



**TENDER**

**FOR**

**PROVISION OF MEDICAL INSURANCE COVER  
(MEDICAL INSURANCE BROKERAGE SERVICES)**

**TENDER NO. NHC/MIC/006/20-21**

**INVITATION DATE: 16<sup>TH</sup> MARCH 2021**

**CLOSING DATE: 8<sup>TH</sup> APRIL 2021  
AT 11.00A.M**

## **SECTION I - INVITATION TO TENDER**

The National Housing Corporation is a Statutory Body constituted under the Housing Act Cap 117 laws of Kenya. Its core mandate is to provide decent Shelter of various types and sizes in Kenya at affordable prices.

- 1.1.1 The NHC invites sealed bids for Provision of Medical Insurance Cover.
- 1.1.2 Interested eligible candidates may obtain bid documents from the Procurement Office, NHC House, Aga Khan Walk, 9<sup>th</sup> Floor, upon payment of a non-refundable fee of **Kshs. 1,000 (One Thousand)** only at the Co-operative Bank, Co-op House Branch A/c No. **01136006210301** and the bank slip submitted at the **Cash Office** situated at Ground Floor, NHC House between 9.00a.m to 1.00p.m and 2.00p.m to 4.00p.m. The bid documents can also be downloaded **free of charge** from the following websites: **www.nhckenyaco.ke** or **www.tenders.go.ke**.
- 1.1.3 Tenders must be accompanied by a Tender Security of **Kenya Shillings Five Hundred Thousand (500,000)** in form of a guarantee from a reputable bank or from an Insurance company approved by Public Procurement Regulatory Authority (PPRA) valid for **180 days** from the date of opening.
- 1.1.4 Prices quoted should be **inclusive of all taxes** and must be in Kenya shillings and shall remain valid for **150 days** from the closing date.
- 1.1.5 Bidder(s) should not mutilate the bid document issued by the procuring entity and shall ensure serialization of pages for each bid submitted.
- 1.1.6 Duly completed bid document (s) are to be enclosed in plain sealed envelopes, marked with the **“Tender Number & Tender Description”** and be addressed to;  
**Managing Director,  
National Housing Corporation,  
P.O. Box 30257-00100,  
NAIROBI.**
- and must be received in the tender box at NHC Headquarters, **Ground Floor** during normal working hours before **8<sup>th</sup> April 2021 at 11.00a.m**
- 1.1.7 Bids shall be opened immediately thereafter in the presence of candidates representatives who choose to attend at NHC Conference Room 10<sup>th</sup> floor. The government directives on managing spread of Corona Virus will be strictly observed. **Late bids shall be rejected.**

**MANAGING DIRECTOR**

## SECTION II - INSTRUCTIONS TO TENDERERS

### TABLE of CLAUSES

2.1	Eligible tenders.....	5
2.2.	Cost of Tendering.....	5
2.3	Contents of Tender documents.....	5
2.4	Clarification of Tender document.....	6
2.5	Amendments of Tender document.....	6
2.6	Language of Tender.....	6
2.7	Documents Comprising the Tender.....	6
2.8	Tender Form.....	7
2.9	Tender Prices.....	7
2.10	Tender Currencies.....	7
2.11	Tenderers Eligibility and Qualifications.....	7
2.12	Tender Security.....	7
2.13	Validity of Tenders.....	8
2.14	Format and Signing of Tenders.....	8
2.15	Sealing and marketing of Tenders.....	8
2.16	Deadline for submission of Tenders.....	9
2.17	Modification and Withdrawal of Tenders.....	9
2.18	Opening of Tenders.....	9
2.19	Clarification of Tenders.....	9
2.20	Preliminary Examination.....	9
2.21	Conversion to Single Currency.....	10
2.22	Evaluation and Comparing of Tenders.....	10
2.23	Contacting the procuring Entity.....	10
2.24	Post-Qualification.....	11
2/25	Award Criteria.....	11
2.26	Procuring Entity's right to Accept or Reject any or All tenders.....	11
2/27	Notification of award.....	12
2.28	Signing of Contract.....	12
2.29	Performance security.....	12
2.30	Corrupt or Fraudulent Practices.....	12

**SECTION II – INTRUSTIONS TO TENDERS**

**2.1 Eligible Tenderers**

**2.1.0 Bio Data**

Name of Bidder .....

Postal Address .....

Physical Address .....

Telephone Number(s).....

Email Address .....

- 2.1.1 This invitation for tenders is open to all IRA registered Insurance Brokers.
- 2.1.2 NHC’s employees, committee members, board members and their relative (spouse and children) are not eligible to participate in the tender.
- 2.1.3 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 Tenders shall bear all costs associated with the preparation and submission of its tender, and NHC, 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/= for hardcopies.
- 2.2.3 The NHC shall allow the tenderer to review the 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 this instruction to tenderers.
  - i. Instructions to tenderers
  - ii. Form of tender
  - iii. Price schedules
  - iv. Contract 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 NHC by post, fax or by email at the NHC address indicated in the Invitation for tenders. The NHC 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 NHC. Written copies of the NHC 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 NHC shall reply to any clarification 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, NHC, for any reason, whether at its own initiative or in response to a clarification requested by 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 any 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, NHC, 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 NHC, shall be written in English language. Any printed literature furnished by the tenderer may be written in another language provided they are accompanied by an accurate English translation of the relevant passages in which case, for purposes of interpretation of the tender, the English translation shall govern.

## **2.7 Documents comprising the Tender**

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

## **2.8 Form of Tender**

- 2.8.1 The tenderer shall complete the Tender Form and the original Price schedule provided 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.

## **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 qualification 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 NHC'S satisfaction that the tenderer has the financial and technical capability necessary to perform the contract.
- 2.11.3 The names of the bidder should remain consistent in the entire bid document including all attachments.

## **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 be of **Kenya Shillings Five Hundred Thousand (500,000)** in form of a guarantee from a reputable bank or from an Insurance company approved by Public Procurement Regulatory Authority (PPRA) valid for **180 days** from date of opening.
- 2.12.3 The tender security is required to protect NHC against the risk of Tenderer's conduct which would warrant the security's forfeiture, pursuant to paragraph 2.12.7
- 2.12.4 The tender security shall be denominated in Kenya Shillings or in another freely convertible currency, and shall be in the form
  - (a) A bank guarantee.
  - (b) Such insurance guarantee approved by the PPRA.
- 2.12.5 Any tender not secured in accordance with paragraph 2.12.1. and 2.12.3 shall be rejected by NHC as non-responsive, pursuant to paragraph 2.20.5
- 2.12.6 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.

#### 2.12.7 **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.
- c) If the tenderer reject correction of an arithmetic error in the tender

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

2.13.1 Tenders shall remain valid for **150 days** after date of tender opening pursuant to paragraph 2.18. A tender valid for a shorter period shall be rejected by NHC as Non-responsive.

2.13.2 In exceptional circumstances, NHC may solicit the Tenderer's consent for an extension of the period of validity, the request and the responses thereto shall be made in writing. The tender security provided under paragraph 2.12 shall also be suitably extended. A Tenderer granting the request will not be required nor permitted to modify its tender.

#### 2.14 **Format and signing of Tenders**

2.14.1 The tenderer shall prepare an original and a copy of the tender, clearly marking each "original tender" and "copy of tender," as appropriate. In 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 Marketing 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**" the envelopes shall then be sealed in an outer envelope.

2.15.2 The inner and outer envelopes shall:

- a) Be addressed to NHC at the address given in the Invitation to Tender.
- b) Bear tender number and name in the invitation to tender and the words, "**Do Not Open Before 8<sup>th</sup> April 2021 at 11.00am.**"

2.15.2 The inner envelopes shall also indicate the name and address of tenderer to enable the tender to be returned unopened in case it is declared "late"

2.15.3 If the outer envelope is not sealed and marked as required by paragraph 2.15.2, NHC will assume no responsibility for the tender's misplacement or premature opening.

## **2.16 Deadline for submission of Tenders**

- 2.16.1 Tenders must be received by the procuring entity at the address specified under paragraph 2.15.2 not later than **8<sup>th</sup> April 2021 at 11.00a.m.**
- 2.16.2 NHC, 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 NHC and candidates previously subject to the deadline will thereafter be subject to the deadline as extended.
- 2.16.3 Bulky tenders which will not fit the tender box shall be received by the procuring entity at the procurement office 9<sup>th</sup> floor and the bidder will be required to sign a register.

## **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; it's received by NHC 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 Tender's forfeiture of its tender security.

## **2.18 Opening of Tenders**

- 2.18.1 NHC will open all tenders in the presence of tenderers' representatives who choose to attend, on **8<sup>th</sup> April 2021 at 11.00am** and in the location specified in the invitation for tenders. The **tenderers'** representatives who are present shall sign a register evidencing their attendance.
- 2.18.2 The tenderers' names, tender modifications or withdrawals, tender prices, discounts, and the presence of absence of requisite tender security and such other details as NHC, at its discretion, may consider appropriate, will be announced at the opening.
- 2.18.3 NHC 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 NHC 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 NHC in tender evaluation, tender comparison or contract award decisions may result in the rejection of the tenderer's tender.



## **2.20 Preliminary Examination and Responsiveness**

- 2.20.1 NHC will examine the tenders to determine whether they are complete, whether any computational errors have been made, whether required sureties have been furnished, whether the documents have been properly signed, and whether the tenders are generally in order.
- 2.20.2 The tender sum as submitted and read out during the tender opening shall be absolute and final and shall not be the subject of correction, adjustment or amendment in any way by any person or entity.
- 2.20.3 NHC 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 tender.
- 2.20.4 NHC prior to the detailed evaluation, pursuant to paragraph 2.20, NHC 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 NHC'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 NHC and may not subsequently be made the tenderer by correction of the nonconformity.

## **2.21 Conversion to single currency**

- 2.21.1 All Prices shall be quoted in Kenya Shillings only. Where other currencies are used, the NHC 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 Tenderers who fail to meet mandatory requirements will have their bids considered non-responsive. Evaluation of mandatory requirements will form the first stage of tender evaluation and tenderers who fail at this stage will have their bids rejected.
- 2.22.2 NHC will evaluate and compare the tenders which have been determined to be substantially responsive, pursuant to paragraph 2.20.5.
- 2.22.3 The comparison shall also include all costs as well as duties and taxes payable.
- 2.22.4 The tender evaluation committee shall evaluate the tender within 30 days from the date of opening the tender.

## **2.23. Contacting NHC**

- 2.23.1 Subject to paragraph 2.19, no tenderer shall contact NHC 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 NHC 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 NHC 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 NHC 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 NHC 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 NHC 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. NHC's Right to accept or Reject any or all Tenders**

- 2.26.1 NHC 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 NHC's action. If NHC determines that none of the tenders is responsive, NHC shall notify each tenderer who submitted a tender.
- 2.26.2 NHC 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 is 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, NHC will notify the successful tenderer in writing that its tender has been accepted.
- 2.27.2 The notification of award will signify the formation of the contract subject to the signing of the contract between the tenderer and the NHC 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 NHC 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 NHC notifies the successful tenderer that its tender has been accepted, NHC 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 NHC.
- 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 General Conditions of the Contract, in a form acceptable to NHC.
- 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 NHC may make the award to the next lowest evaluated tender or call for new tenders.

## **2.30 Corrupt or Fraudulent Practices**

- 2.30.1 NHC 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 NHC will reject a bid 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.

## SECTION III - GENERAL CONDITIONS OF CONTRACT

### **Table of Clauses**

	Page
3.1 Definitions.....	15
3.2 Application.....	15
3.3 Standards.....	15
3.4 Use of Contract Documents and Information.....	15
3.5 Patent Rights .....	16
3.6 Performance Security.....	16
3.7 Delivery of Services and Documents.....	16
3.8 Payment.....	16
3.9 Prices.....	16
3.10 Assignment .....	17
3.11 Termination for Default .....	17
3.12 Termination for Insolvency.....	17
3.13 Termination for Convenience .....	17
3.14 Resolution of Disputes .....	17
3.15 Governing Language.....	18
3.16 Applicable law .....	18
3.17 Force Majeure .....	18
3.18 Notices .....	18

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

### **3.1. Definitions**

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

- a. **"The Contract"** means the agreement entered into between the Procuring entity and the tenderer, as recorded in the Contract Form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
- b. **"The Contract Price"** means the price payable to the tenderer under the Contract for the full and proper performance of its contractual obligations
- c. **"The Services"** means services to be provided by the tenderer including any documents, which the tenderer is required to provide to the Procuring entity under the Contract.
- d. **"The Procuring entity"** means the organization procuring the services under this Contract
- e. **"The Contractor"** means the organization or firm providing the services under this Contract.
- f. **"GCC"** means that 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 Contractor shall not, without NHC'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 NHC in connection therewith, to any person other than a person employed by the contractor in the performance of the Contract.

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

**3.5. Patent Rights**

3.5.1 The Contractor shall indemnify NHC 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 As Performance Security, the Insurance Broker shall be expected to have a Professional Indemnity cover for not less than Kshs.100Million from a reputable insurance company valid for the entire period of the tender validity and upon award of the contract; the cover shall remain and be extended to the full term of the policy.

3.6.2 Compensation shall be claimed against this cover if the Broker fails to perform any of its obligations or is in breach of any of its material obligations under the contract.

**3.7. Delivery of services and Documents**

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

**3.8. Termination for Default**

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

3.8.2 In the event NHC 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 undelivered and the Contractor shall be liable to NHC for any excess costs for such similar services. However the contractor shall continue performance of the contract to extent not terminated.

### **3.9 Termination for Insolvency**

3.9.1 NHC 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 NHC

### **3.10 Termination for Convenience**

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

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

### **3.11 Resolution of Disputes**

3.11.1 NHC 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

3.11.2 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.

### **3.12 Governing Language**

3.12.1 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.

### **3.13 Applicable Law**

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

### **3.14 Force Majeure**

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

### **3.15 Notices**

3.15.1 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.

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

## **EVALUATION REQUIREMENTS**

### **a) Mandatory Qualifying Requirements for Brokers**

- (i) Copy of Incorporation or Registration Certificate.
- (ii) Copy of Valid Tax Compliance Certificate.
- (iii) Tender Security of Kenya Shillings, Five Hundred Thousand (500,000).
- (iv) Professional Indemnity Cover for not less than Kshs.100Million.
- (v) Must have paid up capital of at least Kshs.10Million.
- (vi) Copy of Registration as a medical insurance broker & Proof of renewal in the current period.
- (vii) Copy of membership certificate from the Association of Insurance Brokers of Kenya.
- (viii) An original letter of undertaking from the proposed insurance underwriter.
- (ix) Duly filled, signed and stamped form of tender.
- (x) Duly filled original price schedule.
- (xi) Original quotation from the proposed insurance underwriter.
- (xii) Copy of CR 12 for Companies generated within the last 3 months.
- (xiii) Duly filled Self Declaration that the Person/Consultant is not debarred in the Matter of the Public Procurement and Asset Disposal Act 2015.
- (xiv) Duly filled Self Declaration that the Person/Consultant will not engage in any Corrupt or Fraudulent Practice.

### **b) Mandatory Qualifying Requirements for Underwriters**

- (i) Copy of Valid Tax Compliance Certificate
- (ii) Copy of Registration Certificate as an underwriter by the IRA & Proof of renewal in the current financial year.
- (iii) Copy of membership certificate from the Association of Kenya Insurers.
- (iv) Copy of Registration as a medical insurance provider
- (v) Evidence of Re-insurance Treaties
- (vi) Professional Indemnity Cover for not less than Kshs.200Million.
- (vii) Must have paid up capital of at least Kshs.600Million.
- (viii) Must have annual gross premiums of Kshs.500Million excluding Motor Insurance (for the two previous years – 2018 & 2019).



- (ix) Must give a list of five (5) reputable clients each with a total premium of not less than 30Million in each of the two previous years (2018 & 2019).
- (x) Must have provided medical insurance for the last 10 years.
- (xi) Submit letters of recommendations/credit line from at least five (5) major hospitals that includes the following;
  - (a) Nairobi Hospital
  - (b) Mater Hospital
  - (c) MP Shah Hospital
  - (d) Karen Hospital
  - (e) Aga Khan Hospital
  - (f) Gertrude’s Hospital
- (xii) Evidence of medical smart cards (Co-Branded)
- (xiii) Evidence from the underwriter of an online insurance management system that can generate member statements and quarterly reports.

**c) Technical Evaluation Criteria – (100 Marks)**

<b>S/N</b>	<b>Technical Evaluation</b>	<b>Score</b>
1.	Experience of at least 5 years in provision of insurance brokerage services.(Attach evidence of assignments handled) <i>(5 Marks each year)</i>	<b>25 marks</b>
2.	Minimum annual premium turnover of Kshs. 200,000,000	<b>5 marks</b>
3.	Letters of reference from at least 5 clients with similar portfolio. <i>(5 Marks for each client)</i>	<b>25 marks</b>
4.	Audited accounts for the last 2 years (2018 & 2019), signed by the Auditor <i>(5 Marks for each year)</i>	<b>10 marks</b>
5.	Provide CVs and Testimonials of 4 key Professional/technical staff. <i>(5 Marks for each)</i>	<b>20 marks</b>
6.	Detailed write up on policies administration/claim processing timelines, care management, 24hrs call center, A robust chronic management program centered on convenience to members & sustainability	<b>15 marks</b>

**NB:**

**Minimum qualifications for proceeding to Financial Evaluation will be 70 Marks.**

**c. Financial Evaluation Criteria**

**At Financial Evaluation, Technically responsive bids will be ranked based on amount quoted. The successful bidder will be the one with the lowest evaluated price that meets the requirements.**

**NOTES:**

1. The Broker shall complete the Tender Form and the appropriate Price Schedule furnished in the tender documents, indicating the premium including applicable taxes, duties and levies, brokerage remuneration etc from 1<sup>st</sup> July 2021 to 30<sup>th</sup> June 2022.
2. The Broker shall propose only one Underwriter. Where a Broker furnishes quotations from more than one proposed Underwriter, the Corporation shall be entitled to reject the Broker's bid as non-responsive.
3. The Broker's price schedule for each shall be supported by price quotations from the proposed Underwriter. Where there is a price variation(s) between brokers' and Underwriters' quotations, this shall be accompanied by a letter from the Underwriter that they shall incept cover on the lower quotation.
4. Unit prices and rates quoted and indicated by the Broker shall be fixed during the term of the contract. Brokers shall ensure that the sums insured may be adjustable accordingly by suitable means at the discretion of the Client from time to time without changing the unit rates and not subject to variation on any account.

## **TERMS OF REFERENCE**

The National Housing Corporation (NHC) seeks to engage an Insurance Underwriting Company through a Medical Insurance Broker to provide Medical cover for Board Members and Staff as per the details provided.

The scope of the cover includes but not limited to the following:-

- (i) Structuring and obtaining optimum medical policy cover from an eligible and qualified Medical Service Provider in accordance with the terms of the bid submitted.
- (ii) Arrange immediate risk placement for NHC with the Medical Service Provider and undertake periodic evaluation of the Service provider and regularly advise NHC.
- (iii) Ensure that the client obtains prompt and satisfactory service on the general administration & management of the scheme as well as undertake all correspondence and claims.
- (iv) Analyze, review, and scrutinize the policy document and any endorsements there- in prior to submission to NHC.
- (v) Ensure preparation of monthly claims report bordereaux which must be submitted to NHC by the 10<sup>th</sup> of the following month.
- (vi) Arrange quarterly meetings to review performance of the policy by 15th day of the month following the end of the quarter.
- (vii) Provide advice and recommend appropriate Scheme improvement strategies for prudent administration of the scheme and containment of cost escalation.
- (viii) Administer the outpatient medical component as a managed fund. In this regard the corporation will pay and deposit to the fund on replenishment basis each quarter to facilitate the smooth running of the fund, upon receipt of a reconciled statement and on two weeks' notice prior to expiration of the quarter under consideration.
- (ix) Provide such other services as may be related to or ancillary to the delivery of the service.

## **SCOPE OF MEDICAL COVER**

The scheme is divided into two components, viz. inpatient medical cover and administration of the outpatient component of the medical scheme.

### **a) Staff**

The cover shall provide indemnity against expenses incurred by members (employees) and their dependants during the period of the policy.

Benefits include:

- Inpatient
- Out-patient
- Drugs and administration
- Optical, dental.
- Maternity
- Other benefits; (list)
- Sum Insured: (as per Schedule provided)

### **b) Cancellation Notice**

The cancellation notice shall be sixty (60) days

### **c) Eligibility**

The proposed scheme shall cover all permanent and pensionable employees as well as those on contractual terms of service and non public Board members. The scheme shall cover principal member, spouse and four(4) dependent children below eighteen (18) years of age and those up to a maximum of twenty five( 25) years if still a student in school or college or other institution of learning.

### **d) Period**

The period of cover shall be one (1) year from 1<sup>st</sup> July 2021 up to and including the 30<sup>th</sup> day of June 2022.

## **RANGE OF PROPOSED MEDICAL SERVICES**

### **INPATIENT COVER**

This component shall be insured and will include the following services whose limits should only be restricted to the Inpatient entitlement;

1. Administration of Hospital Admission process.
2. Applicable ward Bed.
3. Major Operations.
4. Minor Operations.
5. Doctors fees - (physician, surgeon & Anesthetist).
6. HDU and ICU charges.
7. Theatre charges.
8. Drugs/Medicines, dressings and internal surgical appliances.
9. Medical Appliances (Hearing Aids, Glucometer, Insulin delivery devices, Urine Catheters & Accessories e.t.c.).
10. Radiology X-ray, ultrasound, ECG and computerized Tomography, MRI scans.
11. Radiotherapy and chemotherapy.
12. Pathology (laboratory) fees.
13. Post Hospitalization attendant therapy up to three months.
14. Access to medical specialists while admitted.
15. Inpatient physiotherapy.
16. Chronic Illness coverage.
17. Gynecological treatment.
18. In patient Ophthalmic cover.
19. Accommodation for adults whose children of below 12 years of age or invalids.
20. Are admitted in Hospital Day care, day surgery Admission (includes dental, optical, gynecological as well as all other services).
21. In- patient dental cover.
22. Mental and other related illnesses.
23. Treatment for alcoholism and drug addictions (employee only and acquired during employment term).
24. Inpatient Psychiatric Treatment.
25. Palliative or analgesic care.
26. Provision of Maternity benefits including Caesarian section.
27. Optical expenses arising from disease or accidents.
28. Treatment of Elective surgery i.e. pre-arranged.
29. HIV/AIDS cover (conventional, accepted, recognized treatment).
30. Cancer covers.
31. Cost of medical circumcision.
32. Congenital conditions.
33. Pre-existing conditions.
34. COVID-19
35. Any other service not included above but which may be mutually agreed upon from time to time.

**NOTE:** Members and their dependants to be admitted in standard private rooms save for category A and B who qualify for superior rooms with NHC clearance (list of VIP and exclusive)

## **OUTPATIENT COVER (TO BE MANAGED AS A FUND)**

This component shall be funded by NHC and the service provider shall *inter alia* manage/administer the scheme on its behalf for a fee.

Out-patient will be structured and canvassed in a manner akin to an indemnified scheme save for the fact that the service provider will charge the cost of medicare and prescription drugs from the fund on a reducing balance.

The following services shall apply but with limits applied.

The Outpatient entitlement;

1. Routine outpatient treatment including consultations ( GPs , Specialists, laboratory and routine examinations and checkups)
2. Annual General checkup for employees and spouse
3. Radiology services.
4. Physiotherapy treatment.
5. Diagnostic X-Ray and Laboratory Tests.
6. Radiology X-ray, ultrasound, EEG, ECG and computerized Tomography, MRI scans.
7. Prescribed drugs/medicines.
8. Dental Services-to include extraction, root canal, fillings, scaling necessitated by a medical condition.
9. Optical services (Frames, lenses (on ophthalmologist prescription only), contact lenses, bi-Focal lenses, Visual examination)
10. Referrals to Specialists (Pediatricians, Obstetricians, gynecologists, lactation specialists,
11. Neonatologists, Orthopedic doctors, dermatologists, E.N.T. doctor's e.t.c.).
12. Counseling services. (Psychologist, Psychiatrist and Psychiatric treatment).
13. Baby vaccinations for babies from Birth to 5 years as listed below:
  - a. BCG - Tuberculosis
  - b. HEP B - Hepatitis B
  - c. HJB - Meningitis (Haemophilus influenzae type b)
  - d. OPV - Oral Polio Vaccine
  - e. MMR - Measles Mumps Rubella
  - f. IPV - Inject able Polio Vaccine
  - g. DTAP - Diphtheria Tetanus Acellular Pertussis
  - h. DT - Diphtheria Tetanus
  - i. ROTA Virus
  - j. ZIKA Virus
14. Maternity services i.e. Anti and Post Natal.
15. HIV/AIDS cover (Voluntary counseling and testing and other related treatments).
16. Chiropractor upon referral & approval.
17. Travel Vaccines covered for employees only.
18. Hearing aids covered upon referral.
19. PSA test (prostate antigen test) for male employees and spouses and one pap-smear test and a mamamogram for female employees and spouses per annum.
20. Staff vaccination for diseases such Hepatitis B,
21. Annual medical check-up (for principal member only)

### **Administration of the Scheme**

1. The Bidder shall ensure that services are provided to employees and their beneficiaries with as little paper work and inconvenience as possible.
2. The Bidder shall keep proper records and accounts of the fund utilization and details of treatment provided and costs thereof.
3. The Bidder shall be required to clearly state the procedure(s) to be followed by the employee(s) and beneficiary (ies) in the provision of medical services, stating clearly the responsibilities of the parties involved.
4. Where applicable, the bidder shall provide NHC with general and specific member statements on their medical Accounts on monthly basis (or on demand).

### **Member/Employee Identification**

The Bidder shall be expected to define a clear procedure of Identification of Employees and their beneficiaries through registration and use of a *biometric smart card system* or other ICT based system, the cost of which (including ID cards) should be indicated in the quote.

### **Employee/Beneficiary Data Management**

1. The Bidder shall be expected to liaise with NHC on matters regarding Employee/member data updates.
2. The Bidder shall therefore be required to provide a procedure for the maintenance of Employee/Beneficiary records.

### **List of Service Providers**

1. The Bidder shall be required to provide a comprehensive list of all the Hospitals, Clinics, Doctors, Specialists, Pharmacies and Chemists in their panel.
2. The panel of hospitals included in the service providers list should as much as possible be limited to those offering quality but cost effective treatment on a comparative scale in-order to check cost escalation
3. The Bidder shall be flexible to take on the Medical Service Providers already on the NHC panel.
4. The bidder shall ensure that the hospitals in their panel are NHIF accredited.

### **Scheme Reports**

The Bidder shall be required to provide to NHC with Monthly/Quarterly/Annual Reports on the global utilization of services including expenditure reports for Inpatient and Outpatient claims as well as any other reports that may be required by NHC from time to time. Quarterly Expenditure Statement Reports in hard copy on each individual Employee.

### **Extensive Clauses**

1. Riot, strike and civil commotion
2. Travel to and from work, social, sporting activities including use of motor vehicles

3. Arbitration
4. Waiting period waiver
5. Accommodation for parent/guardian accompanying a child below 5 years.
6. Must Cover the following conditions in both In-patient and Out-patient
  - (i) Covid-19
  - (ii) Chronic
  - (iii) Congenital
  - (iv) Pre-existing
  - (v) HIV/AIDS
  - (vi) Ambulance and air evacuation
  - (vii) Maternity
  - (viii) Dental
  - (ix) Optical
7. Must Provide a country wide list of approved health providers where you have credit facilities (NHC reserves the right to confirm directly with these providers the existence of such credit facilities) the list must include providers in Mombasa, Kisumu, Nairobi, Nakuru, Eldoret and other Counties.
8. Must cover principal member, spouse and 4 dependent children below 18yrs and up to a max 25 years if still a student in school or college. Children with disability or special needs where disclosed to be covered for as long as they continue to be dependent on the principal member.
9. Must state how rescue/evacuation benefits are handled and limits; overseas referral terms and limits including emergency overseas travel cover
10. Medical Cover must be both In-patient as an insured component and Out-patient as a fund administered for and on behalf of the client (NHC).
11. NHC shall reserve the right to drop or suspend some facilities in the service provider's panel and review cover limits in respect of outpatient to contain any cost escalations within the term of cover.
12. Service provider to allow that members who exhaust any of their funded benefits to utilize the balances in either/any of the funded benefits allocation

**The Service provider shall indicate how the above shall be handled.**



## MEMBERSHIP DETAILS

### ELIGIBILITY

The proposed scheme shall cover board member and all permanent & pensionable employees as well as those on contractual terms of service. It shall also cover the principal member, spouse and four (4) listed dependent children below 18yrs and up to a max 25 years if still a student in school or college. NHC will provide a detailed schedule upon placement of cover.

The total number of board and employees are categorized as follows:-

- (i) CATERGORY A: BOARD MEMBERS
- (ii) CATERGORY B: SENIOR STAFF
- (iii) CATERGORY C: OTHER STAFF

CATEGORY*	DESCRIPTION (Family size)	NUMBERS OF FAMILIES	TOTAL MEMBERSHIP
A	M+0	7	7
B	M+0	5	5
	M+1	7	14
	M+2	9	27
	M+3	12	48
	M+4	12	60
	M+5	9	54
C	M+0	17	17
	M+1	10	20
	M+2	27	81
	M+3	42	168
	M+4	25	125
	M+5	13	78
	<b>TOTAL</b>	<b>195</b>	<b>704</b>

#### **Key:**

**M +0- Employee Only**

**M + 1 -Employee and 1 dependant**

**M+2 - Employee and 2 dependants**

**M+3- Employee and 3 dependants**

**M+4- Employee and 4 dependants**

**M+5- Employee and 5 dependants**

## PROJECTED MEDICAL COVER UPPER LIMITS

### INPATIENT COVER

INPATIENT ANNUAL LIMITS PER FAMILY(KSH)	
CATEGORY	COVER LIMIT (Kshs)
A	2,000,000
B	4,000,000
C	4,000,000

**Note: Bidder to submit annual premium quotes for this component**

### OUTPATIENT COVER

NHC PRESCRIBED OUTPATIENT ANNUAL LIMITS PER FAMILY(KSH)	
CATEGORY	Administrative threshold/limit (Kshs)
A	200,000
B	250,000
C	250,000

**\*bidder to administer scheme within the NHC prescribed limits**

## **SUPPLEMENTARY SERVICES**

### **OPTICAL SERVICES**

<b>NHC PRESCRIBED THRESHOLDS FOR OPTICAL SERVICES - ANNUAL LIMITS PER FAMILY(KSH)</b>	
<b>CATEGORY</b>	<b>COVER LIMIT (Kshs)</b>
<b>A</b>	30,000.00
<b>B</b>	50,000.00
<b>C</b>	50,000.00
<b>NHC PRESCRIBED NON ACCIDENTAL OPHTHALMOLOGIC INPATIENT SERVICES ANNUAL LIMITS PER FAMILY(KSH)</b>	
<b>CATEGORY</b>	<b>COVER LIMIT (Kshs)</b>
<b>A</b>	200,000.00
<b>B</b>	200,000.00
<b>C</b>	200,000.00

**\*bidder to administer scheme within the NHC prescribed limits**

**Note:**

- 1. Cost of surgery to correct refractive errors is excluded. Accident related inpatient ophthalmologic cases to be placed under standard inpatient cover upto overall inpatient limit.**
- 2. The optical cover limits shall have no capping on frame and lenses.**

## DENTAL SERVICES

<b>NHC PRESCRIBED DENTAL <u>OUTPATIENT</u> SERVICES ANNUAL LIMITS PER FAMILY(KSH)</b>	
<b>CATEGORY</b>	<b>COVER LIMIT (Kshs)</b>
<b>A</b>	30,000.00
<b>B</b>	40,000.00
<b>C</b>	40,000.00
<b>NHC PRESCRIBED NON ACCIDENTAL <u>IN PATIENT</u> DENTAL SERVICES ANNUAL LIMITS PER FAMILY(KSH)</b>	
<b>CATEGORY</b>	<b>COVER LIMIT (Kshs)</b>
<b>A</b>	200,000.00
<b>B</b>	200,000.00
<b>C</b>	200,000.00

**Note: Cost of surgery to correct refractive errors is excluded. Accident related inpatient dental cases to be placed under standard inpatient cover upto overall inpatient limit**

## MATERNITY SERVICES

<b>MATERNITY SERVICES ANNUAL LIMITS MEMBER/SPOUSE (KSH)</b>	
<i>(Maternity cover for normal child delivery and elective caesarian section &amp; pregnancy related complications, applicable to principal members or their spouses only)</i>	
<b>CATEGORY</b>	<b>COVER LIMIT (Kshs)</b>
<b>A</b>	N/A
<b>B</b>	250,000
<b>C</b>	250,000

\* Maternity benefits including inpatient hospitalization for Caesarian section.

**CHILDREN WITH SPECIAL NEEDS/PWD (to be registered ab-initio)**

<b>PRESCRIBED ANNUAL LIMITS</b>	
<b>CATEGORY</b>	<b>COVER LIMIT (Kshs)</b>
<b>A</b>	N/A
<b>B</b>	200,000
<b>C</b>	200,000

**LAST RESPECT EXPENSE FOR MEMBER (insured component)**

<b>LAST RESPECT EXPENSE ANNUAL LIMITS FOR MEMBER (KSH)</b>	
<b>CATEGORY</b>	<b>COVER LIMIT (Kshs)</b>
<b>A</b>	200,000
<b>B</b>	200,000
<b>C</b>	200,000

**LAST RESPECT EXPENSE FOR DEPENDANT (insured component)**

<b>LAST RESPECT EXPENSE ANNUAL LIMITS FOR DEPENDANT (KSH)</b>	
<b>CATEGORY</b>	<b>COVER LIMIT (Kshs)</b>
<b>A</b>	N/A
<b>B</b>	100,000
<b>C</b>	100,000

1. The service provider shall quote an **Administration Fee** for the management of the fund in absolute terms (KSH) payable on quarterly basis. This shall be quoted for the entire period of cover (annual) but split into four (4) quarters.

**Medical Services Providers**

(i) *The bidders are required to complete the matrix below (Schedule I) indicating where their services can be accessed.*

S/	Name (s) of County	Name (s) of Hospitals	Name (s) of Chemists	Name (s) of General	Name (s) of Specialist Practitioners	Name (s) of Labs
1.						
2.						
3.						
4.						
5.						
6.						
7.						
8.						
9.						
10.						
11.						
12.						
13.						
14.						
15.						
16.						
17.						
18.						
19.						
20.						

**PRICE SCHEDULE (PREMIUM SUMMARY FORM)**

**TABLE 1: INPATIENT COVER**

<b>INPATIENT ANNUAL LIMITS PER FAMILY(KSH)</b>	
	<b>COVER PREMIUM (Kshs)</b>
<b>CATEGORY A</b>	
<b>CATEGORY B</b>	
<b>CATEGORY C</b>	
<b>TOTAL</b>	

<b>DENTAL INPATIENT ANNUAL LIMITS PER FAMILY(KSH) (non accidental dental inpatient)</b>	
	<b>COVER PREMIUM (Kshs)</b>
<b>CATEGORY A</b>	
<b>CATEGORY B</b>	
<b>CATEGORY C</b>	
<b>TOTAL</b>	

<b>OPTICAL INPATIENT ANNUAL LIMITS PER FAMILY(KSH) (Non accidental ophthalmologic in patient)</b>	
	<b>COVER PREMIUM (Kshs)</b>
<b>CATEGORY A</b>	
<b>CATEGORY B</b>	
<b>CATEGORY C</b>	
<b>TOTAL</b>	

<b>MATERNITY INPATIENT ANNUAL LIMITS PER FAMILY(KSH)</b>	
<b>MATERNITY (Maternity Inpatient hospitalisation including Caesarian section.)</b>	<b>COVER PREMIUM (Kshs)</b>
<b>CATEGORY A</b>	
<b>CATEGORY B</b>	
<b>CATEGORY C</b>	
<b>TOTAL</b>	

**TABLE 2: OUTPATIENT FUND MANAGEMENT**

<b>OUTPATIENT (based on NHC prescribed limits)</b>		
	<b>Administration fee Per quarter (Kshs)</b>	<b>Administration fee Per annum (Kshs)</b>
<b>CATEGORY A</b>		
<b>CATEGORY B</b>		
<b>CATEGORY C</b>		
<b>TOTAL</b>		

**TABLE 3: OPTICAL COVER (Out Patient)**

<b>OPTICAL (based on NHC prescribed limits)</b>		
	<b>Administration fee Per quarter (Kshs)</b>	<b>Administration fee Per annum (Kshs)</b>
<b>CATEGORY A</b>		
<b>CATEGORY B</b>		
<b>CATEGORY C</b>		
<b>TOTAL</b>		

**TABLE 4: DENTAL COVER (Out Patient)**

<b>DENTAL COVER (based on NHC prescribed limits)</b>		
	<b>Administration fee Per quarter (Kshs)</b>	<b>Administration fee Per annum (Kshs)</b>
<b>CATEGORY A</b>		
<b>CATEGORY B</b>		
<b>CATEGORY C</b>		
<b>TOTAL</b>		



**TABLE 5: MATERNITY COVER (OUTPATIENT)**

<b>MATERNITY COVER (based on NHC prescribed limits)</b> <i>(Maternity cover for child delivery and pregnancy related complications, applicable to principal members or their spouses only)</i>		
	<b>Administration fee Per quarter (Kshs)</b>	<b>Administration fee Per annum (Kshs)</b>
<b>CATEGORY A</b>		
<b>CATEGORY B</b>		
<b>CATEGORY C</b>		
<b>TOTAL</b>		

**TABLE 6: CHILDREN WITH SPECIAL NEEDS COVER (OUTPATIENT)**

<b>CHILDREN WITH SPECIAL NEEDS COVER (based on NHC prescribed limits)</b>		
	<b>Administration fee Per quarter (Kshs)</b>	<b>Administration fee Per annum (Kshs)</b>
<b>CATEGORY A</b>		
<b>CATEGORY B</b>		
<b>CATEGORY C</b>		
<b>TOTAL</b>		

**TABLE 7: LAST RESPECT EXPENSE FOR MEMBER (insured)**

<b>LAST RESPECT EXPENSE ANNUAL LIMITS FOR MEMBER (KSH)</b>	
	<b>COVER PREMIUM (Kshs)</b>
<b>CATEGORY A</b>	
<b>CATEGORY B</b>	
<b>CATEGORY C</b>	
<b>TOTAL</b>	

**TABLE 8: LAST RESPECT EXPENSE FOR DEPENDANT(s) COVER**

<b>LAST RESPECT EXPENSE ANNUAL LIMITS FOR DEPENDANT (KSH)</b>	
	<b>COVER PREMIUM (Kshs)</b>
<b>CATEGORY A</b>	
<b>CATEGORY B</b>	
<b>CATEGORY C</b>	
<b>TOTAL</b>	

**TABLE 9: SMARTCARD**

<b>BIOMETRIC SMARTCARD REGISTRATION/CARDS</b>	
<b>CATEGORY</b>	<b>COVER PREMIUM (Kshs)</b>
<b>B E N E F I C I A R Y</b>	
<b>TOTAL (*704)</b>	

Note: Bidder to separately indicate cost of replacement for lost damaged card.

**GRAND TOTAL SUMMARY**

**(To be transferred to the Form of Tender as applicable)**

<b>MEDICAL COVER</b>	<b>COVER PREMIUM (Kshs)</b>	<b>FUND ADMINISTRATION FEES (Kshs)</b>
Inpatient		N/A
Outpatient (to be managed as a fund)	N/A	
Optical (APPLICABLE TO BOTH IP& OP)		
Dental(APPLICABLE TO BOTH IP& OP)		
Maternity(APPLICABLE TO BOTH IP& OP)		
Children with special needs		
Last respect expense for member		N/A
Last respect expense for dependant		N/A
Smartcard (quote ksh.)		
<b>SUB-TOTAL ANNUAL AMOUNT</b>		
<b>GRAND TOTAL ANNUAL AMOUNT (Cover Premium + Fund Administration Fees)</b>		

Bidders Signature:.....

Date: .....

Stamp: .....

**FORM OF TENDER - (COVER PREMIUM + FUND ADMINISTRATION FEES)**

To:

Date

**NHC**

Tender No

Tender Name.....

Gentlemen and/or Ladies:-

Having examined the tender documents including Addenda No. (***Insert numbers***)  
..... the receipt of which is hereby duly acknowledged, we the undersigned, offer to  
Provide Medical Insurance Cover 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.

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

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.

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.

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

Dated this        day of \_\_\_\_ 2021

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

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

Duly authorized to sign tender for and on behalf of

**TENDER SECURITY FORM**

Whereas .....[Name of the tenderer] (Hereinafter called “the tenderer”) has submitted its tender dated ..... [Date of submission of tender] for the ..... [Name and/or description of the tender] (hereinafter called “the Tender”)

KNOW ALL PEOPLE by these presents that WE ..... of..... [Name of Insurance Company] having our registered office at ..... (hereinafter called “the Guarantor”), are bound unto ..... [Name of Procuring Entity](hereinafter called “the Procuring Entity”) in the sum of ..... (Currency and guarantee amount) for which payment well and truly to be made to the said Procuring Entity, the Guarantor binds itself, its successors, and assigns by these presents.

Sealed with the Common Seal of the said Guarantor this \_\_\_day of \_\_\_\_\_20\_\_\_.

THE CONDITIONS of this obligation are:

- 1. If after tender opening the tenderer withdraws his tender during the period of tender validity specified in the instructions to tenderers, Or
- 2. If the tenderer, having been notified of the acceptance of his tender by the Employer during the period of tender validity:
  - (a) fails or refuses to execute the form of Agreement in accordance with the Instructions to Tenderers, if required; or
  - (b) fails or refuses to furnish the Performance Security, in accordance with the Instructions to Tenderers;

We undertake to pay to the Procuring Entity up to the above amount upon receipt of its first written demand, without the Procuring Entity having to substantiate its demand, provided that in its demand the Procuring Entity will note that the amount claimed by it is due to it, owing to the occurrence of one or both of the two conditions, specifying the occurred condition or conditions.

This 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 Guarantor not later than the said date.

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

[Signature of the Guarantor]

\_\_\_\_\_

[Witness]

\_\_\_\_\_

[Seal]

**SELF DECLARATION THAT THE PERSON/CONSULTANT IS NOT DEBARRED  
IN THE MATTER OF THE PUBLIC PROCUREMENT AND ASSET DISPOSAL  
ACT 2015**

I, ....., of Post Office Box .....  
being a resident of .....in the Republic of  
..... do hereby make a statement as follows:-

1. THAT I am the Company Secretary/ Chief Executive/Managing  
Director/Principal Officer/Director of .....(insert  
name of the Company) who is a Bidder in respect of Tender No. ....  
for..... (insert Proposal title/description) for  
.....( insert name of the Procuring entity)  
and duly authorized and competent to make this statement.
  
2. THAT the aforesaid Bidder, its Directors and subcontractors have not been debarred  
from participating in procurement proceeding under Part IV of the Act.
  
3. THAT what is deponed to hereinabove is true to the best of my knowledge,  
information and belief.

..... (Title).....(Signature)

Bidder's Official Stamp

**SELF DECLARATION THAT THE PERSON/CONSULTANT WILL NOT ENGAGE IN ANY CORRUPT OR FRAUDULENT PRACTICE**

I, .....of P. O. Box.....being a resident of ..... in the Republic of.....do hereby make a statement as follows:-

1. THAT I am the Chief Executive/Managing Director/Principal Officer/Director of ..... (insert name of the Company) who is a Bidder in respect of Tender No. .... for .....(insert Proposal title/description) or .....(insert name of the Procuringentity) and duly authorized and competent to make this statement.
2. THAT the aforesaid Bidder, its servants and/or agents /subcontractors will not engage in any corrupt or fraudulent practice and has not been requested to pay any inducement to any member of the Board, Management, Staff and/or employees and/or agents of.....( insert name of the Procuring entity) which is the procuring entity.
3. THAT the aforesaid Bidder, its servants and/or agents /subcontractors have not offered any inducement to any member of the Board, Management, Staff and/or employees and/or agents of..... (name of the procuring entity)
4. THAT the aforesaid Bidder will not engage /has not engaged in any corrosive practice with other bidders participating in the subject Proposal
5. THAT what is deponed to herein above is true to the best of my knowledge information and belief.

..... (Title).....(Signature)

Bidder's Official Stamp

## CONTRACT FORM

THIS AGREEMENT made the \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_ between [name of Procurement entity] of \_\_\_\_\_ [country of Procurement entity] (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 Healthcare cover and has accepted a tender by the tenderer for the supply of the services in the sum of \_\_\_\_\_ [Contract price in words in figures] (Hereinafter called "the Contract Price").

### NOW THIS AGREEMENT WITNESSTH AS FOLLOWS:-

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Agreement, viz:
  - (a) the Tender Form and the Price Schedule submitted by the tenderer;
  - (b) the Schedule of Requirements
  - (c) the Details of cover
  - (d) the General Conditions of Contract
  - (e) the Special Conditions of Contract; and
  - (f) the Procuring entity's Notification of Award
3. In consideration of the payments to be made by the Procuring entity to the tenderer as hereinafter mentioned, the tenderer hereby covenants with the Procuring entity to provide the Medical Healthcare 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