



ADDENDUM 1 – TENDER NOTICE

With reference to the tender notice which appeared on the Nursing Council of Kenya website www.nckkenya.com on 9th May 2025 for provision of medical insurance services, we wish to bring the following addendum on the corrections made in the **Section III: SCHEDULE OF REQUIREMENTS – DETAILS OF THE MEDICAL COVER, 4.1 STAFF MEDICAL COVER LIMITS** and **BOARD MEMBERS ANNUAL OUTPATIENT COVER SUB-LIMITS** in the tender document. This addendum forms an integral part of the tender document and will therefore be considered at the evaluation stage.

No.	TENDER NO	TENDER DESCRIPTION	CLOSING DATE
1.	NCK/MED/INS/B2/10/5/2025	PROVISION OF MEDICAL INSURANCE SERVICES COVER FOR BOARD MEMBERS AND STAFF (OPEN FOR BOTH BROKERAGE AND UNDERWRITERS INSURANCE SERVICES)	Monday 26th May 2025 at 10:00 AM

All other terms and conditions of the tender documents remain the same. All interested bidders are required to continually check the Nursing Council of Kenya website: www.nckkenya.com for any other tender addenda or clarification that may arise before submission date.

DATE OF ISSUE: 20th May 2025



NURSING COUNCIL OF KENYA

TENDER DOCUMENT

FOR

**PROVISION OF MEDICAL INSURANCE SERVICES COVER FOR BOARD MEMBERS AND
STAFF.**

(OPEN FOR BOTH BROKERAGE AND UNDERWRITERS INSURANCE SERVICES)

TENDER NO. NCK/MED/INS/B2/10/5/2025

CLOSING Monday 26th May 2025 at 10:00 AM

DATE OF ISSUE: 20th May 2025

**THE REGISTRAR/CEO
NURSING COUNCIL OF KENYA
P.O BOX 20056 – 00200 NAIROBI
TEL: 020 3873556 | 0721920567 | 0733924669
www.nckkenya.com**

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SECTION I

INVITATION TO TENDER.

TENDER NO.NCK/MED/INS/B2/10/5/2025, PROVISION OF MEDICAL INSURANCE SERVICES FOR NCK COUNCIL MEMBERS AND STAFF

The Nursing Council of Kenya (NCK) also referred to as the Council invites sealed tenders from eligible candidates for the Provision of Medical Insurance Services for NCK Board Members and Staff. The contract will be for a period of one year subject to annual Satisfactory Performance review.

The document may be viewed and downloaded from the Nursing Council of Kenya website www.nckkenya.com

Prices quoted should be net inclusive of all taxes, must be in Kenya Shillings and should remain valid for 120 days.

Completed tender documents are to be enclosed in plain sealed envelopes, marked with the tender number and be deposited in the tender box provided at The Nursing Council of Kenya Office, Ground floor NCK PLAZA Nairobi, addressed to:

**The Registrar/CEO
Nursing Council of Kenya
P.O Box 20056 – 00200
Nairobi**

To be received on or before **Monday 26th May 2025 at 10:00 AM**

Tenders must be accompanied by a Tender Security of Kshs. 200,000 in form of a guarantee from a reputable bank or an insurance company approved by NCK payable to The Registrar, Nursing Council of Kenya (Self-insured tender securities are not allowed).

Tenders will be opened immediately thereafter in the presence of the tenderers representatives who choose to attend the opening at the 1st floor Exam Board Room ,NCK PLAZA

SECTION II - INSTRUCTIONS TO TENDERERS

2.1 Eligible tenderers

- 2.1.1. This Invitation to tender is open to all tenderers eligible as described in the 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. NCK employees, committee members, board members and their relatives (spouse and children) are not eligible to participate.
- 2.1.3. Tenderers shall provide the qualification information statement that the tenderer (including all members, of a joint venture and subcontractors) 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 NCK 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 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 NCK, will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the tendering process.
- 2.2.2 NCK shall allow the tenderer to review the tender document free of charge from the website.

2.3 Contents of tender documents

- 2.3.1. The tender document comprises of the documents listed below and addenda issued in accordance with clause 5 of these instructions to tenders
- i) Instructions to tenderers
 - ii) General Conditions of Contract

- iii) Special Conditions of Contract
- iv) Schedule of Requirements
- v) Details of service
- vi) Form of tender
- vii) Price schedules
- viii) Contract form
- ix) Confidential business questionnaire form
- x) Performance security form

2.3.2. The Tenderer is expected to examine all instructions, forms, terms, and specifications 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 document in every respect will be at the tenderers risk and may result in the rejection of its tender.

2.4 Clarification of Documents

2.4.1. A prospective candidate making inquiries of the tender document may notify NCK entity in writing or by post or email at the entity's address indicated in the Invitation for tenders. NCK will respond in writing to any request for clarification of the tender documents, which it receives no later than Five (5) days prior to the deadline for the submission of tenders, prescribed by NCK. Written copies of NCK response (including an explanation of the query but without identifying the source of inquiry) will be sent to all prospective tenderers who have received the tender documents"

2.4.2. NCK shall reply to any clarifications sought by the tenderer within 2 days of receiving the request to enable the tenderer to make timely submission of its tender

2.5 Amendment of documents

2.5.1. At any time prior to the deadline for submission of tenders, NCK, 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 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, NCK at its discretion, may extend the deadline for the submission of tenders.

2.6 Language of tender

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 NCK, 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

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 Clause 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 is in accordance with Clause 2.12
- (d) Confidential business questionnaire

2.8 Form of Tender

2.8.1 The tenderers shall complete the Form of Tender and the appropriate Price Schedule furnished in the tender documents, indicating the services to be performed.

2.9 Tender Prices

2.9.1 The tenderer shall indicate on the Price schedule the unit prices where applicable and total tender prices 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 2.22.

2.9.4 Contract price variations shall not be allowed for contracts not exceeding one year (12 months)

2.9.5 Where contract price variation is allowed, the variation shall not exceed 10% of the original contract price.

2.9.6 Price variation requests shall be processed by NCK within 30 days of receiving the request.

2.10 Tender Currencies

2.10.1 Prices shall be quoted in Kenya Shillings unless otherwise specified in the appendix to in Instructions to Tenderers

2.11 Tenderers Eligibility and Qualifications.

2.11.1 Pursuant to Clause 2.1 the tenderer shall furnish, as part of its tender, documents establishing the tenderers eligibility to tender and its qualifications to perform the contract if its tender is accepted.

2.11.2 The documentary evidence of the tenderers qualifications to perform the contract if its tender is accepted shall establish to NCK 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 Invitation to tender.

2.12.2 The tender security shall be in the amount not exceeding 2 per cent of the tender price.

2.12.3 The tender security is required to protect NCK against the risk of Tenderers conduct which would warrant the security's forfeiture, pursuant to paragraph 2.12.7

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

- a) A bank guarantee.
- b) Such insurance guarantee approved by the Authority.

2.12.5 Any tender not secured in accordance with paragraph 2.12.1 and 2.12.3 will be rejected by NCK as non-responsive, pursuant to paragraph 2.20

2.12.6 Unsuccessful tenderers security will be discharged or returned as promptly as possible as but not later than thirty (30) days after the expiration of the period of tender validity prescribed by NCK.

2.12.7 The successful tenderers tender security will be discharged upon the tenderer signing the contract, pursuant to paragraph 2.26, and furnishing the performance security, pursuant to paragraph 2.37.

2.12.8 The tender security may be forfeited:

- (a) If a tenderer withdraws its tender during the period of tender validity specified by NCK on the Tender Form; or
- (b) In the case of a successful tenderer, if the tenderer fails:
 - (i) To sign the contract in accordance with paragraph 2.26. or
 - (ii) To furnish performance security in accordance with paragraph 2.27.
- (c) If the tenderer rejects, correction of an error in the tender.

2.13 Validity of Tenders

2.13.1 Tenders shall remain valid for 120 days or as specified in the invitation to tender after date of tender opening prescribed by NCK, pursuant to paragraph 2.18. A tender valid for a shorter period shall be rejected by NCK as nonresponsive.

2.13.2 In exceptional circumstances, NCK 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 may refuse the request without forfeiting its tender security. A tenderer granting the request will not be required nor permitted to modify its tender.

2.14 Format and Signing of Tender

2.14.1 The tenderer shall prepare one copy of the tender, clearly marked "ORIGINAL TENDER" as appropriate.

2.14.2 The original 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 unamended 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 of the tender in an envelope, duly marking the envelope as “ORIGINAL” The envelope shall:

- (a) Be addressed to NCK 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 **Monday 26th May 2025 at 10:00 AM**”

2.15.2 The envelope shall also indicate the name and address of the tenderer to enable the tender to be returned unopened in case it is declared “late”.

2.15.3 If the envelope is not sealed and marked as required by paragraph 2.15.1, NCK 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 NCK at the address specified in the appendix to instructions to tenderers no later than **Monday 26th May 2025 at 10:00 AM**

2.16.2 NCK may, at its discretion, extend this deadline for the submission of tenders by amending the tender documents in accordance with paragraph 5, in which case all rights and obligations of NCK 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 in the tender box shall be received by NCK 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 tender’s is received by NCK prior to the deadline prescribed for the 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 cable, but followed by a signed confirmation copy, post marked 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 specified by the tenderer on the Tender Form. Withdrawal of a tender during this interval may result in the Tenderer's forfeiture of its tender security, pursuant to paragraph 2.12.8.
- 2.17.5 NCK may at any time terminate procurement proceedings before contract award and shall not be liable to any person for the termination.
- 2.17.6 NCK 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.
- 2.18 Opening of Tenders
- 2.18.1 NCK will open all tenders in the presence of tenderers' representatives who choose to attend, on **Monday 26th May 2025 at 10:00 AM** and in the location specified in the invitation to tender. 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 or absence of requisite tender security and such other details as NCK, at its discretion, may consider appropriate, will be announced at the opening.
- 2.18.3 NCK will prepare minutes of the tender opening which will be submitted to the 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 NCK 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 shall be sought, offered, or permitted.
- 2.19.2 Any effort by the tenderer to influence NCK in NCK'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 NCK will examine the tenders to determine whether they are complete, whether any computational errors have been made, whether required securities 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 may be forfeited. If there is a discrepancy between words and figures, the amount in words will prevail.

2.20.3 NCK may waive any minor informality or nonconformity 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 2.22, NCK 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. NCK'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 NCK and may not subsequently be made responsive by the tenderer by correction of the nonconformity.

2.21 Conversion to a single currency

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

2.22.2 The comparison shall be of the price including all costs as well as duties and taxes payable on all the materials to be used in the provision of the services.

2.22.3 NCK'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 2.22.4 and in the technical specifications:

- (a) Operational plan proposed in the tender;

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

2.22.4 Pursuant to paragraph 22.3 the following evaluation methods will be applied:

(a) Operational Plan.

NCK requires that the services under the Invitation for Tenders shall be performed at the time specified in the Schedule of Requirements. Tenders' offering to perform longer than NCK's required delivery time will be treated as non-responsive and rejected.

(b) Deviation in payment schedule.

Tenderers shall state their tender price for the payment on a 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. NCK may consider the alternative payment schedule offered by the selected tenderer.

2.22.5 The tender evaluation committee shall evaluate the tender within 30 days from the date of opening the tender.

2.22.6 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.

2.23. Contacting NCK

2.23.1 Subject to paragraph 2.19, no tenderer shall contact NCK 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 NCK in its decisions on tender evaluation tender comparison or contract award may result in the rejection of the tenderers tender.

2.24 Award of Contract

a) Post qualification

2.24.1 In the absence of pre-qualification, NCK will 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's 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 2.1.2, as well as such other information as NCK 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 NCK will proceed to the next lowest evaluated tender to make a similar determination of that Tenderer's capabilities to perform satisfactorily.

b) Award Criteria

2.24.4 Subject to paragraph 2.29 NCK 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.

2.24.5 NCK 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 NCK's action. If NCK determines that none of the tenderers is responsive; NCK shall notify each tenderer who submitted a tender.

2.24.6 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.

2.25 Notification of award

2.25.1 Prior to the expiration of the period of tender validity, NCK will notify the successful tenderer in writing that its tender has been accepted.

2.25.2 The notification of award will signify the formation of the Contract subject to the signing of the contract between the tenderer and NCK pursuant to clause 2.26. Simultaneously the other tenderers shall be notified that their tenders have not been successful.

2.25.3 Upon the successful Tenderer's furnishing of the performance security pursuant to paragraph 27, NCK will promptly notify each unsuccessful Tenderer and will discharge its tender security, pursuant to paragraph 2.12

2.26 Signing of Contract

2.26.1 At the same time as NCK notifies the successful tenderer that its tender has been accepted, NCK will simultaneously inform the other tenderers that their tenders have not been successful.

2.26.2 Within fourteen (14) days of receipt of the Contract Form, the successful tenderer shall sign and date the contract and return it to NCK.

2.26.3 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.

2.27 Performance Security

2.27.1 Within thirty (30) days of the receipt of notification of award from NCK, the successful tenderer shall furnish the performance security in accordance with the Conditions of Contract, in the Performance Security Form provided in the tender documents, or in another form acceptable to NCK.

2.27.2 Failure of 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 NCK may make the award to the next lowest evaluated or call for new tenders.

2.28 Corrupt or Fraudulent Practices

2.28.1 NCK requires that tenderers observe the highest standard of ethics during the procurement process and execution of contracts. A tenderer shall sign a declaration that he has not and will not be involved in corrupt or fraudulent practices.

2.28.2 NCK will reject a proposal for award if it determines that the tenderer recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question;

2.28.3 Further, a tenderer who is found to have indulged in corrupt or fraudulent practices risks being debarred from participating in public procurement in Kenya.

APPENDIX TO INSTRUCTIONS TO TENDERER

The following information for procurement of services shall complement or amend the provisions of 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

PROVISION OF MEDICAL INSURANCE COVER FOR BOARD MEMBERS AND STAFF

Instructions to tenderers	Particulars of appendix to instructions to tenderers
2.1	Particulars of eligible tenderers: Insurance Companies Licensed by the Insurance Regulatory Authority and eligible to provide medical insurance cover business in Kenya
2.2.2	Price to be charged for tender documents. The tender document shall be downloaded free of charge from www.nckkenya.com or treasury.supplier.go.ke
2.10	Particulars of other currencies allowed. None
2.12.2	Particulars of tender security if applicable. Kshs. 200,000 valid for 150 days after date of tender opening.
2.12.4	Form of Tender Security: The Tender Security shall be in the form of a Guarantee from a reputable bank or an insurance company approved by NCK. Self-guaranteed tender security not allowed.
2.13	Validity of Tenders: Tenders Shall remain valid for 150 days after date of tender opening.
2.16.3	Bulky tenders which do not Fit in the tender box shall be delivered to the Procurement Unit. At 10th Floor National Bank Building Harambee Avenue Nairobi.
2.24.3	Post Qualification: NCK may carry out post qualification to determine whether the lowest evaluated responsive tender is qualified to perform the contract satisfactorily.
2.4	Clarifications sought should be addressed to info@nckkenya.go.ke and NCK shall upload any clarification on its website www.nckkenya.com

SECTION III

SCHEDULE OF REQUIREMENTS

The Nursing Council of Kenya (NCK) provides medical cover through insurance as part of benefits package for Board members and staff.

1. SCOPE OF MEDICAL COVER

The period of cover is one-year subject to annual satisfactory performance review. This Insurance cover will commence from (1ST July 2025 to 30th June 2026) Coverage.

2. Objective of the Cover

The objective of the cover is to provide a comprehensive in-patient and out-patient medical cover for the Staff and their dependents plus Members of the Board.

Table 1: DETAILS OF THE MEDICAL COVER

POLICY	MEDICAL SCHEME/INSURANCE	REMARKS
PERIOD	1.07.2025 – 30.06.2026	Contract to run for One calendar year
SCOPE OF COVER	Expenses incurred by Board members, Registrar, employees and their dependants during the period of the policy. Benefits: Inpatient Out-patient Drugs and administration. Optical, dental. Maternity and other specialized areas Other benefits: Sum Insured: (Schedule provided)	Cover for Optical, dental and maternity should be separate and not provided within outpatient/inpatient limit.
LIMITS OF LIABILITY	As set out in schedule	
EXCESS	NIL	No Excess
CANCELLATION NOTICE	Sixty (60) Days	
EXTENSIVE CLAUSES	1. Riot, strike and civil	Full cover

POLICY	MEDICAL SCHEME/INSURANCE	REMARKS
	Commotion	
	2. Travel to and from work, social, sporting activities including use of motor vehicles	Full cover
	3. Pre-existing Congenital and chronic Conditions.	Up to full inpatient limit
	4. Waiting period waiver	
	5. Age-18 to 60 years	
	6. Children covered from Birth to 18 years or up to 25 years if in school/college.	Proof of schooling has to be availed
	7. Children with disability to be covered for as long as they continue to be dependent on the principal member.	As per NCPWD
	8. Caesarean section to be covered.	
	9. Admission in a SHA Accredited hospital.	
	10. Accommodation for Parent/guardian accompanying a child below 12 years.	
	11. Members to be reimbursed 100 percent of their claims within seven (7) days of submission upon consultation with the provider.	
	12. Nutritional supplements & multi vitamins prescribed as part of treatment to be included in the cover. Soaps and ointments prescribed for allergies/skin reactions, prescribed by dermatologists or paediatricians to be covered.	
	13. Maternity cover to include; a) Child delivery expenses i.e. Normal & Caesarean section b) Maternity related complications e.g. miscarriage and doctor recommended	The following will be covered within inpatient or outpatient. a) Routine antenatal care to be covered plus a maximum of 6 (six) ultrasound scans b) Routine post-natal care up to

POLICY	MEDICAL SCHEME/INSURANCE	REMARKS
	<p>terminations to be covered.</p> <p>No waiting period.</p>	10 weeks after delivery
	14. Dental cover to include, filling, extraction, root canal, medically necessary scaling polishing, cleaning, whitening, braces e.tc. Also to cover replacement or repair of old dentures, bridges and plates.	Maximum of Kshs.150,000 per family for out-patient, for in-patient is within the family cover limits.
	15. Overseas treatment including reviews that require hospitalization to be covered in full within inpatient limits/ Outpatient limits	Cost of transportation, accommodation, meals and other incidentals to be covered fully within inpatient limit
	16. Treatment of HIV/AIDS related conditions to be covered in full within outpatient and inpatient limits	
	17. Treatment of venereal diseases to be fully covered within outpatient and inpatient limits	
	18. Optical benefits to include treatment for deterioration, correction of sight and replacement of spectacles/ frames and lenses including photogramatic	Maximum of Kshs. 100,000.00 per family for out-patient, for in-patient it is within the in-patient family cover. Lenses capped at Ksh.30,000.00, Frames capped at 30,000.00
	19. Cater for accommodation for those accompanying children below 12 years	
	20.All prescribed Physiotherapy and Hydrotherapy to be covered within inpatient and outpatient limits.	No pre-authorization needed from insurance so long as it has been prescribed by a doctor.
	21. Cater Immunization for KEPI immunizations and all immunizations recommended by WHO and baby friendly ones	Should include all immunizations recommended by WHO and baby friendly ones. Private and travel vaccines up to a limit of sh. 100,000.00
	22.Laboratory Investigation - All tests prescribed to be covered All procedure prescribed by medical specialists e.g. laser treatment to be covered	
	23.Auxiliary immunization and	Cover to be extended to staff

POLICY	MEDICAL SCHEME/INSURANCE	REMARKS
	prevention of communicable diseases under global health security. E.g. emerging cholera outbreak to be covered	and their beneficiaries. No age limits, No sub limits.
	24. Last Expense	Kshs. 200,000.00
	25. Maternity	Kshs.250,000 (normal delivery) Kshs. 350,000 (C-Section)
	26.Doctors', surgeons, anesthetist, operating theatre fees and hospital board and accommodation charges in a standard ward bed except for Job Grade NCK 1 which provide for private/executive suite with limit of Kshs. 30,000 per day.	
	27.HDU & ICU expenses	
	28.Drugs, dressings, surgical appliances, laboratory and cost of investigations reasonably incurred by an insured member	
	29.Local rescue and evacuation within the inpatient limit	Ambulance rescue and evacuation (both road and air
	30.Drugs prescribed by a physician and dispensed by a licensed pharmacist	Without requiring subsequent consultations with a physician for long term prescription
	31.Inpatient and daycare surgeries	
	32.Post hospitalization benefits	
	33.Renal cases	
	34.Hospitalization due to dental or optical cases	

4.0 STAFF DATA

Table 2. Principal members and their dependents

Categories/Grades	Principal Member (s)	Family Size		Sub-totals (M+ Dependents)
NCK 1 to NCK 9	54	62	43	159

KEY:

Table 3

M	M+1	M+2	M+3	M+4	M+5
8	7	10	14	13	3

M + No. of dependents (Including Spouse and Children)

4.1 STAFF MEDICAL COVER LIMITS

In-patient

The following are the proposed in-patient limits:

In-patient limits

Job Grade (s)	Annual limit per family (Kshs.)
NCK 1	5,000,000.00
NCK 2-9	4,000,000.00

4.2 Staff Out-patient

Job Grade (s)	Annual limit per family (Kshs.)
NCK 1	500,000
NCK 2-9	400,000

BOARD MEMBERS DATA

The table below stipulates the number of Board members: -

Table 3: Board members' data

	Family Size	NO.	TOTAL
Principal members	M	9	9
TOTAL		9	9

5.1 BOARD MEMBERS COVER

Table 4. Annual In-patient

ANNUAL INPATIENT LIMITS PER PRINCIPAL MEMBER	
Overall limits	Kshs. 2,000,000.00
Pre-existing chronic and congenital conditions	Full cover limit
Ward	Executive suite – Limit of Ksh. 30,000.00 per day
Emergency & Caesarean	Maximum of Kshs. 400,000.00
Maternity	Maximum of Kshs.300,000.00
Last expense or funeral cover for principal members (Only if a member dies while still in office)	Maximum of Kshs. 200,000.00
Medical Check-up for principal members	Maximum of Kshs. 70,000
Post hospitalization visits/follow-ups within 30 days or limits whichever Comes first.	Maximum of Kshs.100,000.00

5.2 BOARD MEMBERS ANNUAL OUTPATIENT COVER SUB-LIMITS**Table. 5: Annual out-patients limits per Principal member**

The annual limit is Ksh.200,000.00

ANNUAL OUT-PATIENT LIMITS PER PRINCIPAL MEMBER	
(NO SUB LIMITS TO BE APPLIED)	
Overall limits	Full cover
Outpatient Consultation	Full cover
Prescription drugs	Full cover
Prescribed routine laboratory tests	Full cover
Radiology (X-ray and Ultrasound) – CT Scan and MRI require pre- authorization)	Full cover
Pre-existing chronic conditions and cancer	Full cover
Newly diagnosed Chronic conditions	Full cover

ANNUAL OUT-PATIENT LIMITS PER PRINCIPAL MEMBER	
(NO SUB LIMITS TO BE APPLIED)	
HIV AIDS and related opportunistic conditions	Full cover
Psychiatry and psychotherapy	Full cover
Outpatient Oncology/Cancer	Full cover
Physiotherapy and Hydrotherapy	Full Cover
Maternity Cover	Full Cover
Immunizations (KEPI, WHO recommended baby friendly & private baby vaccines	Full cover
Medical check-ups for treatment upon referrals by the attending Doctor	Full cover
Dermatological, ENT and other specialized consultations	Full cover

6. ADDITIONAL INFORMATION

The quotation should also provide for the following:

- i. Provide worldwide medical covers for members & dependents;
- ii. Emergency evacuation by road and air subject to the overall limits;
- iii. Non-segregation of the benefits under the various headings;
- iv. Provide identification membership smart cards for all members and smart access
- v. Provide 24-hour emergency numbers accessible in cases of emergencies;
- vi. Provide a comprehensive list of all service providers including hospitals, pharmacies, laboratories and specialists throughout the country;
- vii. Include information on access to overseas ;
- viii. A Comprehensive list of what is not covered under the medical scheme.

6.1 Issuance of Cards

Card shall be issued free of charge.

7.2 Treatment Abroad

- Air ticket and the doctor's fees for overseas treatment through referrals by attending doctor payable.
- Air ticket for accompanying a dependant below 25 years payable.

6.2 Medical Treatment While on Official Duty Abroad

- Outpatient and in-patient treatment while on official duty or training outside Kenya subject to proof of hospitalization payable.

6.3 Staff in Approved Hardship Areas

Where the Council does not have the approved (service provider) Hospitals in remote areas, staff and their dependants shall visit any SHA registered hospital for treatment and seek reimbursement.

6.4 COVID – 19 – The Cover should also cater for Covid – 19 and Declared Pandemics

6.5 SCOPE OF COVER

The cover to cater for all necessary medical treatment, including; Nursing care, Diagnostic, Laboratory, PPE's or other medically necessary facilities and services, doctors' fees, anesthetists' fees, operating theatre fees, pharmacy, drugs and investigations.

6.6 OUTPATIENT TESTING AND TREATMENT

The cover to cater for COVID-19 and other declared pandemics and related complications. It is an enhancement of the main cover.

Outpatient testing for symptomatic members covered within outpatient benefits and shall be covered up to maximum of both outpatient and inpatient covers.

The following additional benefits should be catered for in the quotation subject to the limits provided:

- i. All COVID-19 and other declared pandemic tests as per Government protocols
- ii. All COVID – 19 and other declared pandemic treatments as per Government Protocols

6.7 ADMISSION AND TREATMENT PROCESS

The following additional benefits should be catered for in the quotation subject to the limits provided:

- i. Hospitalization of members who require hospitalization in preferred (private or public Hospitals);
- ii. Guidance on asymptomatic members requiring isolation at home as per Government protocols;
- iii. Admission to private hospitals, frequent management and reporting;
- iv. In-patient treatment; and
- v. Home based care protocols to be observed by members with COVID – 19 and other declared pandemics who have mild illness, who need to recover from home without hospitalization; provide for supplements required for fast recovery.

6.8 PROPOSED COVER LIMITS

Table. 6

DESCRIPTION	COVER LIMITS (Ksh.)
1. Group Hospitalization	Within in patient
2. Hospitalization Limit per family	Within in patient
3. Testing Per individual	Within outpatient
4.Lives (as per initial contract)	54 Staff + Dependents= 159 and 9 Council Members

7.0 MANDATORY REQUIREMENTS

Table 7

MR	REQUIREMENT	EVIDENCE REQUIRED
INSURANCE COMPANY		
MR1	Must be registered to provide medical insurance cover with the Insurance Regulatory Authority (IRA).	Evidence to be availed is the certificate from IRA
MR2	Submit copy of Certificate of Registration/Incorporation from the Registrar of Companies.	Evidence to be availed is the registration certificate
MR3	Submit Valid Tax Compliance Certificate from Kenya Revenue Authority (KRA).	Evidence to be availed is the tax compliance certificate from KRA
MR4	Submit membership certificate for year 2024 from the Association of Kenya Insurers (AKI).	Evidence to be availed is the certificate

MR5	Must Submit a sample policy document for the medical cover	Evidence to be availed is the sample policy document
MR6	Must Fill the Form of Tender in the format provided in the tender document	Evidence to be availed is the duly filled form
MR7	Must Fill the Tenderer's eligibility-confidential business questionnaire	Evidence to be availed is the duly filled form
MR8	Total claims paid/funds for the years 2023 to 2024	Proof of payment
MR9	Must Fill the Self declaration form that the person/tenderer is not debarred in the matter of the Public Procurement and Asset Disposal Act 2015	Evidence to be availed is the duly filled form
MR11	Must Fill the Declaration and commitment to the code of ethics	Evidence to be availed is the duly filled form
MR12	All pages must be serialized, signed and document book bound	
MR13	Must Submit a Tender Security from a bank duly approved by Central Bank of Kenya or Insurance Company approved by IRA of Kshs. 200,000 valid for 120 days after date of tender opening	Evidence to be availed is a valid tender security
MR14	Must have a paid up capital of at least 500 million	Attach the financial statement
MR15	Provide technical and financial proposal in separate sealed envelope	Submit an original and a copy of both technical and financial proposal

8.0. TECHNICAL EVALUATION

1. FIRMS EXPERIENCE

Reference from five (5) current clients with over twenty million (Kshs. 20M) medical premiums = **(15 points)**

2. FINANCIAL CAPACITY

Evidence from IRA and certified books of accounts for paid up capital of kshs. 200M = **(10 points)**

3. MEDICAL INSURANCE BENEFITS = 12 points

- Full inpatient benefits
- Full outpatient benefits
- Dental and optical cover
- Pre-existing condition cover benefits

- e. Cover limits as per specs
- f. Value added benefits

4. Human resource capabilities – 15 points

- a) The Organization Structure - 5
- b) Team Leader-Should have AIK/ACII and 10years insurance experience-(5marks)
- c) Principal Officer-Should have AIK/ACII and 10 years' experience –(3marks) Attach proof from IRA
- d) Care Team-professional and Authorized Nurse with 4years insurance experience-(2marks)

5. Underwriter to Provide Audited Annual Financial Statements for 2024, 2023, 2022- 15points

6. SCOPE OF COVERAGE-(10 MARKS)

- a. International arrangement-(2marks)
- b. Network of hospitals, Doctor and other service providers(3marks)
- c. Above 20 branches(5marks), Above 5 branches (3 marks), Below 5 branches (2 marks)

7. CLAIMS-(10MARKS)

- a. Medical claims above 50m each year for the last 2 years----- (8 marks)
- b. A response 24 hrs. help line availability – (2 mark)
- c. Confirmation of Ambulance 24hrs (Availability on emergency) (3marks).

8. EXTRA-GRATIA-(10MARKS)

Willingness, Ability and confirmation to offer extra-gratia- Provide evidence of this from at least 3 institutions (3marks)

IX. Stage Three: Financial Evaluation

- X. The Pass mark for Technical Evaluation will be 70%. Candidates that will have attained those points will have their financial proposals evaluated. The bidder who attains 70% and over in the Technical Evaluation and whose financial proposal is the lowest shall be awarded the tender to provide the medical insurance Cover.

- XI. **Due diligence:** Will be carried out to only technically qualified firms to confirm their capability and other aspects related to Medical cover, where applicable.

- i. The bidders are required to complete the matrix below which shall be the basis for evaluation criteria in Service Distribution Network and Facilities within Kenya).

	Location in Kenya (47 –County	No. of Hospitals	No. of Chemists	No. of General	No. of Specialist Practitioners	No of Labs and X- Ray
1	Baringo					
2	Bomet County					
3	Bungoma County					
4	Busia County					
5	Elgeyo/Marakwet County					
6	Embu County					
7	Garissa County					
8	Homa Bay County					
9	Isiolo County					
10	Kajiado County					
11	Kakamega County					
12	Kericho County					
13	Kiambu County					
14	Kilifi County					
15	Kirinyaga County					
16	Kisii County					
17	Kisumu County					
18	Kitui County					
19	Kwale County					
20	Laikipia County					

21	Lamu County					
22	Machakos County					
23	Makueni County					
24	Mandera County					
25	Marsabit County					
26	Meru County					
27	Migori County					
28	Mombasa County					
29	Murang'a County					
30	Nairobi County					
31	Nakuru County					
32	Nandi County					
33	Narok County					
34	Nyamira County					
35	Nyandarua County					
36	Nyeri County					
37	Samburu County					
38	Siaya County					
39	Taita Taveta County					
40	Tana River County					
41	Tharaka Nithi County					
42	Trans Nzoia County					
43	Turkana County					
44	Uasin Gishu County					
45	Vihiga County					
46	Wajir County					
47	West Pokot County					

SECTION IV GENERAL CONDITIONS OF CONTRACT

4.1 Definitions

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 contractor including materials and incidentals which the tenderer is required to provide to the Procuring entity under the Contract.
- d) “The Procuring entity” means the organization sourcing for the services under this Contract.
- e) “The contractor means the individual or firm providing the services under this Contract.
- f) “GCC” means general conditions of contract contained in this section
- g) “SCC” means the special conditions of contract
- h) “Day” means calendar day

4.2 Application

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

4.3 Standards

4.3.1 The services provided under this Contract shall conform to the 7 standards mentioned in the Schedule of requirements

4.4 Patent Right's

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

4.5 Performance Security

4.5.1 Within twenty-eight (28) days of receipt of the notification of Contract award, the successful tenderer shall furnish to the Procuring entity the performance security where applicable in the amount specified in Special Conditions of Contract.

4.5.2 The proceeds of the performance security shall be payable to the Procuring entity as compensation for any loss resulting from the Tenderer's failure to complete its obligations under the Contract.

4.5.3 The performance security shall be denominated in the currency of the Contract, or in a freely convertible currency acceptable to the Procuring entity and shall be in the form of :

a) A bank guarantee.

b) Such insurance guarantee approved by the Authority.

4.5.4 The performance security will be discharged by the procuring entity and returned to the candidate not later than thirty (30) days following the date of completion of the tenderer's performance of obligations under the contract, including any warranty obligations under the contract.

4.6 Inspections and Tests

4.6.1 The Procuring entity or its representative shall have the right to inspect and/or to test the services to confirm their conformity to the Contract specifications. The Procuring entity shall notify the tenderer in writing, in a timely manner, of the identity of any representatives retained for these purposes.

4.6.2 The inspections and tests may be conducted on the premises of the tenderer or its subcontractor(s). If conducted on the premises of the tenderer or its subcontractor(s), all reasonable facilities and assistance, including access to drawings and production data, shall be furnished to the inspectors at no charge to the Procuring entity.

4.6.3 Should any inspected or tested services fail to conform to the Specifications, the Procuring entity may reject the services, and the tenderer shall either replace the rejected services or make alterations necessary to meet specification requirements free of cost to the Procuring entity.

4.6.4 Nothing in paragraph 3.7 shall in any way release the tenderer from any warranty or other obligations under this Contract.

4.7 Payment

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

4.8 Prices

4.8.1 Prices charged by the contractor for services performed under the Contract shall not, with the exception of any Price adjustments authorized in SCC, vary from the prices by the tenderer in its tender or in the procuring entity's request for tender validity extension as the case may be. No variation in or modification to the terms of the contract shall be made except by written amendment signed by the parties.

4.9 Assignment

4.9.1 The tenderer shall not assign, in whole or in part, its obligations to perform under this contract, except with the procuring entity's prior written consent.

4.10 Termination for Default

4.10.1 The Procuring entity may, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the tenderer, terminate this Contract in whole or in part:

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

4.10.2 In the event the Procuring entity terminates the Contract in whole or in part, it may procure, upon such terms and in such manner as it deems appropriate, services similar to those undelivered, and the tenderer shall be liable to the Procuring entity for any excess costs for such similar services.

4.11 Termination of insolvency

The procuring entity may at the anytime 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 produce or affect any right of action or remedy, which has accrued or will accrue thereafter to the procuring entity.

4.12 Termination for convenience

4.12.1 The procuring entity 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 the procuring entity convenience, the extent to which performance of the contractor of the contract is terminated and the date on which such termination becomes effective.

4.12.2 For the remaining part of the contract after termination the procuring entity may elect to cancel the services and pay to the contractor on agreed amount for partially completed services.

4.13 Resolution of disputes

4.13.1 The procuring entity's and the contractor shall make every effort to resolve amicably by direct informal negotiations any disagreement or dispute arising between them under or in connection with the contract.

4.13.2 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.

4.14 Governing Language

4.14.1 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.

4.15 Force Majeure

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

4.16 Applicable Law.

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

4.17 Notices

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 E-mail and confirmed in writing to the other party's address specified in the SCC

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

SECTION V - SPECIAL CONDITIONS OF CONTRACT

5.1 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.

5.2 Special conditions of contract with reference to the general conditions of contract.

General conditions of contract reference	Special conditions of contract
	Specify performance security if applicable: 5% of Contract Sum
	Specify method Payments. Payments to be made on annually up front before commencement of cover
	Specify price adjustments allowed. None
	Specify resolution of disputes. Disputes to be settled as per the Arbitration, Laws of Kenya
	Specify applicable law. Laws of Kenya
	Client: The Registrar/CEO Nursing Council of Kenya Po Box 20056 Nairobi

2.7	
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SECTION VI PRICE SCHEDULE FORM

RATES PER FAMILY INCLUSIVE OUTPATIENT, INPATIENT, LAST EXPENSE AND MATERNITY

CATEGORY	DESCRIPTION	ANNUAL PREMIUM RATES PER FAMILY INCLUSIVE OUTPATIENT, INPATIENT LAST EXPENSE AND MATERNITY (YEAR 1)
		KES.
r		
Council Members		
NCK1		
NCK2-9		

TOTAL TENDER SUM (BASED ON CURRENT MEMBERSHIP).

ITEM NO.	DESCRIPTION OF INSURANCE COVER PERIOD	TOTAL ANNUAL PREMIUM IN KSH INCLUSIVE OF LEVIES AND TAXES (KSH)
1	MEDICAL	
Total		

Sign

Date

Stamp

SECTION VII - STANDARD FORMS

Notes on the standard Forms

1. Form of Tender- The form of Tender must be completed by the tenderer and submitted with the tender documents. It must also be duly signed by duly authorized representatives of the tenderer.
2. Format of Tender Security Instrument - When required by the tender document the tenderer shall provide the tender security in the form included hereinafter.
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. 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 the procuring entity.
6. self-declaration that the person/tenderer is not debarred in the matter of the public procurement and asset disposal act 2015.
7. self-declaration that the person/tenderer will not engage in any corrupt or fraudulent practice.

1. FORM OF TENDER

Date_____

Tender No.

To: The Registrar/CEO
Nursing Council of Kenya
P. O. Box 20056-00200
Nairobi

Sir/Madam:

1. Having examined the Tender documents including Addenda Nos. [insert addenda numbers], the receipt of which is hereby duly acknowledged, we, the undersigned, offer to Provide Medical Insurance Cover in conformity with the said Tender documents 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. (NB The tender sum should be the total premium for one year).
2. We undertake, if our Tender is accepted, to deliver the Services in accordance with the delivery schedule specified in the Schedule of Requirements.
3. We agree to abide by this Tender for the Tender validity period specified in Clause 2.13 of the Appendix to Instructions to Tenderers, and it shall remain binding upon us and may be accepted at any time before the expiration of that period.
4. We are not participating, as Tenderers, in more than one Tender in this Tendering process.
5. Our firm, its affiliates or subsidiaries – including any subcontractors or suppliers for any part of the contract – has not been declared ineligible by the Government of Kenya under Kenyan laws.
6. Until a formal Contract is prepared and executed, this Tender, together with your written acceptance thereof and your notification of award, shall constitute a binding Contract between us.
7. We understand that you are not bound to accept the lowest or any tender you may receive.
8. We certify/confirm that we comply with the eligibility requirements as per ITT Clause 3 of the Tender documents

Dated this _____ day of _____ 20_____.

(Name)

[Signature]

[in the capacity of]

Duly authorized to sign Tender for and on behalf of _____

2. FORMAT OF TENDER SECURITY INSTRUMENT

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 / Bank] 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]

CONFIDENTIAL BUSINESS QUESTIONNAIRE

You are requested to give the particulars indicated in Part 1 and either Part 2 (a), 2(b) or 2(c) whichever applied to your type of business.

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

Part 1 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

Part 2 (b) – Partnership

Given details of partners as follows

Name	Nationality	Citizenship details	Shares
1.			
2.			
3.			
4.			

Part 2 (c) – Registered Company

Private or Public

State the nominal and issued capital of company

Nominal Kshs.

Issued Kshs.

Given details of all directors as follows

Name	Nationality	Citizenship details	Shares
1.			
2.			
3.			
4.			

Date.....Signature of Candidate.....

4 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 certain materials and spares.

Viz.....[brief description of materials and spares] and has accepted a tender by the tenderer for the supply of those materials and spares in the sum of[contract price in words and figures]

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Agreement, viz.:
 - (a) the Tender Form and the Price Schedule submitted by the tenderer;
 - (b) the Schedule of Requirements;
 - (c) the Technical Specifications;
 - (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 materials and spares 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 materials and spares 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 _____.

5. PERFORMANCE SECURITY FORM

To:

[Name of the 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 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 the 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 or sums 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 or financial institution]

_____[address]

_____ [date]

(Amend accordingly if provided by Insurance Company)

6. SELF DECLARATION THAT THE PERSON/TENDERER 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 tender 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 herein above is true to the best of my knowledge, information and belief.

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

Bidder Official Stamp

7. SELF DECLARATION THAT THE PERSON/TENDERER 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 tender title/description) for
.....(insert name of the Procuring entity) 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 corrupt practice with other
bidders participating in the subject tender
5. THAT what is deponed to herein above is true to the best of my knowledge information and
belief.

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

Bidder's Official Stamp