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Tender Document For the Provision of Comprehensive Medical cover for staff

Tender Number: PSASB/ONT /1/2024 -2025

Tender Notice Date: Thursday, February 27, 2025

**Tender Closing Date: Friday, March 14, 2025 Time: -
12.00 Noon**

INVITATION FOR TENDERS

OPEN NATIONAL TENDER

1. The Public Sector Accounting Standards (PSASB) has set aside funds for use in the procurement of medical insurance services during the Financial Years 2024/2025-2025/2026 to cover eligible payments under the contract for the **Provision of Comprehensive Medical Insurance Cover for PSASB staff** as follows:

Tender No.	Description
PSASB/ONT/1/2024-2025	Provision of Medical Insurance Covers for Two years

2. PSASB now invites sealed bids from eligible Insurance Service Providers for the Provision of various insurance cover by underwriters and brokers for two years.
3. Bidding will be conducted through the procedures specified in the Public Procurement and Asset Disposal Act (PPADA) 2015(Revised 2022) and the Public Procurement and Asset Disposal Regulations (PPADR) 2020 and is open to all bidders authorized to provide Medical Insurance services in Kenya and appearing on the IRA list of Medical Cover service providers.
4. **MANDATORY REQUIREMENTS**
Bidders MUST provide the following information and provide copies of documents to support the information given:
 - a) Certificate of Incorporation/Registration license from IRA 2024
 - b) Signed declaration that the firm.
 - Is not precluded from entering into the contract with PSASB.
 - Is not debarred from participating in procurement proceedings in Kenya.
 - Has not been convicted of corrupt or fraudulent practices.
 - c) Must be a member of Association of Kenya Insurers (AKI) 2024).
 - d) Valid Tax Compliance Certificate.
 - e) Form of Tender duly filled and signed.
 - f) Confidential Business Questionnaire duly filled and signed.
 - g) Bidders must fill in the bidders' declaration and integrity part.
 - h) Provide at least 3 Clients supplied with Similar Services of equivalent value/ attach LPO or award letter.
 - i) Statutory Declaration that the tenderer
 - Is not any serious violation of fair employment laws and practices.
 - Has not failed to settle any claims in the past three years.
 - Does not have a history of court/arbitral award decisions against the tender.
 - j) Have a record of timely and satisfactory performance with their insured.
 - k) Bidders to paginate the Tender document from cover to cover.
 - l) Provide Beneficial Ownership Information

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5. Interested eligible Bidders may obtain further information and inspect the **Tender Documents** at the Procurement office situated at:

**CPA Centre, Thika Road at Ruaraka
P.O Box 38831-00100, Nairobi,
Tel No: +254 -020-2511557/0757924842
Email: procurement@psasb.go.ke**

6. On normal working days on Monday to Friday between 0900hrs and 1600hrs except on Public Holidays or download from the PPIP Portal: www.tenders.go.ke or PSASB website www.psasb.go.ke.
7. Documents downloaded are free of charge and bidders are advised to register at the Procurement Office or via email at procurement@psasb.go.ke. (Refer to registration form in the tender document).
8. The documents shall be **serialized/paginated**, in PDF format and clearly marked with the Tender Number and description and accompanied by a Bid security of an amount of **KES 200,000.00 (Kenya Shillings Two hundred Thousand Only)** or equivalent in a freely convertible currency in the form of cash, a bank guarantee, a guarantee by an insurance company registered and licensed by the Insurance Regulatory Authority and listed by the Public Procurement Regulatory Authority.
9. Tenders will be opened promptly in public on **Friday, March 14, 2025**, in the presence of Bidders and/ or representatives who choose to attend the opening at PSASB Boardroom at 12.00 Noon Local time.

**CPA Georgina Muchai
Chief Executive Officer
Public Sector Accounting Standards Board**

REGISTRATION FORM FOR ONLINE BIDDERS

Tender Number: PSASB/ONT/1/2024- 2025 for Provision of various insurance cover by underwriters and brokers for two years.

NOTE: Bidders Must provide details below for communication purposes in case they download this tender document from the Public Procurement Information Portal (PIIP) or the PSASB website.

Name of the firm: _____

Postal Address: _____

Telephone Contacts: _____

Company email address: _____

Contact Person: _____

Once completed, please submit this form to the email below;

procurement@psasb.go.ke

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SECTION A: INSTRUCTIONS TO TENDERERS

2.1. Eligible Tenderers

2.1.1 This Invitation for Tenders is open to all eligible tenderers. Successful tenderers shall provide the services for the stipulated duration from the date of commencement (hereinafter referred to as the term) specified in the tender documents.

2.1.2 The procuring entity's employees, committee members, board members and their relatives are not eligible to participate in the tender.

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 the Procuring entity to provide consulting services for the preparation of the design, specifications, and other documents to be used for the procurement of the services under this Invitation for tenders.

2.1.4 Tenderers involved in the corrupt or fraudulent practices or debarred from participating in public procurement shall not be eligible.

2.2 Cost of Tendering

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

2.2.2 The procuring entity shall allow the tenderer to review the tender document free of charge before purchase.

2.2.3 Tenderers can download at the Public Procurement Information portal <https://ppip.go.ke>. Or PSASB website www.pasb.go.ke.

2.3 Contents of Tender Document

2.3.1 The tender documents comprise the documents listed below and any addenda issued in accordance with clause 2.5 of these instructions to tenderers.

- (i) Instructions to Tenderers
- (ii) General Conditions of Contract
- (iii) Special Conditions of Contract

-
- (iv) Schedule of Requirements
 - (v) Details of Insurance Cover
 - (vi) Form of Tender
 - (vii) Price Schedules
 - (viii) Contract Form
 - (ix) Confidential Business Questionnaire Form
 - (x) Tender security Form
 - (xi) Performance security Form
 - (xii) Insurance Company's Authorization Form
 - (xiii) Declaration Form

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

2.4 Clarification of Tender Documents

2.4.1 A Candidate making inquiries of the tender documents may notify the Procuring entity by email at the procuring entity's address indicated in the Invitation for tenders. The Procuring entity will respond in writing to any request for clarification of the tender documents, which it receives not later than three (3) days prior to the deadline for the submission of the tenders, prescribed by the procuring entity. Written copies of the Procuring entities response (including an explanation of the query but without identifying the source of inquiry) will be sent to all candidates who have received the tender documents.

2.4.2 The procuring entity shall reply to any clarifications sought by the tenderer promptly to enable the tenderer make timely submissions of its tender.

2.5 Amendment of Tender Documents

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

2.5.2 All prospective tenderers who have obtained the tender documents will be notified of the amendment by 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 Procuring entity, 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 Procuring entity shall be written in English language. Any printed literature furnished by the tenderer may be written in another language provided they are accompanied by an accurate English translation of the relevant passages in which case, for purposes of interpretation of the tender, the English translation shall govern.

2.7. Documents Comprising the Tender

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

2.7.2 A Tender Form and a Price Schedule completed in accordance with paragraph 2.8, 2.9 and 2.10 below

- (a) Documentary evidence established in accordance with paragraph 2.1.2 that the tenderer is eligible to tender and is qualified to perform the contract if its tender is accepted;
- (b) Tender security furnished in accordance with paragraph 2.12 (if applicable)
- (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 including all applicable taxes.

2.9.3 Prices quoted by the tenderer shall remain fixed during the Term of the contract unless otherwise agreed by the parties. A tender submitted with an adjustable price quotation will be treated as non-responsive and will be rejected, pursuant to paragraph 2.20.5.

2.10. Tender Currencies

2.10.1 Prices shall be quoted in any freely convertible currency.

2.11. Tenderers Eligibility and Qualifications

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

2.11.2 The documentary evidence of the tenderer's qualifications to perform the contract if its tender is accepted shall establish to the Procuring entity's satisfaction that the tenderer has the financial and technical capability necessary to perform the contract.

2.12. Tender Security

2.12.1 The tenderer shall furnish, as part of its tender, a tender security for the amount and form specified in the Appendix to Instructions to Tenderers.

2.12.2 The tender security shall be **KES.200, 000.00**.

2.12.3 The tender security is required to protect the Procuring entity against the risk of Tenderer's conduct which would warrant the security's forfeiture, pursuant to paragraph 2.12.7.

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

- a) Cash.
- b) Bank Guarantee.
- c) Insurance Company guarantee as approved by the Public Procurement Regulatory Authority (PPRA).
- d) Letter of Credit.
- e) Guarantee by a deposit taking Micro Finance Institution. (SACCO society, Youth Enterprise Development Fund or Women Enterprise Fund)

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

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

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

2.12.8 The tender security may be forfeited:

- (a) if a tenderer withdraws its tender during the period of tender validity.
- (b) in the case of a successful tenderer, if the tenderer fails:
 - (i) to sign the contract in accordance with paragraph 2.29 or
 - (ii) to furnish performance security in accordance with paragraph 2.30.

2.13. Validity of Tenders

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

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

2.13.3 The tender shall be signed by the tenderer or a person or persons duly authorized to bind the tenderer to the contract.

2.13.4 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.

2.16. Deadline for Submission of Tenders

2.16.1 Tenders must be returned not later than **12.00 Noon. on Friday, March 14, 2025.**

2.16.2 The Procuring entity may, at its discretion, extend this deadline for the submission of tenders by amending the tender documents in accordance

with paragraph 2.5.3 in which case all rights and obligations of the Procuring entity and candidates previously subject to the deadline will thereafter be subject to the deadline as extended.

2.17. Modification and Withdrawal of Tenders

2.17.1 The tenderer may modify or withdraw its tender after the tender's submission, prior to the deadline prescribed for submission of tender.

2.17.2 No tender may be modified after the deadline for submission of tenders.

2.17.3 No tender may be withdrawn in the interval between the deadlines for submission of tenders and the expiration of the period of tender validity. Withdrawal of a tender during this interval may result in the tenderer's forfeiture of its tender security, pursuant to paragraph 2.12.7.

2.18. Opening of Tenders

2.18.1 The Procuring entity will open all tenders in the presence of tenderers' representatives who choose to attend at **12:00 Noon on Friday, March 14th, 2025**, at the **PSASB Tender Opening Boardroom, CPA Centre, 8th Floor, Thika Road, Ruaraka, Nairobi**.

2.18.2 The tenderers' representatives who are present shall sign a register evidencing their attendance.

2.18.3 The tenderers' tender security and such other details as the Procuring entity, at its discretion, may consider appropriate, will be announced at the opening.

2.18.4 The Procuring entity will prepare minutes of the tender opening.

2.19 Clarification of Tenders

2.19.1 To assist in the examination, evaluation and comparison of tenders the Procuring entity may, at its discretion, ask the tenderer for a clarification of its tender. The request for clarification and the response shall be in writing, and no change in the prices or substance of the tender shall be sought, offered, or permitted.

2.19.2 Any effort by the tenderer to influence the Procuring entity in the Procuring entity's tender evaluation, tender comparison or contract award decisions may result in the rejection of the tenderers' tender.

2.20 Preliminary Examination and Responsiveness

2.20.1 The Procuring entity will examine the tenders to determine whether they are complete, whether required sureties have been furnished, whether the documents have been properly signed, and whether the tenders are generally in order.

2.20.2 The tender sum as submitted during the tender opening shall be absolute and final and shall not be the subject of correction, adjustment or amendment in any way by any person or entity. If there is a discrepancy between words and figures, the amount in words will prevail.

2.20.3 The Procuring entity 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 2.20, the Procuring entity will determine the substantial responsiveness of each tender to the tender documents. For purposes of these paragraphs, a substantially responsive tender is one which conforms to all the terms and conditions of the tender documents without material deviations the Procuring entity's determination of a tender's responsiveness is to be based on the contents of the tender itself without recourse to extrinsic evidence.

2.20.5 If a tender is not substantially responsive, it will be rejected by the procuring entity and may not subsequently be made responsive by the tenderer by correction of the nonconformity.

2.21. Conversion to single currency

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

2.22.2 The Procuring entity's evaluation of a tender will take into account, in addition to the tender price, the criteria in Section I.

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

2.23. Contacting the Procuring entity

2.23.1 Subject to paragraph 2.19 no tenderer shall contact the Procuring entity

on any matter relating to its tender, from the time of the tender opening to the time the contract is awarded.

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

2.24 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 tenderer's qualifications submitted by the tenderer, pursuant to paragraph 1.11.2, as well as such other information as the Procuring entity 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 Procuring entity 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 Procuring entity will award the contract to the successful tenderer whose tender has been determined to be substantially responsive and has been determined to be the lowest evaluated tender, provided further that the tenderer is determined to be qualified to perform the contract satisfactorily.

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

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

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

2.26.1 The Procuring entity reserves the right to accept or reject any tender,

and to annul the tendering process and reject all tenders at any time prior to contract award, without thereby incurring any liability to the affected tenderer or tenderers or any obligation to inform the affected tenderer or tenderers of the grounds for the Procuring entity's action.

If the Procuring entity determines that none of the tenders is responsive, the Procuring entity shall notify each tenderer who submitted a tender.

2.26.2 The procuring entity shall give prompt notice of the termination to the tenderers and on request give its reasons for termination within 14 days of receiving the request from any tenderer.

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

2.27 Notification of Award

2.27.1 Prior to the expiration of the period of tender validity, the Procuring entity 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 procuring entity 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 Procuring entity will promptly notify each unsuccessful Tenderer and will discharge its tender security, pursuant to paragraph 1.12

2.28 Signing of Contract

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

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

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 21 days from the date of notification of contract award unless there is an administrative review request.

2.29 Performance Security

2.29.1 The successful tenderer shall furnish the performance security in accordance with the Conditions of Contract, in a form acceptable to the Procuring entity.

2.29.2 Failure by the successful tenderer to comply with the requirement of paragraph or paragraph 2.30.1 shall constitute sufficient grounds for the annulment of the award and forfeiture of the tender security, in which event the Procuring entity may make the award to the next lowest evaluated tender or call for new tenders.

2.30 Corrupt Fraudulent Practices

2.30.1 The Procuring entity requires that tenderers observe the highest standard of ethics during the procurement process and execution of contracts. In pursuance of this policy, the Procuring entity: -

- (a) defines, for the purposes of this provision, the terms set forth below as follows:
 - (i). "corrupt practice" means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution; and
 - (ii). "fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Procuring entity, and includes collusive practice among tenderer (prior to or after tender submission) designed to establish tender prices at artificial non-competitive levels and to deprive the Procuring entity of the benefits of free and open competition;
- (b) 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;
- (c) will declare a firm ineligible, either indefinitely or for a stated period

of time, to be awarded any contract if it at any time determines that the firm has engaged in corrupt or fraudulent practices in competing for, or in executing, a contract

2.30.2 Furthermore, tenderers shall be aware of the provision stated in the General Conditions of Contract.

SECTION B: GENERAL CONDITIONS OF CONTRACT

1. Definitions

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

- (a) "The Contract" means the agreement entered into between the Procuring entity and the tenderer, as recorded in the Contract Form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
- (b) "The Contract Price" means the price payable to the tenderer under the Contract for the full and proper performance of its contractual obligations.
- (c) "The services" means services to be provided by the tenderer to the Procuring entity under the Contract.
- (d) "The Procuring entity" means the organization sourcing for the services under this Contract, in this case Public Sector Accounting Standards Board (PSASB).
- (e) "The tenderer" means the individual or firm providing the services under this Contract.

2. Application

2.1 These General Conditions shall apply in all Contracts made by the Procuring entity for the procurement of services.

4. Standards

4.1 The services provided under this Contract shall conform to the standards mentioned in the Technical Specifications.

5. Use of Contract Documents and Information

5.1 The Candidate shall not, without the Procuring entity's prior written consent, disclose the Contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the Procuring entity in connection therewith, to any person other than a person employed by the tenderer in the performance of the Contract.

5.2 The tenderer shall not, without the Procuring entity's prior written

consent, make use of any document or information enumerated in paragraph 5.1 above.

- 5.3 Any document, other than the Contract itself, enumerated in paragraph 5.1 shall remain the property of the Procuring entity and shall be returned (all copies) to the Procuring entity on completion of the Tenderer's performance under the Contract if so required by the Procuring entity.

6. Performance Security

- 6.1 Within twenty-one (21) days of receipt of the notification of Contract award, the successful tenderer shall furnish to the Procuring entity the performance security in the amount specified in Special Conditions of Contract.
- 6.2 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.
- 6.3 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 bank guarantee or an irrevocable letter of credit issued by a reputable bank located in Kenya acceptable to the Procuring entity, in the form provided in the tender documents.
- 6.4 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 obligations under the Contract, including any warranty obligations, under the Contract.

7. Payment

- The method and conditions of payment to be made to the tenderer under this Contract shall be specified in Special Conditions of Contract.
- Payments shall be made promptly by the Procuring entity as specified in the contract.

8. Prices

Prices charged by the tenderer for Services performed under the

Contract shall not, with the exception of any price adjustments authorized in Special Conditions of Contract, vary from the prices by the tenderer in its tender.

9. Assignment

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.

10. Subcontracts

The tenderer shall notify the Procuring entity in writing of all subcontracts awarded under this Contract if not already specified in the tender. Such notification, in the original tender or later, shall not relieve the tenderer from any liability or obligation under the Contract.

11. Termination for Default

11.1 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 (Insurance 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 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

11.2 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.

12. Liquidated Damages

If the tenderer fails to provide any or all of the services within the period(s) specified in the contract, the procuring entity shall, without prejudice to its other remedies under the contract, deduct from the contract prices liquidated damages sum equivalent to 0.5% of the price of the unperformed services up to a maximum deduction of 10% of the unperformed services. After this the procuring entity may consider termination of the contract.

13. Resolution of Disputes

- 13.1 The procuring entity and the tenderer shall make every effort to resolve amicably by direct informal negotiation any disagreement or dispute arising between them under or in connection with the contract.
- 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 the provisions of the Arbitration Act of the Laws of Kenya shall apply.

14. Language and Law

The language of the contract and the law governing the contract shall be English language and the Laws of Kenya respectively unless otherwise stated.

15. Force Majeure

The tenderer 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.

SECTION C: SPECIAL CONDITIONS OF CONTRACT

Special Conditions of Contract shall supplement the General Conditions of Contract. Whenever there is a conflict, the provisions herein shall prevail over those in the General Conditions of Contract.

1. Clarification of Documents

The Procuring entity will respond in writing to any request for clarification of the tender documents, which it receives no later than three (3) days prior to the deadline for the submission of tenders.

2. Bidders Eligibility

The documentary evidence of the Bidders eligibility to tender shall include **proof of tax compliance** from Kenya Revenue Authority.

3. Bid documents

3.1 Bidding documents **must** be paginated/serialized

3.2 The bid documents submitted by the tenderer shall contain conclusive details of the terms and conditions of the policy tendered for.

3.2 The full details of the terms and conditions of the policy and/or policies tendered for shall be contained in the bid documents submitted by the tenderer which shall have no material variations to the policy document to be submitted by the underwriters.

4. Validity of Tenders

Tenders shall remain valid for 120 days.

5. Validity of bid security

The amount of tender security required is **KES.200,000.00 (Kenya Shillings Two hundred Thousand Only)**. Tender Security must be valid thirty (30) days after the end of the tender validity period i.e. One Hundred and fifty (150) days from the date of tender opening.

6. Prices to be quoted in Kenya Shillings.

7. Terms and conditions of the Contract

The terms and conditions contained in the contract document shall form part of the policy document issued to the Procuring entity by the underwriter awarded the insurance business.

8. Signing of Contract

8.1 The contract will be final and conclusive upon its signature by the two parties.

8.2 By signing the Contract Form the tenderer binds the underwriter to the terms and conditions set therein.

SECTION D: TERMS OF REFERENCE FOR A COMPREHENSIVE STAFF MEDICAL INSURANCE UNDERWRITING SERVICES FOR PSASB STAFF

SECTION D: TERMS OF REFERENCE FOR A COMPREHENSIVE STAFF MEDICAL INSURANCE UNDERWRITING SERVICES FOR PSASB STAFF

TERMS OF REFERENCE FOR PROCUREMENT OF STAFF MEDICAL INSURANCE FOR THE PERIOD 9/4/2025 – 8/4/2026 (Renewable for one year subject to satisfactory COVER SUMMARY

Benefits	Sharing	Scope	Cover Limits
Inpatient	Per family	Stand alone	2,500,000
Outpatient	Per family	Stand alone	300,000
Maternity	Principal/spouse	Within inpatient	250,000
Dental	Per family	Stand alone	100,000
Optical	Per family	Stand alone	50,000

1. Population

Category A – Family Size	No.
M+5	4
M+4	8
M+3	6
M+2	3
M+1	3

2. INPATIENT BENEFITS SUMMARY

No of item to be insured	Description of item to be insured	Specific items	Limits
2.1	Inpatient per family Kes.2,500,000.00	Bed - Ensuite/executive room(net of (SHIF)	25,000.00
		Lodger fees for pediatric admissions - Age 16 and below.	14 years
		Prescription drugs as prescribed	As prescribed

	Pre-existing/chronic conditions/HIV& AIDS and Long Covid complications/ Gynecological	1,000,000.00
	Maternity fee – normal delivery/caesarean section	250,000.00
	1 st Ever emergency CS and Maternity and related complications - up to	300,000.00
	Post hospitalization/home nursing and discharge medicine	50,000.00
	Access to specialists	Direct access to common specialist's e.g dentists. Opticiawexcde2r45`ns, pediatricians, Obs/Gynae. No pre-authorization required for access to specialist services.
	Treatment outside Kenya	Fully covered within the inpatient cover limit
	No Co-payment for service.	Waiver of co-payment for any service
	Investigations: lab/radiology	Fully covered within the inpatient cover limit
	MRI, CT scans & Angiograms	Fully covered within the inpatient cover limit
	Operating theatre fees, High Dependency Unit, Intensive Care Unit charges, Laboratory, X-ray, Ultrasound and Physiotherapy services.	Fully covered within the inpatient cover limit
	Accident/Trauma	Fully covered within the inpatient cover limit

		Congenital conditions & prematurity - upto	750,000.00
		Psychiatric illness/counseling services upon referral by a GP - upto	500,000.00
		Rehabilitation for alcoholic and other drug addictions - up to for principal member only	500,000.00
		Professional fees	Fully covered within the inpatient cover limit
		Physiotherapy-in hospital	Fully covered
		Physiotherapy – at home	Fully covered as prescribed
		Electrocardiographs, electroencephalographs, electroconvulsive therapy, occupational therapy, angiographs, angiograms, psychographs and any other medical procedure advised by a qualified and duly licensed medical practitioner -	Fully covered as prescribed
		Cost of doctor home visits post hospitalization - up to a maximum of five visits	- up to a maximum of five visits
		Prescription drugs on discharge	14 days upon discharge
		Purchase of wheelchair and other external appliances in case of disability	150,000.00
		Artificial limbs –	30,000.00
		Splints -	30,000.00
		Crutches - per family	15,000.00
		External hearing aids -	100,000.00
		Dialysis - 100% within pre-existing & chronic -	1,000,000.00

		Maxillo-facial surgery: trauma- inpatient cover limit	With the Inpatient cover as recommended
		In patient non accidental dental	250,000.00
		In patient non accidental ophthalmological cover	250,000.00
		Accidental dental	Covered to full inpatient limit
		Accidental optical	Covered to full inpatient limit
		Circumcision by Certified Medical Practitioner	Kes.80,000.00 per family
		Funeral expenses –	For the principal members and their insured dependents (spouses and children) Kes.200,000 per family per year
		Emergency evacuation services(air evacuation and road ambulance services) within East Africa	Covered
2.2	Outpatient per family Kes.300,000	Consultation; GP, Specialist	Fully covered
		Psychiatric care, psychotherapy and counseling	Fully covered
		Laboratory services	Fully covered
		X-rays Radiology services	Fully covered
		Imaging services – MRI/CT Scan/Angiography	Fully covered
		Ultrasonography	Fully covered
		Prescription drugs and treatment	Fully covered
		Physiotherapy Services	Fully covered
		Chemotherapy & radiotherapy	Fully covered
		Occupational therapy services	Fully covered

		Daycare treatment	Fully covered
		Daycare surgery	Fully covered
		Immunization/vaccinations	Fully covered
		Outpatient dental services	Fully covered
		Outpatient optical services	Fully covered
		Congenital conditions - upto 100% of applicable limits	Fully covered
		Chronic illness, HIV & AIDS and pre-existing conditions within the prescribed outpatient limit	Fully covered
		Travel vaccines e.g yellow fever, swine flu etc, cervical cancer vaccines	Fully covered
		Baby vaccines – KEPI and baby friendly. Should include: Rotavirus, Tuberculosis, Hepatitis B, Meningitis, OPV, Measles, Mumps Rubella, IPV, Diphtheria Tentanus, Yellow fever	Covered upto Kes.50,000.00 per family
		Injuries arising out of terrorism, political violence and war upto 100% of the applicable limits provided the member was not participating	Covered
		Family planning - for principal member and spouse only	30,000.00
		Ante natal & post-natal care	Fully covered
		Annual wellness per year per family	Must provide for General Medical check-ups once a year for employee and spouse subject to a limit Kes.30,000.00
2.3	Maternity Principal/spouse	Covered for principal member and spouse a) Cost of normal and caesarian deliveries while hospitalized b) Labor and recovery wards c) Professional fees	250,000.00

		d) Maternity related illness and complications	
2.4	Dental – Kes.100,000 per family	Covered per family for: <ul style="list-style-type: none"> - Consultation - X-Ray - Extractions - Fillings - Dentures - Root canal - Scaling - Polishing - Crowning - Dental cleaning – annually 	100,000.00
2.5	Optical Kes.50,000 per family	Covered per family for: <ul style="list-style-type: none"> - Consultation - Frames - Lenses - Contact lenses - Bi-focal lenses - Visual examinations 	50,000.00
2.6	Coverage for pandemics	Coverage For Pandemic Like Covid- Each to give a quote based on the TORs below (to be covered within the OP & IP limits) <ul style="list-style-type: none"> - Provide preliminary testing - Management and treatment of related symptoms - Suspected contact testing - Diagnostic tests for symptomatic cases - Relevant Vaccinations - Post treatment complications. Inpatient coverage up to the total inpatient limit	Fully covered
2.7	Emergency evacuations services- air evacuation and road ambulances	Road and air evacuation within outpatient limits	Fully covered
2.8	Ex-gratia Benefit/Excess of Loss	The insurer to quote for premiums for excess of Loss/Ex-gratia Benefit of Kes.2,000,000 as an umbrella cover for the whole Group. The benefit covers medical expenses in excess of the	

		entitled cover limits and can only be accessed after the overall cover limit is exhausted due to a covered illness.	
--	--	---	--

Special Notes:

1. The Bidder must clearly indicate exclusions (if any) in the bid document for both the inpatient and outpatient benefits.
2. Children up to the age of 25 years are eligible to be covered. Children with special needs should have no age limitation in coverage
3. The insurer must demonstrate its ability to provide Biometric Cards, which must be able to be synched to employees' phone numbers/email addresses so that any expenditures incurred by employees and beneficiaries are sent to the employee's phone/email address in real time.
4. Provide a list of accredited hospitals – should have a wide coverage nationwide.
5. Provide utility reports on a quarterly basis.
6. The provider should clearly indicate that there is no waiting period upon signing of the contract.
7. Clearly indicate the availability of a dedicated person(s) to manage the PSASB account
8. The insurer **MUST** demonstrate a willingness to provide wellness programmes (on-site) with qualified personnel. These programs must include: VCT, BMI, Blood sugar, Blood Pressure, Nutritional well-being, awareness of HIV & AIDS, lifestyle diseases (cancers, diabetes, etc.), and Covid-19, among others. Wellness education to be provided to staff on a quarterly basis.
9. This coverage should include coverage during international travel for both inpatient and outpatient patients.
10. Excess of Loss will be provided when the family exhausts the allocated patient coverage and requires additional medical services during the year. This will cater for 'ex-gratia' cases.
11. New members shall be included in the scheme upon joining the Board as new employees or as new dependents due to marriage or birth.
12. New members shall join on a pro-rata basis depending on the time of joining the cover

SECTION E: TENDER FORM AND PRICE SCHEDULES

FORM OF TENDER

Date: _____

Tender **No: PSASB/ ONT/1/2024-2025**

**To: Public Sector Accounting Standards Board
P.O. Box 38831-00100
Nairobi**

Gentlemen and/or Ladies:

1. Having examined the tender documents including Addenda Nos.
[insert numbers] the receipt of which is hereby duly acknowledged, we, the undersigned, offer medical cover.....
[description of services]
in conformity with the said tender documents and or such other sums as may be ascertained in accordance with the Schedule of rates and prices attached herewith and made part of this Tender.
2. We undertake, if our Tender is accepted, to deliver the services in accordance with our specifications.
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. 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.
5. We understand that you are not bound to accept the lowest or any tender you may receive.

Dated this _____ day of _____ 20__ __.

.....
[signature]

.....
[in the capacity of]

Duly authorized to sign tender for and on behalf of.....

PRICE SCHEDULE FORM (COMPREHENSIVE MEDICAL COVER)

PUBLIC SECTOR ACCOUNTING STANDARDS BOARD

Bidders are required to fill the following price schedule (

Category A – Family Size	No.	Quote per individual inpatient for family size	Total for outpatient for family size	Quote per individual outpatient for family size	Total for inpatient for family size	Grand Total premium for category for family size
M+5	4					
M+4	8					
M+3	6					
M+2	3					
M+1	3					
Grand Total	24					

NB: Prices should be inclusive of all applicable taxes, and PPRA capacity-building levy of 0.03% of total cost.

SECTION F: SAMPLE TENDER SECURITY FORM

Date: _____

Tender No: PSASB/ONT/1/2024-2025

**To: Public Sector Accounting Standards Board
P.O. Box 38831-0100
Nairobi**

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 materials and spares]
(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.....
[name of Procuring entity] (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] _____

SECTION G: SAMPLE CONTRACT FORM

THIS AGREEMENT made the ____ day of _____ 20____
between..... *[name of Procurement entity]*
of..... *[country of Procurement entity]* (hereinafter called "the Procuring
entity") of the one part and..... *[name of tenderer]*
of.....*[city and country of tenderer]* (hereinafter called
"the tenderer") of the other part:

WHEREAS the Procuring entity invited tenders for the **PROVISION OF
COMPREHENSIVE STAFF MEDICAL COVER** on the basis of the rates specified on
the appended schedules (hereinafter called "the Contract Price").

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

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

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

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

Signed, sealed, delivered by _____ the _____ (for the
tenderer)

in the presence of _____

SECTION H: ANTI – CORRUPTION POLICY IN THE PROCUREMENT PROCESS

UNDERTAKING BY BIDDER ON ANTI – CORRUPTION POLICY / CODE OF CONDUCT AND COMPLIANCE PROGRAMME

The government of Kenya is committed to fighting corruption in all its forms and in all its institutions to ensure that all government-earned revenues are utilized prudently and for the intended purpose, with a view to promoting economic development as the country works towards actualizing Vision 2030.

Here at PSASB, and as one of the government entities mandated under the PPADA, 2015(revised 2022) and PFM Act, 2012 to procure, we are highly committed to fighting any form of corruption in our organization to ensure that all the monies that the government entrusts with us are optimally and prudently utilized for the benefits of all the people we serve.

The following is a requirement that every Bidder wishing to do business with PSASB must comply with:

- (1) Each bidder must submit a statement, as part of the tender documents, in the format given and which must be signed personally by the Chief Executive Officer or other appropriate senior corporate officer of the bidding company and, where relevant, of its subsidiary in Kenya. If a tender is submitted by a subsidiary, a statement to this effect will also be required of the parent company, signed by its Chief Executive Officer or other appropriate senior corporate officer.
- (2) Bidders will also be required to submit similar No-bribery commitments from their subcontractors and consortium partners; the bidder may cover the subcontractors and consortium partners in its own statement, provided the bidder assumes full responsibility.
- (3)
 - a) Payment to agents and other third parties shall be limited to appropriate compensation for legitimate services.
 - b) Each bidder will make full disclosure in the tender documentation of the beneficiaries and amounts of all payments made, or intended to be made, to agents or other third parties (including political parties or electoral candidates) relating to the tender and, if successful, the implementation of the contract.
 - c) The successful bidder will also make full disclosure [quarterly or semi-annually] of all payments to agents and other third parties during the execution of the contract.

-
- d) Within six months of the completion of the performance of the contract, the successful bidder will formally certify that no bribes or other illicit commissions have been paid. The final accounting shall include brief details of the goods and services provided that are sufficient to establish the legitimacy of the payments made.
 - e) Statements required according to subparagraphs (b) and (d) of this paragraph will have to be certified by the company's Chief Executive Officer, or other appropriate senior corporate officer.
- (4) Tenders which do not conform to these requirements shall not be considered.
- (5) If the successful bidder fails to comply with its No-bribery commitment, significant sanctions will apply. The sanctions may include all or any of the following:
- a) Cancellation of the contract;
 - b) Liability for damages to the public authority and/or the unsuccessful competitors in the bidding possibly in the form of a lump sum representing a pre-set percentage of the contract value (liquidated).
- (6) Bidders shall make available, as part of their tender, copies of their anti-Bribery Policy/Code of Conduct, if any, and of their-general or project - specific - Compliance Program.
- (7) The Government of Kenya through Kenya Anti-Corruption Commission has made special arrangements for adequate oversight of the procurement process and the execution of the contract. Those charged with the oversight responsibility will have full access if need be to all documentation submitted by Bidders for this contract, and to which in turn all Bidders and other parties involved or affected by the project shall have full access (provided, however, that no proprietary information concerning a bidder may be disclosed to another bidder or to the public).

MEMORANDUM (FORMAT)

(Clause 41, 62 and 66 of Kenya Public Procurement and Asset Disposal Act 2015, revised 2022)

This company _____(*name of company*) has issued, for the purposes of this tender, a Compliance Program copy is attached -which includes all reasonable steps necessary to assure that the No-bribery commitment given in this statement will be complied with by its managers and employees, as well as by all third parties working with this company on the public sector projects or contract including agents, consultants, consortium partners, subcontractors and suppliers'")"

Authorized Signature: _

Name and Title of Signatory: _

Name of Bidder: _

Address:

PART I: PERSONNEL

Please enclose copy of the organization chart of the firm indicating the positions as they relate to this Tender.

Please provide the following information for the key personnel proposed for the administration of this Contract.

- 1.Name.....
- 2.Age.....
- 3. Academic Qualification.....
- 4. Professional Qualification
- 5. Work Experience
- 6. Length of service with the firm and position held.....
.....
- 7. Any other relevant details.....

PART II: FINANCIAL/COMMERCIAL INFORMATION

- 1. Attach a copy of firm’s audited financial statements for the last 2 years
- 2. Summary of quick assets and current liabilities as of...../20 (Date)

Assets

- a) Cash in hand
- b) Cash Deposited in Banks (State Details Below)

Total
Cash.....

Name of Bank Institution	Location	Deposit in Name of	Amount
i.			
ii.			
iii.			
iv.			

Liabilities.....

.....
 3. Deposit with Bids or as guarantees (State details)

Deposited With	Name & Address	Purpose	Date of Recovery	Amount
i.				
ii.				
iii.				
iv.				

4. Due from completed contracts

(Amount receivable within 90 days, exclude claims not approved)

.....

Owner	Name and address of	Contract Sum	Amount Receivable
i.			
ii.			
iii.			
iv.			
v.			
vi.			
vii.			
viii.			
ix.			

Attach Letters of Reference from the firm's bankers regarding the firm's credit position

5. Volume of business transacted between the Government of the Republic of Kenya and my company during the last 12 months, if any Kshs.....
6. Volume of business transacted with other parastatal organizations during the last 12 months, if any, Kshs.....
7. Work performed as a Service Provider of similar nature and volume over the last five years. List details of contracts under way or committed, including expected expiry dates.

Client Name	Name of Client Contact Person	Type of services provided and year of Completion	Value of Contract

8. Please indicate the payment terms and/ or incentives you are willing to offer to the Public Sector Accounting Standards Board, including but not limited to payment incentives
.....
.....

9. State whether or not you have experienced any problem(s) of non- performance with any contract(s) awarded to you during the last 12 months and give a brief explanation/ description of the problem(s). Please give the information on a separate sheet of paper.
.....
.....

PART III: TENDERER'S REFERENCES

NAME OF TENDERER'S OTHER CLIENTS AND VALUES OF CONTRACT/ORDERS IN LAST TWELVE MONTHS

1. First Client (Organization)

- i) Name of 1st client (Organization).....
- ii) Address of Client (Organization).....
- iii) Telephone No. of Client.....
- iv) Facsimile No of Client.....
- v) E-mail Address of Client.....
- vi) Name of Contact Person at the Client (Organization).....
- vii) Value of Contracts/Orders.....
- viii) Duration of ongoing Contracts/Orders.....

2. Second Client (Organization)

- i) Name of 2nd client (Organization).....
- ii) Address of Client (Organization).....
- iii) Telephone No. of Client.....
- iv) Facsimile No of Client.....
- v) E-mail Address of Client.....
- vi) Name of Contact Person at the Client (Organization).....
- vii) Value of Contracts/Orders.....
- viii) Duration of ongoing Contracts/Orders.....

3. Third Client (organization)

- i) Name of 3rd client (Organization).....
- ii) Address of Client (Organization).....
- iii) Telephone No. of Client.....
- iv) Facsimile No of Client.....
- v) E-mail Address of Client.....
- vi) Name of Contact Person at the Client (Organization).....

-
- vii) Value of Contracts/Orders.....
 - viii) Duration of ongoing Contracts/Orders.....

4. Fourth Client (Organization)

- i) Name of 4th client (Organization).....
- ii) Address of Client (Organization).....
- iii) Telephone No. of Client.....
- iv) Facsimile No of Client.....
- v) E-mail Address of Client.....
- vi) Name of Contact Person at the Client (Organization).....
- vii) Value of Contracts/Orders.....
- viii) Duration of ongoing Contracts/Orders.....

5. Fifth Client (organization)

- i) Name of 5th client (Organization).....
- ii) Address of Client (Organization).....
- iii) Telephone No. of Client.....
- iv) Facsimile No of Client.....
- v) E-mail Address of Client.....
- vi) Name of Contact Person at the Client (Organization).....
- vii) Value of Contracts/Orders.....
- viii) Duration of ongoing Contracts/Orders.....

(NB: Bidders with more clients are at liberty to add to the schedule. However, please note the mandatory required number of clients in the evaluation criteria for purposes of evaluation)

PART IV: Tender Questionnaire

1. Please fill in Block letters
2. Full Name of Tenderer:
.....
3. Full address of tenderer to which tender correspondence is to be sent (unless an agent has been appointed below)
.....
4. Telephone number (s) of Tenderer
.....
5. E-mail of Tenderer.....
6. Name of Tenderer’s representative to be contacted on matters of the tender during the tender period.....
7. Details of Tenderer’s nominated agent, if any, to receive tender notices. This is essential of the tenderer does not have his registered address in Kenya.

Name:	
Address:	
Telephone:	
Fax:	
E-Mail Address:	

Signature of Tenderer-----

PART V: Confidential Business Questionnaire

You are requested to give particulars indicated in Part1 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.....

Registration Ref No.....

Location of business premises, i.e. Building.....

Floor No.....Room No.....

Plot No.....Street/Road.....

Postal Address.....Postal Code.....

Tel No..... Fax No.....

Email.....Website.....

Nature of business.....

VAT Certificate Number.....PIN Certificate No.

Local Authority License No.....Expiry Date.....

NB: Attach copies of the Registration Certificate and VAT Registration Certificate, PIN Certificate, Local Authority License, and a Valid Tax Compliance Certificate.

Maximum Value of business which you can handle at any one time Kshs

Name of your main:

Bankers.....

Branch.....

Part 2 (a) Sole Proprietor:

My Name in full.....Age.....
Nationality..... ID/Passport No.....
Country of Origin.....

Part 2(b) Partnership

Name	Nationality	*Citizenship Details	shares
1.....			
2.....			
3.....			
4.....			
5.....			

Part 2(c) Registered Company

State whether Private or Public.....
State the nominal and issued capital of the company, including nominal
Kshs..... or

Other Convertible currency
Issued Kshs. Or Other Convertible currency

Give Details of all Directors as follows:

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

Part 3- Names of all Associated or Holding Companies (If any)

- 1.....
- 2.....
- 3.....
- 4.....
- 5.....

If more companies are applicable, please give the information on a separate sheet of paper.

Part 4 – Give Details of all Directors of the Companies you have listed above as follows:-

- 1.....
- 2.....
- 3.....
- 4.....
- 5.....

*If Kenyan Citizen, indicate under "Citizenship Details", whether by Birth, Naturalization or Registration.

DECLARATION

Give a Statement of compliance with the requirements of clause 1.2
of the General Instructions to Tenderers under section C.

I certify that all the above particulars are true

Name of Applicant (Officer).....

Signature of Applicant.....

Position in the Company/Title.....

Date.....

NB: Please affix rubber stamp or seal

SECTION I: EVALUATION CRITERIA

No.	PRELIMINARY EXAMINATION MANDATORY REQUIREMENTS		
	Description	Bidders to provide evidence	Responsive/non-responsive
MR1	Certificate of Registration/Incorporation with Registrar of Companies	Incorporation certificate	
MR2	Registration with Insurance Regulatory Authority (IRA) (to be confirmed with IRA).	Letter from IRA confirming registration/certificate	
MR3	Current registration certificate with Association of Kenya Insurers (AKI) (Submit copy of membership certificate).	AKI cERTIFICATE	
MR4	Valid and Current tax compliance certificate issued by Kenya Revenue Authority (KRA).	Tax compliance certificate	
MR5	Original Tender security valued at KES. 200,000.00 from a bank or PPRA recognized Insurance Company and valid for 150 days from the date of tender opening	Tender security from approved institutions as per tender document	
MR6	Must have paid up capital of at least Ksh. 600Million (provide/attach evidence of this).	Evidence of this	
MR7	Anti-corruption Declaration undertaking, duly filled and signed	The declaration duly filled and signed	
MR8	Bidding documents must be paginated/serialized. All bidders are required to submit their documents paginated in a continuous ascending order from the first page to the last in this format; (i.e. 1,2,3 where n is the last page)	Documents will be assessed for pagination	
MR9	Duly filled, signed and stamped form of tender in the format Provided	The forms will be assessed for completeness	
MR 10	Provide information on Beneficial owners	Beneficial information form	

MR 11	Audited annual reports and financial statements for the last three(3) years; 2021, 2022 and 2023	All financial statements as required	
MR12	<u>Covering chronic illness, pre-existing conditions and pandemic illnesses:</u>	Demonstrate ability to cover listed conditions	
MR13	<p><u>Qualifications and experience of key staff: -MEDICAL COVER</u></p> <p>Attach CV's and copies of academic/professional certificates of:</p> <ul style="list-style-type: none"> a) List of the Directors of the company- minimum 5 directors b) List of shareholders and percentage of shareholders c) Chief Executive Officer – with a degree and at least 10years' working experience d) 3 senior staff handling the medical scheme with Degree and Advanced Diploma in Insurance and 5 years' experience e) 2 care Managers handling the medical scheme with a Diploma in Insurance and 3 years working experience <p>(NB: The attached/submitted CV's must be signed by all staff whose CVS are provided)</p>	<p>List of Directors</p> <p>CR 12 Certificate</p> <p>Signed CVs as listed</p>	

NB: Failure to comply with Mandatory requirements will lead to disqualification. Only bidders who are successful at this stage will proceed to the Technical Evaluation stage.

TECHNICAL EVALUATION CRITERIA

The total score for this section is 100 marks. Bidders must attain 85% of this mark (85) to proceed to the next stage of evaluation.

S/NO.	DESCRIPTION OF CRITERIA	SUB-CRITERIA	TOTAL SCORE
1.	Firm's experience in staff medical insurance business.	<p>a) No. of years during which the Underwriter has offered staff medical insurance services in the last 10 years (i.e. 2010 to date)</p> <ul style="list-style-type: none"> i) 1 - 2 yrs – 2 marks ii) 3-5 yrs – 3 marks iii) 5-7 yrs – 4 marks iv) 7-9 yrs – 6 marks v) 10 yrs & above – 10 marks <p>NB: Bidders to attach IRA registration certificates for provision of medical cover. Current year status will be verified from IRA portal</p> <p>b) Five (5) major clients (value of cover not less than 15 million to whom the bidder has offered staff medical insurance services in the last three (3) years:</p> <ul style="list-style-type: none"> i) 1 firm – 2 marks ii) 2 firms – 4 marks iii) 3 firms – 6 marks iv) 4 firms – 8 marks v) 5 firms – 10 marks <p>NB: Must attach evidence in form of copies of LPO's; or contracts or recommendation letters issued to each of the clients to whom such service was offered.</p>	20

2.	Methodology/administration of the medical scheme clearly stating the procedures in inpatient/outpatient to be followed by staff and their beneficiaries. and work plan	<ul style="list-style-type: none"> a) The bidder must submit detailed procedures on hospital admission – 2 marks b) Claim settlement Turn around – 3marks c) Time taken to issue/replace medical cards- 2 marks d) turnaround on any preauthorization- 2marks e) The bidder must indicate the procedure and timelines for processing of last expense for the principal member and spouse – 2mark f) The bidder must indicate the claims reimbursement procedure and timelines for cash refunds – 1 mark g) The bidder must allow for and indicate the procedure & requirements for refund of premiums for staff who have exited from the medical scheme – 1 mark h) The bidder must indicate the procedure & requirements for handling entries into the scheme. All new members added to the scheme either through employment; marriage or newly born children will automatically be entitled to the medical scheme and NO WAITING period will apply – 2mark i) Bidder must allow/facilitate and <u>confirm in writing</u> that <u>discharge for members incurring excess will be facilitated without attracting any fees or extra charges</u> – 3marks Give evidence of a 24-hr call centre and a dedicated team to handle the scheme – 2 marks 	20
3.	Emergency evacuation services air evacuation and road ambulance services)	<p>The Bidder must have contractual agreements for emergency air evacuation and road ambulance services with regional coverage. Attach list of contracted companies, their contacts and copies of <u>current and duly signed</u> contractual agreements with the providers.</p> <ul style="list-style-type: none"> a) Road ambulance service providers only – 3 marks b) Air evacuation service providers only – 	10

		<p>3 marks</p> <p>c) Both road and air evacuation service providers – 10 marks</p>	
4.	Adequacy of medical service providers	<p>a) The bidder should have a wide network of medical service providers within Nairobi County, equally distributed within the Nairobi Geographical Region; with at least 6 major hospitals listed and 30 other medical service providers:</p> <ul style="list-style-type: none"> • List of 6 Major Hospitals within Nairobi – 3 marks • List of 30 other medical service providers within Nairobi – 3marks <p>b) The bidder should indicate the network of contracted medical service providers spread out in all the remaining 46 Counties, with at least 2 hospitals in each County. = 4 marks</p> <p>c) Evidence of established international network of service provider panel on credit services for overseas referrals; with clearly indicated referral procedures – 4marks ((attach duly signed contractual agreement with the service providers).</p>	14
5.	Scheme value-add services	<p>a) Bidder must demonstrate that they provide annual medical check-ups for staff – 2 marks</p> <p>b) The bidder must provide a detailed member sensitization/education schedule for staff – 2 marks</p> <p>c) Bidder must indicate that the format and confirm that member utility statements will be issued (monthly to members via phone & quarterly to PSASB) – 2marks</p> <p>d) The bidder must demonstrate that they have a biometric service provider – 2 marks (attach duly signed Contractual agreement with bio-</p>	10

		metric service provider) Ability to access care through virtual cards- 2 marks	
6.	Adherence to the provisions of the scope of cover (must fully provide for services indicated in the scope)	Indicate and give details for all cover provisions on: a) In-patient & maternity– 5marks b) Out-patient – 4marks c) Dental – 2marks d) Optical with no capping on frames – 2 marks e) Emergency evacuation services- 2marks Overseas treatment facilities- 1mark	16
7.	Procedure for accessing of overseas providers	Provide comprehensive procedures of overseas treatment including but not limited to: Ticketing, government approvals, provider undertaking documents etc. Provision of details – 10 marks Non provision – 0 marks	10
		TOTAL TECHNICAL EVALUATION SCORE	100

Note:

a) The total score for Technical Evaluation is 100 marks. Pass mark will be 85%

FINANCIAL EVALUATION

Bidders who are successful at the preceding stages of evaluation will have their prices compared and award recommended to the lowest evaluated responsive bid.

Bidders are required (MUST) to fill the price schedule clearly indicating the for each category per member in the provided price schedule. Adherence to the format of the schedule is important

POST QUALIFICATION

PSASB MAY carry out due diligence to determine whether the bidder who submitted the lowest evaluated responsive bid is qualified to perform the contract effectively based on specifications, reports on performance and submitted documents prior to the award

Note: This is a two (2) year contract, renewable once after the first year subject to satisfactory performance.