



NURSING COUNCIL OF KENYA
TENDER FOR PROVISION OF WIBA PLUS INSURANCE COVER FOR BOARD
MEMBERS AND STAFF

(OPEN TO BROKERAGE INSURANCE SERVICES ONLY)

TENDER NO. NCK / WIBA/ 05/2025

CLOSING Thursday 22nd May 2025 at 10:00AM

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

TENDER NO. - NCK/WIBA/05/2025 PROVISION OF WIBA PLUS INSURANCE COVER FOR BOARD MEMBERS AND STAFF.

The Nursing Council of Kenya (NCK) also referred to as Procuring Entity invites sealed tenders from eligible candidates for the Provision of WIBA PLUS Insurance Cover for Board Members and Staff. The contract will be for a period of one years' subject to annual Satisfactory Performance review.

The document may be viewed and downloaded from both public procurement information portal(ppip) and the Nursing Council of Kenya's website:
www.nckkenya.go.ke or www.tenders.go.ke for free.

Prices quoted should be net inclusive of all taxes, must be in Kenya Shillings and the tender validity should be **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 **Thursday 22nd May 2025**

Tenders must be accompanied by a Tender Security of Kshs. 100,000 valid for 120 days in form of a guarantee from a reputable bank or an insurance company payable to The Registrar/CEO, 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

THE REGISTRAR/CEO
NURSING COUNCIL OF KENYA

SECTION II - INSTRUCTIONS TO TENDERERS

2.1. Eligible Tenderers

- 2.1.1 This Invitation for Tenders is open to all tenderers eligible as described in the Appendix to Instructions to Tenderers. Successful tenderers shall provide the services for the stipulated duration from the date of commencement (hereinafter referred to as the term) specified in the tender documents.
- 2.1.2 NCK employees, their relatives (spouse and children) are not eligible to participate in the tender unless where specially allowed under section 131 of the Act.
- 2.1.3 Tenderers involved in the corrupt or fraudulent practices or debarred from participating in public procurement shall not be eligible.

2.2 Cost of Tendering

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

2.3 Contents of Tender Document

- 2.3.1 The tender documents comprise the documents listed below and addenda issued in accordance with clause 2.5 of these instructions to tenderers.
 - (i) Instructions to Tenderers
 - (ii) General Conditions of Contract
 - (iii) Special Conditions of Contract
 - (iv) Schedule of Requirements
 - (v) Details of WIBA Plus tender
 - (vi) Form of Tender
 - (vii) Price Schedules
 - (viii) Contract Form
 - (ix) Confidential Business Questionnaire Form

- (xii) Tenderer's Company's Authorization Form
- (xiii) Declaration Form
- (xiv) Request for Review Form

- 2.3.2 The Tenderer is expected to examine all instructions, forms, terms and specification in the tender documents. Failure to furnish all information required by the tender documents or to submit a tender not substantially responsive to the tender documents in every respect will be at the tenderers risk and may result in the rejection of its tender.

2.4 Clarification of Tender Documents

- 2.4.1 A Candidate making inquiries of the tender documents may notify the NCK by post or by email at the NCK's address indicated in the Invitation for tenders. The NCK will respond in writing to any request for clarification of the tender documents, which it receives not later than seven (7) days prior to the deadline for the submission of the tenders, prescribed by the NCK. Written copies of the Procuring entities response (including an explanation of the query but without identifying the source of inquiry) will be sent to all candidates who have received the tender documents.
- 2.4.2 The 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 Tender Documents

- 2.5.1 At any time prior to the deadline for submission of tenders, The 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, 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, the NCK, 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 the 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

- 2.7.1 The tender prepared by the tenderer shall comprise the following components:

- (a) A Tender Form and a Price Schedule completed as attached in this document
- (b) Documentary evidence establishing that the tenderer is eligible to tender and is qualified to perform the contract if its tender is accepted;
- (c) Declaration Form.

2.8. Form of Tender

- 2.8.1 The tenderer shall complete the Tender Form and the Price Schedule furnished in the tender documents, indicating the services to be provided.

2.9. Tender Prices

- 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 The tenderer shall furnish, as part of its tender, documents establishing the tenderers eligibility to tender and its qualifications to perform the contract if it's tender is accepted.
- 2.11.2 The documentary evidence of the tenderer's qualifications to perform the contract if its tender is accepted shall establish to the NCK's satisfaction that the tenderer has the financial and technical capability necessary to perform the contract.

2.12.

2.13. Validity of Tenders

2.13.1.1 Tenders shall remain valid for 120 days after date of tender opening. A tender valid for a shorter period shall be rejected by the NCK as non-responsive.

2.13.1.2

2.14. Format and Signing of Tenders

- 2.14.1 The tenderer shall prepare **one (1)** original and **one (1)** copy of both technical and financial tenders, clearly marking each “ORIGINAL TENDER” and “COPY OF TENDER,” as appropriate. The technical and financial proposals shall be submitted in separate **SEALED** envelopes. In the event of any discrepancy between the original and copy, the original shall govern.
- 2.14.2 The original and all copies of the tender shall be typed or written in indelible ink and shall be signed by the tenderer or a person or persons duly authorized to bind the tenderer to the contract. All pages of the tender, except for un-amended printed literature, shall be initialed by the person or persons signing the tender.
- 2.14.3 The tender shall have no interlineations, erasures, or overwriting except as necessary to correct errors made by the tenderer, in which case such corrections shall be initialed by the person or persons signing the tender.

2.15 Sealing and Marking of Tenders

- 2.15.1 The tenderer shall seal the original and the copy of the both technical and financial tenders in separate envelopes, duly marking the envelopes as “ORIGINAL TENDER” and “COPY OF TENDER”. The envelopes shall then be sealed in an outer envelope.
- 2.15.2 The inner and outer envelopes shall:
- (a) Be addressed to the NCK at the address given in the Invitation to Tender.
Bear tender number and tenderer’s name in the invitation to tender and the words, “DO NOT OPEN BEFORE **Thursday 22nd May 2025 at 10:00 am**
- 2.15.3 The inner envelopes shall also indicate the name and address of the tenderer to enable the tender to be returned unopened in case it is declared “late”. The inner envelopes shall also be marked; Financial tender’ or ‘Technical tenders’.
- 2.15.4 If the outer envelope is not sealed and marked as required, the NCK will assume no responsibility for the tender’s misplacement or premature opening.

2.16. Deadline for Submission of Tenders

Tenders must be received by the NCK at the address specified in this document not later than **Thursday 22nd MAY, 2025 at 10:00 am**

- 2.16.1 The NCK may, at its discretion, extend this deadline for the submission of tenders by amending the tender documents in which case all rights and obligations of the NCK and candidates previously subject to the deadline will thereafter be subject to the deadline as extended.
- 2.16.2 Bulky tenders which will not fit the tender box shall be received by the 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 tenders, is received by the NCK prior to the deadline prescribed for submission of tenders.
- 2.17.2 The tenderer's modification or withdrawal notice shall be prepared, sealed, marked and dispatched in accordance with the provisions of paragraph 2.15. a withdrawal notice may also be sent by fax or email but followed by a signed confirmation copy, postmarked not later than the deadline for submission of tenders.
- 2.17.3 No tender may be modified after the deadline for submission of tenders.
- 2.17.4 No tender may be withdrawn in the interval between the deadline for submission of tenders and the expiration of the period of tender validity. Withdrawal of a tender during this interval may result in the Tenderer's forfeiture of its tender security.

2.18. Opening of Tenders

The NCK will open all tenders in the presence of tenderers' representatives who choose to attend, on **Friday 16th May 2025 at 10:am** and in the location specified in the invitation for tenders. The tenderers' representatives who are present shall sign a register evidencing their attendance

- 2.18.1 The tenderers' names, tender modifications or withdrawals, tender prices, discounts, and the presence or absence of requisite tender security and such other details as the NCK, at its discretion, may consider appropriate, will be announced at the opening.
- 2.18.2 The NCK 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 The 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 of the tender shall be sought, offered, or permitted.

2.19.2 Any effort by the tenderer to influence the NCK in the 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 The NCK will examine the tenders to determine whether they are complete, whether any computational errors have been made, whether required sureties have been furnished, whether the documents have been properly signed, and whether the tenders are generally in order.

2.20.2 Arithmetical errors will not be rectified.

2.20.3 The NCK may waive any minor informality or non-conformity or irregularity in a tender which does not constitute a material deviation provided such waiver does not prejudice or affect the relative ranking of any tenderer.

2.20.4 Prior to the detailed evaluation, pursuant to paragraph 2.20, the 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 the 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 the NCK and may not subsequently be made responsive by the tenderer by correction of the nonconformity.

2.21. Conversion to single currency

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

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

2.23. Contacting the NCK

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

2.24 Post-qualification

- 2.24.1 The Procuring entity will verify and determine to its satisfaction whether the tenderer that is selected as having submitted the lowest evaluated responsive tender is qualified to perform the contract satisfactorily.
- 2.24.2 The determination will take into account the tenderer financial and technical capabilities. It will be based upon an examination of the documentary evidence of the tenderers qualifications submitted by the tenderer, as well as such other information as the 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 the NCK will proceed to the next lowest evaluated tender to make a similar determination of that Tenderer's capabilities to perform satisfactorily.

2.25 Award Criteria

- 2.25.1 Subject to paragraph 2.29 The 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 and the pricing is within the prevailing market rates.
- 2.25.2 To qualify for contract awards, the tenderer shall have the following:-
- (a) Necessary qualifications, capability, experience, services, equipment and facilities to provide what is being procured.
 - (b) Legal capacity to enter into a contract for procurement
 - (c) Shall not be insolvent, in receivership, bankrupt or in the process of being wound up and is not the subject of legal proceedings relating to the foregoing.
 - (d) Shall not be debarred from participating in public procurement.

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

- 2.26.1 The 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 the NCK's action. If the NCK determines that none of the tenders is responsive, the NCK shall notify each tenderer who submitted a tender.
- 2.26.2 The 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.

- 2.26.3 A tenderer who gives false information in the tender document about his qualification or who refuses to enter into a contract after notification of contract award shall be considered for debarment from participating in future public procurement.

2.27 Notification of Award

- 2.27.1 Prior to the expiration of the period of tender validity, the NCK 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 NCK 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 The NCK 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 the NCK notifies the successful tenderer that its tender has been accepted, the NCK 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 the NCK.
- 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

2.30 Corrupt or Fraudulent Practices

- 2.30.1 The 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.
- 2.30.2 The 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

- 2.30.3 Further a tenderer who is found to have indulged in corrupt or fraudulent practices risks being debarred from participating in public Procurement in Kenya.

Appendix to instructions to Tenderers

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.

DETAILS OF THE QUOTATION

The Nursing Council of Kenya (NCK) is a State Corporation tasked with regulating standards in nursing and midwifery education and practice. For the period 2025/2026, NCK intends to provide comprehensive insurance coverage for its 54 staff members and **nine (9)**, in line with the Work Injury Benefits Act (WIBA) 2007. The total gross salary for the staff is Ksh. **6,920,164.00**, with an annual income of **Ksh. 83,041,968.00**. The coverage will include:

Work-Related Injury and Occupational Disease Coverage: The insurance will cover employees for injuries and diseases sustained while performing their work or related duties.

1. **Death due to Accident:** In the event of death due to an accident, the compensation will be based on the employee's gross salary multiplied by 8 years.
2. **Permanent Disablement:** Compensation for permanent disability will be calculated at 8 years of the employee's gross salary.
3. **Temporary Total Disability (TTD):** Coverage for temporary total disability will be provided as per the terms of the policy.

Duration of Coverage:

The insurance cover shall be valid for a duration of one year, starting from the effective date of the contract (2025/2026).

(2.0) CRITERIA OF EVALUATION

The method of evaluation will be Merit Point System

The evaluation criteria will be applied as indicated here below: -

	MANDATORY REQUIREMENTS	PRESENT/ ABSENT
1	Certificate of Incorporation/Registration	
2	Duly filled signed and stamped Confidential Business Questionnaire and self-declaration form.	
3	Copy of Valid Tax Compliance Certificate from KRA	
4	Certified copy of AKI membership for the current year	
5	Certified copy of registration certificate from IRA	
6	A valid business permit	
7	Submit copies of audited accounts for the latest two (2) financial years (2022,2023)	
8	Duly filled, signed and stamped Anti-Corruption Declaration form.	
9	Must have been in existence for the last 3 years providing WIBA PLUS	
10	Submit “ONE” original and “ONE” copy of both technical and financial proposals in separate SEALED envelopes.	
11	Tender document MUST be sequentially serialized by the tenderer and book blinded	

	DETAILS	TECHNICAL REQUIREMENT	MAXIMUM SCORE
1	Specific experience of the bidder related to the assignment Group life and WIBA plus (GPA) insurance indicating the clients served and the account value for the contract	Provide references containing period, volume of business, discharge and recommendations	25Mks
2.	Provide a detailed Company profile showing the qualifications and years of experience of the team management in group personal accident, group life and WIBA plus.	<ul style="list-style-type: none"> • Company profile • CV • Experience 	15 MKS
3.	Provide suitability of the proposed Scheme , including extensiveness of the cover, flexibility and convenience	<ul style="list-style-type: none"> • Provide the methodology and the scope of the cover 	20 MKS
4.	Case management	<ul style="list-style-type: none"> • Provide the policy on case management • Provide actual turn-around time for settling claims 	20 MKS
5.	Financial capacity	Provide audited accounts for the last three years (2021, 2022, 2023)	20 MKS
	Total Score		100 %

PLEASE NOTE:

To qualify for financial evaluation a bidder must score a minimum of 70 Marks

Financial Evaluation (20 Marks)

The financial score of 20 will be allotted to the lowest bidders.

The formulae for determining the Financial Score (Sf) shall be as follows:-

$S_f = 100 \times \frac{F_m}{F}$ where Sf is the financial score; Fm is the lowest priced financial proposal and F is the price of the proposal under consideration. Proposals will be ranked according to their combined technical (St) and financial (Sf) scores using the weights (T=the weight given to the Technical Proposal; P = the weight given to the Financial Proposal; $T + p = 1$) indicated in the Appendix. The combined technical and financial score, S, is calculated as follows:- $S = S_t \times T\% + S_f \times P\%$. The firm achieving the highest combined

technical and financial score will be invited for negotiations. The weight for the Technical Score (T) is 80% and The Financial Score (P) is 20%

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 NCK 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 NCK under the Contract.
- (d) “The NCK” means the organization procuring the services under this Contract
- (e) “The Service provider” means the organization or firm providing the services under this Contract.
- (f) “GENERAL CONDITIONS OF CONTRACT” means the General Conditions of Contract contained in this section.
- (g) “SCC” means the Special Conditions of Contract
- (h) “Day” means calendar day

3.2. Application

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

3.3. Standards

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

3.4. Use of Contract Documents and Information

- 3.4.1 The Service provider shall not, without the NCK's prior written consent, disclose the Contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the NCK in connection therewith, to any person other than a person employed by the service provider in the performance of the Contract.
- 3.4.2 The Service provider shall not, without the NCK's prior written consent, make use of any document or information enumerated in this tender.
- 3.4.3 Any document, other than the Contract itself, shall remain the property of the NCK and shall be returned (all copies) to the NCK on completion of the contracts or performance under the Contract if so, required by the NCK.

3.5. Patent Rights

- 3.5.1 The Service provider shall indemnify the NCK 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

3.7. Delivery of services and Documents

- 3.7.1 Delivery of the services shall be made by the Service provider in accordance with the terms specified by the NCK in the schedule of requirements and the special conditions of contract

3.8. Payment

- 3.8.1 The method and conditions of payment to be made to the service provider under this Contract shall be specified in the Special Conditions of Contract
- 3.8.2 Payment shall be made promptly by the NCK, but in no case later than sixty (60) days after submission of an invoice or claim by the service provider

3.9. Prices

- 3.9.1 Prices charges by the service provider for Services performed under the Contract shall not, with the exception of any price adjustments authorized in SCC vary from the prices quoted by the tenderer in its tender or in the NCK's request for tender validity extension the case may be. No variation in or modification to the terms of the contract shall be made except by written amendments signed by the parties.
- 3.9.2 Contract price variations shall not be allowed for contracts not exceeding one year (12 months)

- 3.9.3 Where contract price variation is allowed the variation shall not exceed 10% of the original contract price
- 3.9.4 Price variation requests shall be processed by the NCK within 30 days of receiving the request.

3.10. Assignment

- 3.10.1 The Service provider shall not assign, in whole or in part, its obligations to perform under this Contract, except with the NCK's prior written consent.

3.11. Termination for Default

- 3.11.1 The NCK may, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the Service provider terminate this Contract in whole or in part:

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

- 3.11.2 In the event the NCK 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 Service provider shall be liable to the NCK for any excess costs for such similar services. However, the service provider shall continue performance of the contract to extent not terminated.

3.12. Termination for Insolvency

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

3.13. Termination for Convenience

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

3.14 Resolution of Disputes

- 3.14.1 The NCK and the service provider shall make every effort to resolve amicably by direct informal negotiations and disagreement or disputes arising between them under or in connection with the contract
- 3.14.2 If after thirty (30) days from the commencement of such informal negotiations both parties have been unable to resolve amicably a contract dispute either party may require that the dispute be referred for resolution to the formal mechanisms specified in the Special Conditions of contract.

3.15. Governing Language

- 3.15.1 The contract shall be written in the English language. All correspondence and other documents pertaining to the contract, which are exchanged by the parties, shall be written in the same language.

3.16. Applicable Law

- 3.16.1 The contract shall be interpreted in accordance with the laws of Kenya unless otherwise expressly specified in the Special conditions of contract.

3.17 Force Majeure

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

3.18 Notices

- 3.1.1 Any notices given by one party to the other pursuant to this contract shall be sent to the other party by post or by Fax or Email and confirmed in writing to the other party's address specified in the Special conditions of contract.
- 3.1.2 A notice shall be effective when delivered or on the notices effective date, whichever is later.

SECTION IV – SPECIAL CONDITIONS OF CONTRACT

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

Special conditions of contract shall supplement the general conditions of contract, wherever there is a conflict between the general conditions of contract and the Special conditions of contract, the provisions of the Special conditions of contract herein shall prevail over those in the general conditions of contract.

Reference of general conditions of contract	Special condition of contract
Tender Security	Ksh. 100,000
Performance Security	Not Applicable
Delivery of Services	The insurance firm shall be required to confirm cover before the commencement date by delivering Policy Document and insurance certificates where applicable. The policy document shall be prepared and delivered within 30 days from the award notification date. The Contract is for a period of 12months
Payment	30 days after receipt of Invoice and Debit Notes

Resolution of Disputes	In case of a dispute between the service provider and the employer, the same shall be resolved amicably between the parties in the first instance failure to which the dispute shall be referred for arbitration as per provisions of the Arbitration Act of 1995 before a single arbitrator to be agreed on by the parties and in failure of such an agreement by the Chairperson for the time being of the chartered institute of Arbitrators Kenya branch and any award given shall be final
Applicable law	The Laws of Kenya/ The Insurance Act Cap 487
Notices	The Registrar /C E O Nursing Council of Kenya P.O. Box 20056 00200 Nairobi

SECTION V - SCHEDULE OF REQUIREMENTS

SECTION VI - STANDARD FORMS

Notes on the standard Forms

1. **Form of TENDER** - The form of Tender must be completed by the tenderer and submitted with the tender documents. It must also be duly signed and stamped by an authorized representative of the tenderer.
2. **Price Schedule Form** - The price schedule form must similarly be completed and submitted with the tender.
3. **Contract Form** - The contract form shall not be completed by the tenderer at the time of submitting the tender. The contract form shall be completed after contract award and should incorporate the accepted contract price.
4. **Confidential Business Questionnaire Form** - This form must be completed by the tenderer and submitted with the tender documents.
5. **Tender Security Form** - When required by the tender document the tenderer shall provide the tender security either in the form included hereinafter or in another format acceptable to the NCK.

6. **Performance security Form** - The performance security form should not be completed by the tenderer at the time of tender preparation. Only the successful tenderer will be required to provide performance security in the form provided herein or in another form acceptable to THE NCK.

FORM OF TENDER

The Registrar /C E O
Nursing Council of Kenya
P.O. Box 20056 00200
Nairobi

Date

The

Tender No. **NCK / WIBA /05 / 2025**

Tender Name; **Provision of** WIBA Plus Insurance

Gentlemen and/or Ladies:-

1. ~~Having examined the Tender documents including Addenda No. (Insert numbers)~~
the receipt of which is hereby duly acknowledged, we the undersigned, offer to provide:
WIBA Plus Insurance under this tenderin conformity with the said Tender
document for the sum of
..... [Total
Tender amount in words and figures]

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

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

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

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

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

Dated this _____ day of _____ 2025

[Signature]

[In the capacity of]

Duly authorized to sign tender for and on behalf of

PRICE SCHEDULE FORM

NURSING COUNCIL OF KENYA

PREMIUM SUMMARY FOR WIBA PLUS COVER

Cover Type	Total Premium
WIBA Plus	

We undertake, if our tender is accepted, to place/ provide WIBA Plus insurance in accordance with the schedule rates and delivery dates specified herein above.

Name

Name of signatory:

..... In the capacity

of:..... Authorized

Signature:.....

Company Rubber Stamp/Seal.....

THIS AGREEMENT made the day of 20 between Nursing Council of Kenya (hereinafter called The NCK) of the one part and
[name of tenderer] of [city and country of
tenderer] (hereinafter called “the
tenderer”) of the other part:

NOW THIS AGREEMENT WITNESSTH AS FOLLOWS:-

- Agreement,

viz: The Tender Form and the Price Schedule submitted by the
(a) tenderer; The Schedule of Requirements
(b) The Details of cover
(c) The General Conditions of Contract
(d) The Special Conditions of Contract; and
(e) The NCK's Notification of Award

3. In consideration of the payments to be made by The NCK to the tenderer as hereinafter mentioned, the tenderer hereby covenants with The NCK to provide the **WIBA Plus insurance** and to remedy defects therein in conformity in all respects with the provisions of the Contract.

4. The NCK 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 NCK)

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

CONFIDENTIAL BUSINESS QUESTIONNAIRE

You are requested to give the particular indicated in Part 1 and either Part 2(a), 2(b), or 2 (c) Whichever applies to your type of business

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

Party 2(b) – Partnership

Give details of partners as follows

	Name	Nationality	Citizenship Details	Shares
1.	2.
.....	3.
.....	4.
.....	5.
.....	

Part 2(c) Registered Company: Private or public
 State the nominal and issued capital of the company –
 Nominal Kshs..
 Issued
 Kshs.....

Give details of all directors as follows

	Name	Nationality	Citizenship Details	Shares
1.
.....	2.
.....	3.
.....	4.
.....	5.
.....

Date..... Signature of Tenderer

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

SELF-DECLARATION FORM

Date _____

To:

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

The tenderer i.e. (name and address) _____

_____ declare the following:

- a) Has not been debarred from participating in public procurement.
- b) Has not been involved in and will not be involved in corrupt and fraudulent practices regarding public procurement.

Name.....

Title.....

Signature.....

Date.....

Official Stamp.....

(To be signed by authorized representative and officially stamped)

ANTI-CORRUPTION DECLARATION COMMITMENT/ PLEDGE

(Sections 62 of the PPDA, 2015)

I/We/Messrs.....

of Street, Building, P O Box.....

.....

Contact/Phone/E mail.....

declare that Public Procurement is based on a free and fair competitive Tendering process which should not be open to abuse.

I/We

declare that I/We will not offer or facilitate, directly or indirectly, any inducement or reward to any public officer, their relations or business associates, in connection with

Tender/Tender No

for or in the subsequent performance of the contract if I/We am/are successful.

Authorized Signature.....

Name of Signatory.....

Title of Signatory

Official Stamp.....

LETTER OF NOTIFICATION OF AWARD

Address of Procuring Entity

To:_____

RE: Tender No._____

Tender Name_____

This is to notify that the contract/s stated below under the above mentioned tender have been awarded to you.

1. Please acknowledge receipt of this letter of notification signifying your acceptance.
2. The contract/contracts shall be signed by the parties within 30 days of the date of this letter but not earlier than 14 days from the date of the letter.
3. You may contact the officer(s) whose particulars appear below on the subject matter of this letter of notification of award.

(FULL PARTICULARS)_____

SIGNED FOR ACCOUNTING OFFICER

PROFESSIONAL QUALIFICATIONS

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

Signature

Executive Officer/Principal Office

Chief

Date

CLIENT REFERENCE FORM

Name of Insurance company.....

Name and address of Insured (Client).....

.....

Insurance Policies handled

Class of Insurance	Period of Cover

Performance Evaluation

(The insured to indicate client rating by ticking the appropriate box)

How do you rate the performance of the insurance company as per their responsiveness to the following:-	Excellent	Good	Average	Poor
1. Claims handling				
2. Underwriting responsiveness				
3. General customer care				

Name of authorized signatory.....

Title.....

Signature.....

Date.....

Official stamp of the Insured.....

Telephone contacts:-.....

TENDER SECURITY FORM

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

KNOW ALL PEOPLE by these presents that
WE..... of.....

having our registered office at (Hereinafter called “the Bank”), are
bound unto **Nursing Council of Kenya** (hereinafter called “the Procuring entity”)
in the sum of

For which payment well and truly to be made to the said Procuring entity, the Bank binds itself,
its successors, and assigns by these presents. Sealed with the Common Seal of the said

Bank this ____ day of _____ 20 ____.

THE CONDITIONS of this obligation are:

1. If the tenderer withdraws its Tender during the period of tender validity specified by the tenderer on the Tender Form; or
2. If the tenderer, having been notified of the acceptance of its Tender by the Procuring entity during the period of tender validity:

(a) fails or refuses to execute the Contract Form, if required; or

(b) fails or refuses to furnish the performance security, in accordance with the Instructions to 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 Bank not later than the above date.

—
[signature of the bank]

PERFORMANCE SECURITY FORM

To:

[Name of procuring
entity]

WHEREAS [Name of tenderer]

(Hereinafter called “the tenderer”) has undertaken, in pursuance of Contract No. _____

[Reference number of the contract] dated _____ 20 _____ to
supply

.....

[Description of insurance services] (Hereinafter called “the Contract”)

AND WHEREAS it has been stipulated by you in the said Contract that the tenderer shall furnish you with a bank guarantee by a reputable bank for a sum specified therein as security for compliance with the Tenderer’s performance obligations in accordance with the Contract

AND WHEREAS we have agreed to give the tenderer a guarantee:

THEREFORE WE hereby affirm that we are Guarantors and responsible to you, on behalf of the tenderer, up to a total of

[amount of the guarantee in words and figures], and we undertake to pay you, upon your first written demand declaring the tenderer to be in default under the Contract and without cavil or argument, any sum of money within the limits of [Amount of guarantee] as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

This guarantee is valid until the _____ day of _____ 20 _____

Signature and seal of the Guarantors

[Name of bank of financial institution]

[Address]

[Date]

(Amend accordingly if provided by Insurance Company)



Nursing Council of Kenya

PO BOX 20056N – 00200

Nairobi

TENDER FOR PROVISION OF WIBA PLUS INSURANCE

The Nursing Council of Kenya (NCK) is a State Corporation tasked with regulating standards in nursing and midwifery education and practice.

Tender for provision of WIBA Plus Insurance TENDER **NO. NCK / WIBA /05 / 2025**

The deadline for submission is **Thursday 22nd May, 2025 at 10:00 a.m.**

Chief Executive Officer