must clearly indicate the specific page, section or document of reference in their tender that details compliance with each requirement as well as clearly indicate compliance as per the table of requirements hereunder.

1.	Preliminary evaluation criteria	(Pass/Fail)
a)	Certified Copy of Certificate of Incorporation/Registration	
b)	Duly filled, signed and stamped form of tender (tender validity at least 120 days)	
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 2020	
g)	Certified Current copy of registration certificate from IRA	
h)	A valid Single business permit from County Government for 2020	
i)	Submit copies of audited accounts for the latest three (3) financial years (2017,2018 & 2019)	
j)	Duly filled, signed and stamped Self Declaration Form that they have not been debarred	
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 2020	
n)	Must have been in existence for the last 6 years providing Medical and WIBA Insurance Services (<i>Attach prove of IRA registration for the last 6 Years</i>)	
o)	Must provide a sample policy document	
p)	Original hard and soft copy of Tender document paginated/ serialized/ Numbered sequentially and initialed on all pages including attachments	
q)	Submit a tender security of at least Kshs 150,000 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 or by subsidiary/associated insurance firm (, tender security from an insurance company must be provided from a different company)</i>)	
r)	Attach recommendation letters in clients' letterhead dully signed and stamped from 10 major hospitals in Nairobi confirming they accept the use of your Insurance Cards (to include; Nairobi Hospital, Aga Khan Hospital Nairobi, MP Shah Hospital, Mater Hospital, Avenue Hospital Nairobi, Gertrude 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 2020)</i> <i>(Due diligence may be carried out to confirm this)</i>	

Firms that do not meet the above requirements shall be declared nonresponsive at the preliminary evaluation stage and therefore not subject to further evaluation.

	TECHNICAL EVALUATION	
2 A	MANDATORY BENEFITS UNDER SPECIAL CLAUSES FOR STAFF	
a)	Maternity contingency: Kshs.200, 000 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).First Caesarian Section to be covered to a limit of Kshs.250,000</i>	
b)	Dental treatment Maximum Kshs. 30,000 per individual member. Dental to include filling,extraction, root canal, and scaling polishing, cleaning, braces, dental x-rays etc <i>(All must be provided).</i>	
c)	Optical treatment Maximum 30,000 per member: Optical to include treatment for deterioration/ correction of sight and replacement of spectacles/ frames and lenses and allow for prescribed contact lenses within the approved limit <i>(NB: Must not have sub limits within the benefit)</i>	
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 all members.	
g)	All chronic illnesses, all pre-existing conditions and HIV Aids to be covered and in case of admission, within inpatient cover as applicable up to 2,500,000/- of inpatient limit.	
h)	Must allow for Treatment of congenital defects.	
i)	Provision of six weeks medical cover per trip to all members whenever travelling outside the country.	
j)	Provision of bed on a single standard private room to members insured (or indicate bed limit amount on a single standard private room)	
k)	KEPI vaccines to be covered in full within the out-patient cover	
l)	Cater for accommodation/ Lodger fees for those accompanying children 12 years and below	
m)	Proposed outpatient and inpatient benefits and limits per member are as per the requirements	
n)	Medical Appliances (Hearing Aids, Glucometer, Insulin delivery devices, Urine Catheters & Accessories etc.) covered	

2.B	Other Requirements	Pass/fail
a)	Provide a List of (5) current Corporate Clients Attach copy of LSO/ Contract document, details of contact person	
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)	

c)	At least five (5) current (2020) duly filled and stamped Client reference forms in the format provided. Client Reference Form Rating(average and poor rating by more than two 2 clients to be considered adverse and hence a major nonconformity)	
d)	Professional qualifications and experience of the Principal Officer who MUST be clearly stated in the list.	Minimum requirements ACII/AIHK certification
		Relevant degree
		Relevant 4 year experience in Insurance industry.
e)	Professional qualifications and experience of two other technical personnel	Minimum requirements for each ACII/AIHK certification
		Relevant degree
		Relevant 3 year experience in Insurance industry.
f)	Attach CVs for each professional in d and e	
g)	Financial capability for the last three years: Liquidity ratio of minimum 1:1 for each of the last 3years required otherwise the bidder is considered as having no capacity to provide the services	
	Annual medical premium turnover for the last 3years must be above Kshs . 300 million <i>(Please Tabulate and specify premiums for ease of calculations for each category.)</i>	
h)	Provide a country wide List of approved Health providers(NHIF accredited) with whom you have credit facilities indicating their locations, contact person and telephone. The list must cover all major towns (Nairobi, Mombasa, Kisumu, Eldoret, Nyeri at least 10 more counties with a good general spread in the former 8 provinces)	
j)	Provide a List of specialist doctors/consultant/ pharmacists providers	
	OVERALL TECHNICAL RESPONSIVENESS : PASS/FAIL	

PLEASE NOTE:

To qualify for financial evaluation a bidder must meet the above requirements with no material deviation from the requirement. Any material deviation that NCS considers as affecting the quality of service/qualification to provide the service will result in declaration of the bid as technically nonresponsive and thus dismissed. The Insurance firm will be evaluated according to the indicated criteria only and on the basis of the information provided subject to due diligence to authenticate the same if NCS deems it necessary.

FINANCIAL EVALUATION

	<p style="text-align: center;">FINANCIAL EVALUATION</p> <p>The financial evaluation and final ranking of the bids will take into consideration the scope of the cover in relation to the premium, Exclusion Clauses, and other pertinent terms and conditions of tender</p>
2.22	<p>The evaluation committee will determine whether the financial proposals are complete. The cost of items not priced shall be assumed to be Included in other costs in the proposal. In all cases, the total price of the bid as submitted shall prevail For WIBA, quoted rates from bidders who meet the technical requirements shall be compared to determine the lowest rate offered.</p>
2.25	<p>Award Criteria: For the medical insurance cover, Award will be made to the lowest evaluated bidder determined to be substantially responsive as per section 2.25 of this document. For WIBA, Award shall be made to the firm with the lowest rate. The two awards will be treated independently and may be awarded to different firms.</p>
2.29	<p>Particulars of performance security, 5% of contract sum</p>

SECTION III - GENERAL CONDITIONS OF CONTRACT

Table of Clauses	Page
3.1. Definitions	21
3.2. Application	21
3.3. Standards	21
3.4. Use of Contract Documents and Information.....	21
3.5. Patent Rights.....	21
3.6. Performance Security	22
3.7. Delivery of services and Documents	22
3.8. Payment.....	22
3.9. Prices	22
3.10. Assignment.....	22
3.11. Termination for Default.....	23
3.12. Termination for Insolvency	23
3.13. Termination for Convenience.....	23
3.14. Resolution of Disputes	23
3.15. Governing Language	23
3.16. Applicable Law	24
3.17. Force Majeure.....	24
3.18. Notices.....	24

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 NCS 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 NCS under the Contract.
- (d) “NCS” 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 NCS’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 NCS 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 NCS’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 NCS and shall be returned (all copies) to NCS on completion of the contract’s or performance under the Contract if so required by NCS.

3.5. Patent Rights

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

3.6.2 The proceeds of the performance security shall be payable to NCS 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 NCS 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 NCS 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 NCS 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 NCS, 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 NCS'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 NCS 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 NCS's prior written consent.

3.11. Termination for Default

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

3.11.2 In the event NCS 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 NCS 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 NCS 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 NCS.

3.13. Termination for Convenience

3.13.1 NCS 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 NCS 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 NCS 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	<p>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.</p> <p>The Contract is for a period of 12months</p>
3.8 Payment	30 days after receipt of Invoice and Debit Notes
3.14 Resolution of Disputes	<p>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</p>
3.16 Applicable law	The Laws of Kenya/ The Insurance Act Cap 487
3.18 Notices	<p>Communications Secretary, National Communications Secretariat, Transcom House, 9th Floor, Ngong Road, P.O. Box 10756 – 00100, Nairobi</p>

SECTION V - SCHEDULE OF REQUIREMENTS

TENDER FOR PROVISION OF MEDICAL INSURANCE SERVICES

1.0 Background.

National Communications Secretariat (hereafter, the Secretariat/NCS), was established through the Kenya Information and Communications Act 1998. The Secretariat officially started its formal operation with the appointment of the Communications Secretary in 2001. The Secretariat has since April 2001, provided and continues to provide ICT policy advisory services to the Government through the Ministry of Information, Communications and Technology

NCS has set aside funds for the provision of medical services for its current population of 67 comprising of staff, spouses and their dependents during the financial year 2020/2021. The funds are intended to finance inpatient and outpatient medical services as well as WIBA.

The Work Injury Benefits Act 2007 (WIBA) provides for compensation to employees for work related injuries and diseases contracted in the course of their employment. The Act applies to employees of the Secretariat and as such, NCS seeks to adhere to this mandatory requirement by providing WIBA insurance cover for all staff both during and after working hours (WIBA plus). Bidders are required to only provide the rate for WIBA plus.

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 that is renewable once subject to satisfactory performance and at the sole discretion of NCS.

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 0-25 years 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;

- a) Employee's do not necessarily stay with their family members; some may be staying up country in their rural homes, and that
- b) NCS 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) Procedure to be followed for overseas cover,
 - d) 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

68 total (members of Staff and their dependents)

D) BENEFITS

Category A(Experts)

In patient Kshs.10, 000, 000 per member

Outpatient Kshs.250, 000 per member

Dental Cover Kshs. 30,000 per member

Optical Cover Kshs. 30,000 per member

Maternity Kshs.200,000 and 250,000 for first CS

Last expense Kshs.150, 000 per Employee

Category B (Staff)

In patient Kshs.8, 000, 000 per member

Outpatient Kshs.250, 000 per member

Dental Cover Kshs. 30,000 per member

Optical Cover Kshs. 30,000 per member

Maternity Kshs.200,000 and 250,000 for first CS

Last expense Kshs.150, 000 per Employee

E) POPULATION

The size of Family is a maximum of Member, Spouse and four (4) Children aged 0- 25 years (Not married).

F) TOTAL PERSONS COVERED NCS STAFF & DEPENDANTS

Class	Category A	Category B	Total Population
Total Members/Category	11	56	67
M	1	4	5
M+1	1	1	4
M+2	1	4	15
M+3	0	4	16
M+4	1	2	15
M+5	0	2	12
TOTAL	11	56	67

G) NCS STAFF CATEGORISED BY CATEGORY AND AGE

	AGE IN YEARS				
	21-30	31-40	41-50	51 and above	TOTAL
CATEGORY A	0	1	1	2	4
CATEGORY B	1	4	9	3	17
TOTAL	1	5	10	5	21

Total number of NCS Employees 21

Total number of dependants 46

Total Population - 67

H) SPECIAL CLAUSES

- a) **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)*
- b) **Caesarean Section** of atleast Kshs. 250,000/- for the first caesarean section.
- c) **Dental treatment** Maximum Kshs. 30,000 per member.
Dental to include filling, extraction, root canal, and scaling polishing, cleaning, braces, dental x-rays etc.
- d) **Optical treatment** Maximum Kshs.30,000 per member –*with no sublimits*
Optical to include treatment for deterioration/ correction of sight and replacement of spectacles/ frames and lenses.
Optical frames within limit
Prescribed contact lenses within the approved limit
- e) Provide for consultation fee of a maximum of Kshs. 5,000/-
- f) Treatment of HIV opportunistic conditions including anti-Retroviral therapy and CD-4 Counts.

- g) General Medical check-ups once a year for members.
- h) All chronic illnesses, all pre-existing conditions and HIV Aids to be covered within inpatient and outpatient covers as applicable –for inpatient up to 2,500,000/- of the cover limit with no sublimits.
- i) Treatment of congenital defects.
- j) Provision of six weeks medical cover per trip for all members whenever travelling outside the country.
- k) Provision of single standard private room to all members insured under category A and B
- l) KEPI vaccines to be covered in full within the out-patient cover.
- m) Cater for accommodation/ Lodger fees for those accompanying children 12 years old and below.

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 NCS.
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 NCS.

FORM OF TENDER

To:
Communications Secretary
National Communications Secretariat
P. O. Box 10756 - 00100
Nairobi

Date

Tender No. NCS/ONT/01/2020-2021

Tender Name; **Provision of Medical and Cover for NCS Staff**

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 cover 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 _____ 2020

[Signature]

[In the capacity of]

Duly authorized to sign tender for and on behalf of

PRICE SCHEDULE FORM

National Communications Secretariat Staff Medical Scheme and WIBA Premiums Summary
(Rates per family inclusive outpatient, inpatient, last Expense, optical and maternity)

Category A

Class	Category A	Premiums per family	Total Premiums
Total Members/Category	11		
M	1		
M+1	1		
M+2	1		
M+3	0		
M+4	1		
M+5	0		
Sub Total(A)	11		

Category B

Class		Premiums per family	Total Premiums
Total Members/Category		56	
M		4	
M+1		1	
M+2		4	
M+3		4	
M+4		2	
M+5		2	
Sub Total(B)		56	
Grand total premiums carried to tender form (Subtotal A +B)			

Table of Rates

On the table below, provide individual applicable rates to be used to load any additional premium for additional members during the contract period on “as and when required basis”). Also provide a separate rate applicable for WIBA on the last row .This will be awarded separately to the firm offering **the most competitive rate having met the preliminary and technical evaluation requirements.**

Category A.

Description	Rates inclusive outpatient, inpatient, last Expense, dental, optical and maternity		
	Kshs.		
	Main Member	Spouse	Child
M+0			
M+1			
M+2			
M+3			
M+4			

M+5			
-----	--	--	--

Category B.

Description	Rates inclusive outpatient, inpatient, last Expense, dental optical and maternity		
	Kshs.		
	Main Member	Spouse	Child
M+0			
M+1			
M+2			
M+3			
M+4			
M+5			

Provide the WIBA rate (percentage to be applied on NCS Payroll sum)
WIBA plus rate (%)

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 Communications Secretary,
National Communications Secretariat,
Transcom House, 9th Floor, Ngong
Road, P O Box 10756- 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 is made the _____ day of _____ 2020 between National Communication Secretariat of **P.O Box 10756**, Nairobi (hereinafter called NCS) of the one part and _____ of P.O Box _____ Nairobi (hereinafter called “the tenderer”) of the other part:

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

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 Communications Secretary
National Communications Secretariat
P. O. Box 10756 - 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

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

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

Class of Insurance	Period of Cover

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:-	Excellent	Good	Average	Poor
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 COMMUNICATIONS SECRETARIAT (hereinafter called <NCS> 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 NCS on the Form; or
2. If the tender, having been notified of the acceptance of its tender by NCS 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 NCS up to the above amount upon receipt of its first written demand, without NCS having to substantiate its demand, provided that in its demand NCS 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 COMMUNICATIONS SECRETARIAT of
.....dated the...day of20.....in the matter of Tender No.....of20...

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