

# PUBLIC SERVICE COMMISSION



**PUBLIC SERVICE COMMISSION**

## **TENDER DOCUMENT**

**FOR**

**PROVISION OF MEDICAL INSURANCE  
COVER FOR THE COMMISSIONERS OF PSC**

**TENDER NO: PSC/ONT/005/2020-2021**

**CLOSING DATE: 20<sup>th</sup> JANUARY 2021 AT  
11:00AM**

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## SECTION I -INVITATION FOR TENDERS

### **TENDER NO. PSC/ONT/005/2020-2021: PROVISION OF MEDICAL INSURANCE COVER FOR THE COMMISSIONERS.**

The Public Service Commission (PSC) invites sealed tenders from eligible candidates (insurance underwriters) for provision of Group medical insurance cover for PSC Commissioners for a period of two years.

Tender document with detailed information is available to be viewed and downloaded from PSC website: [www.publicservice.go.ke](http://www.publicservice.go.ke) and [www.supplier.treasury.go.ke](http://www.supplier.treasury.go.ke) websites free of charge. Bidders who download the document from the website must submit their contact details to [secretary@publicservice.go.ke](mailto:secretary@publicservice.go.ke) for use in case of further communication/addendum to the tender.

Alternatively, Tender documents may be obtained from the Procurement Office Room No 05 Ground Floor, Commission House on Harambee Avenue upon payment of non-refundable fee of 1,000/-

Tenders must be accompanied by a bid bond/Tender security of Kshs 500,000 from a reputable bank or guarantee from an insurance company approved by the Public Procurement Regulatory Authority payable to the Public Service Commission.

Completed tender documents are to be enclosed in plain sealed envelopes, marked with the tender number and name and be deposited in the Tender Box at the main entrance of Public Service Commission, Nairobi so as to be received on or before **Wednesday, 20<sup>th</sup> January 2021** at 11. 00 am and addressed to:

**The Secretary/CEO,  
Public Service Commission,  
Nairobi.**

Tenders will thereafter be opened in the presence of candidates' representatives who choose to attend the opening at Public Service Commission, Nairobi.

**Secretary/CEO**

**PUBLIC SERVICE COMMISSION**

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**SECTION II -INSTRUCTION TO TENDERERS**

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## **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 The procuring entity's employees, committee members, Commission members and their relatives (spouse and children) are not eligible to participate in the tender unless where specially allowed under section 131 of the Act.

2.1.3 Tenderers shall provide the qualification information statement that the tenderer (including all members of a joint venture and 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 price to be charged for the tender document shall not exceed Kshs.1, 000/=

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

### **2.3 Contents of Tender Document**

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

- (I) Instructions to Tenderers
- (ii) General Conditions of Contract
- (iii) Special Conditions of Contract
- (iv) Schedule of Requirements
- (v) Details of Insurance Cover
- (vi) Form of Tender
- (vii) Price Schedules
- (viii) Contract Form
- (ix) Confidential Business Questionnaire Form
- (x) Tender security Form
- (xi) Performance security Form
- (xii) Insurance Company's Authorization Form

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 post, fax or 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 five (5) 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 within 2 days of receiving the request to enable the tenderer to make timely submission of its tender.

2.4.3 Preference where allowed in the evaluation of tenders shall not exceed 15%

## **2.5 Amendment of Tender Documents**

2.5.1 At any time prior to the deadline for submission of tenders, 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:

- (a) A Tender Form and a Price Schedule completed in accordance with paragraph 2.8, 2.9 and 2.10 below
- b) Documentary evidence established in accordance with paragraph 2.1.2 that the tenderer is eligible to tender and is qualified to perform the contract if its tender is accepted;
- (c) Tender security furnished in accordance with paragraph 2.12 (if applicable)
- (d) Declaration Form.

## **2.8. Form of Tender**

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

## **2.9. Tender Prices**

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.

Prices indicated on the Price Schedule shall be the cost of the services quoted including all customs duties and VAT and other taxes payable.

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

## **2.10. Tender Currencies**

2.10.1 Prices shall be quoted in Kenya Shillings

## **2.11. Tenderers Eligibility and Qualifications**

2.11.1 Pursuant to paragraph 2.1 the tenderer shall furnish, as part of its tender, documents establishing the tenderers eligibility to tender and its qualifications to perform the contract if 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 not exceed 2 per cent of the tender price.

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 another freely convertible currency, and shall be in the form a) Cash. b) A bank guarantee. c) Such insurance guarantee approved by the Authority. d) Letter of credit.

2.12.5 Any tender not secured in accordance with paragraph 2.12.1 and 2.12.3 shall be rejected by 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

- (ii) to furnish performance security in accordance with paragraph 2.30.
- (c) If the tenderer reject correction of an arithmetic error in the tender.

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

2.13.1 Tenders shall remain valid for 120 days after date of tender opening pursuant to paragraph 2.18. A tender valid for a shorter period shall be rejected by 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.

### **2.14. Format and Signing of Tenders**

2.14.1 The tenderer shall prepare an original and a copy of the tender, clearly marking each "ORIGINAL TENDER" and "COPY OF TENDER," as appropriate. In the event of any discrepancy between them, the original shall govern.

2.14.2 The original and all copies of the tender shall be typed or written in indelible ink and shall be signed by the tenderer or a person or persons duly authorized to bind the tenderer to the contract. All pages of the tender, except for un-amended printed literature, shall be initialed by the person or persons signing the tender.

2.14.3 The tender shall have no interlineations, erasures, or overwriting except as necessary to correct errors made by the tenderer, in which case such corrections shall be initialed by the person or persons signing the tender.

### **2.15 Sealing and Marking of Tenders**

2.15.1 The tenderer shall seal the original and the copy of the tender in separate envelopes, duly marking the envelopes as "ORIGINAL TENDER" and "COPY OF TENDER". The envelopes shall then be sealed in an outer envelope.

2.15.2 The inner and outer envelopes shall:

- (a) Be addressed to the Procuring entity at the address given in the Invitation to Tender.
- (b) Bear tender number and name in the invitation to tender and the words, "DO NOT OPEN BEFORE **20<sup>th</sup> January, 2021 at 11.00 a.m.**

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

2.15.4 If the outer envelope is not sealed and marked as required by paragraph 2.15.2, the Procuring entity 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 Procuring entity at the address specified under paragraph 2.15.2 not later than **20<sup>th</sup> January, 2021 at 11.00 a.m.**

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.



Bulky tenders which will not fit the tender box shall be received by the procuring entity 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 Procuring entity 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 no later than the deadline for submission of tenders.

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

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

## **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 on **20<sup>th</sup> January, 2021 at 11.00 a.m.** and in the location specified in the invitation for tenders. The tenderers' representatives who are present shall sign a register evidencing their attendance.

2.18.2 The tenderers' names, tender modifications or withdrawals, tender prices, discounts, and the presence or absence of requisite tender security and such other details as the Procuring entity, at its discretion, may consider appropriate, will be announced at the opening.

2.18.3 The Procuring entity 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 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 any computational errors have been made, whether required sureties have been furnished, whether the documents have been properly signed, and whether the tenders are generally in order.

2.20.2 Arithmetical errors will be rectified on the following basis. If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail, and the total price shall be corrected. If the candidate does

not accept the correction of the errors, its tender will be rejected, and its tender security forfeited. If there is a discrepancy between words and figures, the amount in words will prevail

2.20.3 The Procuring entity 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 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 following factors, in the manner and to the extent indicated in paragraph 2.22.3.

(a) Operational plan proposed in the tender;

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

2.22.3 Pursuant to paragraph 2.22.2., the following evaluation methods will be applied.

(a) Operational Plan

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

(b) Deviation in payment schedule

(I) Tenderers shall state their tender price for the payment on schedule outlined in the special conditions of contract. Tenders will be evaluated on the basis of this base price. Tenderers are, however, permitted to state an alternative payment schedule and indicate the reduction in tender price they wish to offer for such alternative payment schedule. The Procuring entity may consider the alternative payment schedule offered by the selected tenderer.

2.22.4 The tender evaluation committee shall evaluate the tender within 15 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 tenderers qualifications submitted by the tenderer, pursuant to paragraph 2.11.2, 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, 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:

- Necessary qualifications, capability experience, services, equipment and facilities to provide what is being procured.
- Legal capacity to enter into a contract for procurement.
- 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.
- 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 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 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 2.12

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

### **2.29 Performance Security**

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

2.29.2 Failure by the successful tenderer to comply with the requirement of paragraph 2.29 or paragraph 2.30.1 shall constitute sufficient grounds for the annulment of the award and forfeiture of the tender security, in which event the Procuring entity may make the award to the next lowest evaluated tender or call for new tenders.

### **2.30 Corrupt or 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. A tenderer shall sign a declaration that he has not and will not be involved in corrupt or fraudulent practices.

2.30.2 The Procuring entity will reject a proposal for award if it determines that the tenderer recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question.

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

## APPENDIX TO INSTRUCTIONS TO TENDERERS

The following information for the procurement of insurance services shall complement, supplement, or amend, the provisions on the instructions to tenderers. Wherever there is a conflict between the provisions of the instructions to tenderers and the provisions of the appendix, the provisions of the appendix herein shall prevail over those of the instructions to tenderers.

Instruction to	Particulars of Appendix to instructions to tenderers
2.1	Indicate eligible Tenderers: <b>Only for underwriters Companies Licensed by the IRA to transact Medical Insurance Business.</b>
2.1.3	Qualification Information statement: <b>This shall not be Required</b>
2.2.2	Price to be charged for tender documents in cases where the bidder opts to collect hard copy document from the office is <b>Kshs. 1,000/=</b> however, the document is available to be downloaded for free from the website and portal
2.11	Particulars of eligibility and qualifications documents of evidence required. <b>Copies of: -</b> <b>i) Certificate of Registration under the companies Act (CAP 486)</b> <b>ii) current copy of valid Registration with the Insurance Regulatory Authority</b> <b>iii) Certificate of valid tax compliance</b> <b>iv) Audited Accounts for the last three years</b> <b>v) Properly filled Confidential Business Questionnaire</b>
2.12.1	Particulars of tender security if applicable. <b>Kenya Shillings 500,000.00.</b> The tender security must be valid for 30 days beyond the tender validity period.
2.12.4	Form of Tender Security. <b>The Tender Security shall be in the form of Bank Guarantee from a reputable bank or a Guarantee from an Insurance Company approved by the Public Procurement Regulatory Authority (PPRA).</b>
2.13	Validity of Tenders: Tenders shall remain valid for 120 days after date of Tender Opening
2.15.2 (b)	State day, date, time or tender closing <b>Wednesday 20<sup>th</sup> January, 2021 at 11.00 a.m.</b>
2.16.1	Deadline for submission of tenders on <b>20<sup>th</sup> January, 2021 at 11.00 a m</b>
2.16.3	Bulky tenders that will not fit in the tender box shall be delivered to the Procurement Unit and will be signed for if required.
2.18.1	Opening of tenders <b>20<sup>th</sup> January, 2021 at 11.00 a.m.</b>

## **EVALUATION CRITERIA**

**The tenders will be evaluated in three stages as follows;**

- 1) Preliminary (mandatory)
- 2) Technical evaluation- 80%
- 3) Financial evaluation-20%

### **1. PRELIMINARY**

Tenderers are required to submit copies of the following:

**MANDATORY DOCUMENTS** which will be used during Preliminary evaluation to determine responsiveness

- a) Copy of certificate of Registration/Incorporation (CAP 486)
- b) Copy of Valid Tax Compliance certificate
- c) Must be registered with the Insurance Regulatory Authority (IRA) submit a copy of the current license (2020).
- d) The bidder must be an underwriting company and provide proof of membership of the Association of Kenya Insurers (AKI)
- e) Provide Company Profile
- f) Submit a Tender Security of Kshs 500,000 /= as per the tender format and valid for 30 days beyond the tender validity period.
- g) Must submit a dully filled up Confidential Business Questionnaire in format Provided
- h) Must Fill the Price Schedule and form of tender in the format provided
- I) Business portfolio mix non-medical premiums should be above 25% of the gross premiums each year of the last two years **(2018, 2019)**. Attach proof from IRA extracts.
- j) Must Fill the Form of Tender and the price schedule in the format provided.
- k) Must have gross annual underwritten premium turnover of at least Kshs 2 billion in medical business for the last three consecutive years **(2017 2018 & 2019)**. Attach proof from IRA extracts of the audited books.
- l) **Must provide cover for COVID-19**
- m) Must show evidence of having handled any other medical client of similar or larger volume with minimum premiums of Kshs.50million. Attach copies of award letters from at least three clients.
- n). Must show evidence of having net paid medical related claims of not less than Kshs 500Million
- o) must have current paid up capital of at least Kshs 500 Million.
- p). Provide current recommendation letters from at least 5 class A Hospitals (AKUH, Nairobi Hospital, Mater, MP shah, Gertrude's, Karen).
- q). The tender document must be book bound and serialized in each page.

Due diligence may be carried out on the authenticity of the information provided.

***THE ABOVE CRITERIA MUST BE MET TO QUALIFY FOR THE NEXT STAGE***

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**STAGE B: TECHNICAL EVALUATION (80%)**

<b>Specific experience of the bidder related to the assignments. ( 60 points as under)</b>		
	<b>Qualification of proposed staff-</b> attach 5CVs of key management and technical staff (provide necessary Academic, Professional qualification)	5 points
	Provide certified financial Audited Accounts for 2017, 2018 and 2019. (The accounts must be signed by auditors who are approved by ICPAK)  Provide audited accounts for 2018,2019 and 2020 with a net asset base of: Assets Base (10 points) <ul style="list-style-type: none"> <li>○ Below 2 Billion-zero points</li> <li>○ Between 2-5 Billion-5points</li> <li>○ Above 4 Billion---10points</li> </ul>	10 points
	Positive medical underwriting profits for the last 3 years (2018,2019 and 2020 (12 points i.e. 4points for each year of + profitability)	12marks
	Provide a list and evidence of current Five largest clients whose Total Premium is not less than Ksh.50 Million and Three out the Five clients premium is not less than Ksh.100 Million (at least 3 from the public sector PSC reserves the right to confirm directly with these firms)	9 Points
	Must have done annual gross premiums in the previous year of over two billion shillings (Kshs.2.5 billion). (attach certified evidence) (5 points)  Gross medical premium in last one year. (9 points) Below 2 Billion—Zero points Between 2B-3B--5points Over 3Billion---9 points	9 marks
	Proof of credit worthiness from the firms bankers	5 marks
	Provide recommendation letters from at least <b>10 clients</b> (indicate the names and telephone number of contact persons	10 points
<b>Demonstration of a satisfactory management and execution plan i.e. suitability of proposed medical scheme (40 points as under)</b>		
	Adequacy of the proposed scheme management work plan and execution Plan. <ul style="list-style-type: none"> <li>• Technical approach and methodology (5 marks)</li> <li>• Work plan /schedule of activities (10 marks)</li> </ul>	5 marks
	Claims turnaround for claims reimbursements procedures and timelines for Cash payments. (To be evaluated against standards) Case management i.e. service provision, handling of underwriting)-	5 points

	What is covered in In-patient including maternity (standalone) and COVID 19 cover	5 points
	What is covered in Outpatient (including Drugs, tests, Maternity, Dental and Optical)- please list The details should include the applicable sub limits if any and exclusions if any )	5 points
	<p>Provide a country wide network with representation in each of the 47 counties/list of approved health providers where you have credit facilities (PSC reserves the right to confirm directly with these providers the existence of credit facilities). -4 points</p> <ul style="list-style-type: none"> <li>o Above 25 counties---5</li> <li>o Above 35-----7 points</li> <li>o Above 45 counties--- 10 points</li> </ul> <p>Provide Evidence of established international network of service provider and panel of overseas referrals</p>	10 points
	Preexisting conditions covered to the whole inpatient and outpatient limit	10 Points
<b>C) STAGE THREE: FINANCIAL EVALUATION</b>		
	<p>To be eligible for the Financial Evaluation, tenderers must score at least Eighty percent (80% out of 100 points) at the Technical Evaluation Stage. Bidders who attain these points will have their financial proposals evaluated.</p> <p>The financial evaluation and final ranking of the bids will take into consideration the scope of the cover in relation to the premium, the Policy Excess amounts, exclusion clauses, and other pertinent terms and conditions of tender.</p>	



**SECTION III -GENERAL CONDITIONS OF CONTRACT**

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

### **3.1. Definitions**

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

- (a) “The Contract” means the agreement entered into between the Procuring entity and the tenderer, as recorded in the Contract Form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
- (b) “The Contract Price” means the price payable to the tenderer under the Contract for the full and proper performance of its contractual obligations
- (c) “The Services” means services to be provided by the tenderer including any documents, which the tenderer is required to provide to the Procuring entity under the Contract.
- (d) “The Procuring entity” means the organization procuring the services under this Contract
- (e) “The Contractor” means the organization or firm providing the services under this Contract.
- (f) “GCC” means the General Conditions of Contract contained in this section.
- (g) “SCC” means the Special Conditions of Contract
- (h) “Day” means calendar day

### **3.2. Application**

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

### **3.3. Standards**

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

### **3.4. Use of Contract Documents and Information**

3.4.1 The Contractor shall not, without 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 contractor in the performance of the Contract.

3.4.2 The Contractor shall not, without the Procuring entity’s prior written consent, make use of any document or information enumerated in paragraph 2.4.1 above.

3.4.3 Any document, other than the Contract itself, enumerated in paragraph 2.4.1 shall remain the property of the Procuring entity and shall be returned (all copies) to the Procuring entity on completion of the contract’s or performance under the Contract if so required by the Procuring entity.

### **3.5. Patent Rights**

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

### **3.6 Performance Security**

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

3.6.2 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.

3.6.3 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:

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

3.6.4 The performance security will be discharged by the Procuring entity and returned to the Candidate not later than thirty (30) days following the date of completion of the Contractor's performance of obligations under the Contract, including any warranty obligations, under the Contract.

### **3.7. Delivery of services and Documents**

3.7.1 Delivery of the services shall be made by the Contractor in accordance with the terms specified by the procuring entity 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 contractor under this Contract shall be specified in SCC.

3.8.2 Payment shall be made promptly by the Procuring entity, 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 charged by the contractor for Services performed under the Contract shall not, with the exception of any price adjustments authorized in SCC vary from the prices quoted by the tenderer in its tender or in the procuring entity's request for tender validity extension whichever 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 procuring entity within 30 days of receiving the request.

### **3.10. Assignment**

3.10.1 The Contractor shall not assign, in whole or in part, its obligations to perform under this Contract, except with the Procuring entity's prior written consent.

### **3.11. Termination for Default**

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

(a) If the Contractor fails to provide any or all of the services within the period(s) specified in the Contract, or within any extension thereof granted by the Procuring entity.

(c) If the Contractor fails to perform any other obligation(s) under the Contract

(d) If the Contract in the judgment of the Procuring entity has engaged in corrupt or fraudulent practices in competing for or in executing the contract

3.11.2 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

un-delivered and the Contractor shall be liable to the Procuring entity for any excess costs for such similar services. However, the contractor shall continue performance of the contract to extent not terminated.

### **3.12. Termination for Insolvency**

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

### **3.13. Termination for Convenience**

3.13.1 The Procuring entity by written notice sent to the contractor may terminate the contract in whole or in part, at any time for its convenience. The notice of termination shall specify that the termination is for the procuring entities convenience, the extent to which performance of the contractor 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 procuring entity may elect to cancel the services and pay to the contractor an agreed amount for partially completed services.

### **3.14 Resolution of Disputes**

3.14.1 The procuring entity and the contractor shall make every effort to resolve amicably by direct informal negotiations and disagreement or disputes arising between them under or in connection with the contract

3.14.2 If after thirty (30) days from the commencement of such informal negotiations both parties have been unable to resolve amicably a contract dispute either party may require that the dispute be referred for resolution to the formal mechanisms specified in the SCC.

### **3.15. Governing Language**

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

### **3.16. Applicable Law**

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

### **3.17 Force Majeure**

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

### **3.18 Notices**

3.18.1 Any notices given by one party to the other pursuant to this contract shall be sent to the other party by post or by Fax or Email and confirmed in writing to the other party's address specified in the SCC.

3.18.2 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

<b>Reference of General Conditions</b>	<b>Special Condition of Contract</b>
3.6 Performance security	The successful bidder will furnish the procuring entity with a performance security equivalent to 7.5% of the Bid price within 30 days from the date of notification of award.
3.7 Delivery of	For a Contract period of one (1) year renewable under the same terms for another period of one year, subject to satisfactory performance. Hence tender covers two year period, But premiums will be paid yearly.
3.8 Payment	Annual premium will be paid in one installment
3.9 Price adjustment	No Price adjustments allowed. However, the policy should be able to provide for additional staff members and or reduction of the same at similar price
3.16 Applicable law	Laws of Kenya
3.18 Notices	Procuring Entity Commission Secretary/CEO Public Service Commission Commission House – Harambee Avenue P O Box 30095 – 00100 NAIROBI

## SECTION V – SCHEDULE OF REQUIREMENTS

PSC wishes to engage an insurance underwriting company to provide Medical Insurance for the Commissioners

**(Both Inpatient, Out Patient and Last respect) Cover.**

### PREMIUM SCHEDULE FORM

#### Medical Insurance Cover

##### a) Inpatient Limits

	Description Of Insurance Cover	Total Premium (Kshs.)
	<b>Inpatient Cost</b>	
	<b>Outpatient Cost</b>	
	<b>Maternity Cost</b>	
	<b>Dental Cost</b>	
	<b>Optical Cost</b>	
	<b>GRAND TOTALS</b>	

##### b) Outpatient limits

	Description Of Insurance Cover	Total Premium (Kshs.)
	<b>Inpatient Cost</b>	
	<b>Outpatient Cost</b>	
	<b>Maternity Cost</b>	
	<b>Dental Cost</b>	
	<b>Optical Cost</b>	
	<b>GRAND TOTALS</b>	

##### C) Maternity:

Cover Limit per family	Premium
200,000/=	

##### C) Dental

Cover Limit per member	Premium
70,000/=	

##### e) Optical

Cover Limit per member	Premium
70,000/=	

## SECTION VI: DETAILS OF MEDICAL INSURANCE COVER

### COMMISSIONERS MEDICAL INSURANCE SCHEME COVER FOR THE PERIOD 2021/22

(PSC) seeks to contract a reputable underwriting insurance company to provide Commissioners medical insurance that entails benefits which ensure members receive quality health care.

The proposed Commissioners Medical Scheme shall be a fully enhanced cover and is intended to provide all Commissioners and their dependents' quality and affordable medical and health care services on a 24 hours cover basis taking into cognizance of the unpredictable nature of sicknesses and/or accidents. While it is appreciated that medical schemes come with inherent controls and procedures, PSC is hoping that the selected provider will look at the possibility of ensuring that any controls and procedures are not unnecessarily bureaucratic and cumbersome. The Medical Scheme is expected to cover the following:

#### SCOPE OF PROPOSED MEDICAL SERVICES

##### 1. Inpatient Cover

The cover will include the following services whose limits should only be restricted to the inpatient entitlement

S/No.	Item Description
1.	Administration of Hospital Admission process
2.	Consultation fees and evacuation cost directly leading to hospitalization
3.	Executive room up to bed limit of <b>KSH 30,000/</b>
4.	Major operations
5.	Minor operations
6.	Doctors' fees – (Physician, Surgeon & Anesthetist)
7.	HDU and ICU charges
8.	Theatre charges
9.	Drugs/ Medicines, dressing and internal surgical appliances
10.	Medical appliances (Hearing Aids, Glucometer, Insulin delivery devices, Urine Catheters & accessories etc. )
11.	Radiology X-ray, ultrasound, ECG and computerized Tomography, MRI scans.
12.	Pathology (laboratory) fees.
13.	Access to medical specialists while admitted. E.g. nutritionists,
14.	Inpatient physiotherapy.

**SECTION VI: DETAILS OF MEDICAL INSURANCE COVER**

15.	Chronic Illness coverage.
16.	Gynecological treatment.
17.	In patient Ophthalmic cover.
18.	Accommodation for adults whose children of below 12 years of age.- Lodger fee
19.	Admission of Hospital Day care and day surgery (includes dental, optical, gynecological as well as all other services).
20.	In- patient Accidental dental cover/ in-patient Non-Accidental Dental Cover.
21.	Mental and other related illnesses.
22.	Treatment for alcoholism and drug addictions (employee only and acquired during employment term).
23.	Inpatient Psychiatric Treatment.
24.	Palliative care.
25.	Provision of Maternity benefits including Caesarian section and Normal
26.	Pre-natal Complications
27.	Post – natal complications
28.	Incubation
29.	Optical expenses arising from disease or accidents.
30.	Treatment of Elective surgery i.e. pre-arranged.
31.	HIV/AIDS cover (conventional, accepted, recognized treatment).
32.	Cancer cover which includes Radiotherapy , Chemotherapy Medication etc.
33.	Cost of medical circumcision.
34.	Congenital conditions.
35.	Pre-existing conditions.
36.	Pandemics



## SECTION VI: DETAILS OF MEDICAL INSURANCE COVER

37.	Emergency Air evacuation within Kenya
38.	Overseas cover- outside Kenya while on holiday or fieldwork.
39.	Rehabilitation Post Hospitalization Cover.
40.	Overseas Referral treatment
41.	Rape and HIV Post exposure prophylaxis
42.	Funeral expenses for Immediate Family members ( Last Expense)
43.	Hospital Cash for Principal Members for each day of hospitalization
44.	Internal and External Protheses
45.	Any other service not included above but may be mutually agreed upon from time to time.

### 2. Outpatient Cover

The cover will include the following services whose limits should only be restricted to the outpatient entitlement

1.	Routine outpatient treatment including consultations (GPs and Specialists, laboratory and Radiology services.
2.	Physiotherapy treatment.
3.	Diagnostic X-Ray and Laboratory Tests.
4.	Radiology X-ray, ultrasound, EEG, ECG and computerized Tomography, MRI scans.
5.	Prescribed drugs/medicines
6.	Dental Services. Including Extraction, Filling, Scaling ,Polishing, Crowning, Bridging and Braces
7.	Optical services Frames, lenses including antiglare, contact lenses, bi-Focal lenses, Visual examination.
8.	Referrals to Specialists (Pediatricians, Obstetricians, gynecologists, lactation specialists, neonatologists, Orthopedic doctors, dermatologists, E.N.T. Doctor's etc.
9.	Counseling services. (Psychologist, Psychiatrist and Psychiatric treatment).

## SECTION VI: DETAILS OF MEDICAL INSURANCE COVER

10.	Checkups
11.	Maternity services i.e. Anti and Post Natal care including Ultra -sound
12.	HIV/AIDS cover ( Voluntary counseling , adherence testing , national counseling and other related treatments and follow-up every three months).
13.	Chiropractor upon referral & approval.
14.	Pap Smear & PSA tests for employees and spouses
15.	Annual General Health checkup for the Family
16.	Travel Vaccines
17.	Pre-existing and chronic/recurring conditions
18.	Ambulance Services.
19.	Technical aids and equipment for persons with disabilities
20.	Pandemics

### 1. Inpatient cover

In-patient cover benefit shall cater for illnesses requiring hospitalization and staff with pre-existing illnesses, chronic and HIV/aids conditions to use their annual inpatient cover limits once admitted.

The cover will cater for the following benefits:

- Accidental and illness hospitalization (accommodation, doctor(s)' fees),
- Operating theatre, ICU charges, physiotherapy, prescribed drugs, dressings
- Surgical appliances, X-rays
- In-patient surgery
- Admission bed (private or semi-private)
- Hospitalization due to dental and optical cases (*Commissioners admitted due to dental complications use their in-patient annual cover limit*)
- Gynecological illnesses
- Post hospitalization benefits
- Ambulance rescue/evacuation (both road and air)
- Treatment while in hospital; and
- Discharge from hospital and the cost of treatment thereof.
- Maternity Cover KSH. 200,000 for all births including premature delivery and caesarean
- Funeral expenses Cover of KSH. 300,000 subject to overall cover limit
- Radiotherapy, physiotherapy and chemotherapy
- Organ transplant

## **2. Outpatient Cover:**

The Outpatient scheme shall deal with cases of illness not requiring admission into a hospital and will include medical examinations, diagnosis and speedy treatment at health clinics and/or hospitals with the aim of preventing any ailment or illness from growing into cases that require hospitalization.

The outpatient cover shall encompass the following benefits:

- Diagnostic Laboratory and Radiology services;
- Prescribed Physiotherapy;
- Prescribed drugs and dressings;
- HIV/AIDS related conditions and prescribed ARVs
- Routine Immunization (KEPI)
- Routine Antenatal checkups (Max 1 U/S exam)
- Postnatal care up to six weeks post-delivery;
- Chronic and recurring conditions;
- Outpatient Emergency Ambulance Services;
- Dental services;
- Optical services;
- Immunizations;
- Counseling services;
- Specialist opinion on referral basis
- Health Education (wellness programmers)
- Annual Medical check-ups for member and spouse including pap smear and breast cancer checks for female members and prostate cancer checks for male members.
- Any additional benefits should be specified by the bidder

## **3. Particulars/requirements of medical scheme cover:**

- Full details of what the cover provides
- Eligible expenses included in the in-patient cover

- Eligible expenses included in the out-patient cover
- Full details of cover exclusions i.e. give specific details of each excluded condition
- Dependents eligibility

All bidders are required to fully provide information on whether the inpatient medical cover incorporates the following: -

- Funeral cover/ last expense  - (member Kshs. 300,000/= and dependant Kshs. 300,000/=)
- Dental (standalone)                      Ksh.70,000 per person
- Optical (standalone)                      Ksh.70,000 per person
- Maternity (standalone)                      Ksh.200,000 per family
- Annual Medical Check-up                      Kshs. 70,000 per person
- Evacuation Road/Air                      Up to inpatient full limit
- Post hospitalization benefit                      Ksh.50,000
- Ophthalmologic                      Ksh.500,000 per family

**NB:** The costs for each of the above should be shown separately. The bid should comprise proposed medical scheme type indicating the benefits and associated costs.

**4. Network coverage** the bidder should have extensive and reputable network of Hospitals, Clinics, Pharmacies and Laboratories within easy reach of the members and their dependants. The bidder is required to provide the following:

- (I) Full details of towns where the insurance company is represented.
- (ii) The appointed hospitals, clinics and doctors all over the country that can be accessed by PSC Commissioners and their dependants (*attach their respective lists*).
- (iii) Full details of the medical cover outside Kenya and all exclusions that are applicable.

**NB:** All PSC Commissioners are resident in Nairobi. However, their family members (dependants) may not necessarily stay with them but stay in up country.

Once in a while, commissioners may be required to perform their duties out of station or travel within the country or overseas to attend training, seminars or workshops, field work and outreach services to the counties.

The bidder should therefore make provision for such cases in the proposal.

#### **5. Case Management**

- (I) A detailed description on how the cover is going to be administered.
- (ii) An analysis on how the service provider intends to address the following issues/procedures:
  - a) Admission of members into the cover
  - b) Admission of Commissioners with pre-existing conditions into the cover

- c) Admission of HIV/AIDS related cases to the cover
- d) Procedure to be followed for overseas cover
- e) Procedure to be followed to procure last expense (if any in your package).

**6. Claims Settlement Turnaround Time**

The bidder is expected to demonstrate and give details of the claims settlement turnaround time.  
**NB:** The time indicated will be used to review the performance of the Tenderer and the underwriter for any future renewal of contract.

**5. Financial stability**

The bidder should provide documentary prove that they are financially sound and is fully licensed and registered as a medical insurance cover provider.

**NB:** The tender documents must be accompanied with Audited Accounts for the last two years.

**6. Special medical treatment**

There are cases, which may require special treatment owing to medical history of a commissioner and/or dependant.

The bidder is required to propose on how such a case is dealt with in case it occurs.

**7. Exclusions and requirements**

The bidder must state clearly requirements, special conditions and/or exclusions applicable to the schemes.

**8. References and key personnel:**

The bidder must demonstrate its ability, knowledge and experience in the provision of medical insurance services and give details of key personnel charged with management of the medical scheme.

The bidder must give at least fifteen (15) current clients preferably ten (10) from the public sector and five (5) from the private sector indicating the type of cover, duration, and premiums for the medical scheme cover provided per each client.

**9. Medical benefits limits**

The following cover limits shall apply

**Inpatient cover limits**

The Commission currently has establishment of nine commissioners of which 9

INPATIENT	10,000,000/ PER FAMILY
OUTPATIENT	500,000/ PER FAMILY
MATERNITY	200,000/ PER FAMILY
DENTAL	70,000/ PER PERSON
OPTICAL	70,000/ PER PERSON
LAST EXPENSE	300,000/ PER PERSON

**iii. Maternity**

The cover should provide for the normal deliveries and emergency caesarian cases. NB: There will be a probability of two (2) cases. The bidder should confirm whether the maternity benefit is part of in-patient or not. Further, the bidder should clearly state how to handle pre-natal and antenatal care.

**iv. Dental**

The cover should cater for non-accidental dental and extractions and any other treatment as advised by dentist

**v. Optical**

The cover should cater for glasses, frames and replacements and any other treatment as advised by Ophthalmologist. Frames should be replaced once a year.

**vi. Special treatment and any exclusion**

The Provider should clearly state in writing all exclusions in the proposed cover.

**10. Cost of the Proposed Staff Medical Scheme**

The proposed scheme will be for one (1) year subject to renewal at the sole discretion of PSC and the bidder is expected to tender based on the following:

- The total commissioners: 9
- Dental and optical: Per person
- Maternity: Per family

## **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 by duly authorized representatives 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 procuring entity.
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 procuring entity.

**FORM OF TENDER**

To: Date

Name and address of procuring entity

Date.....

Tender No. ....

Tender Name .....

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 Insurance Services under this tender in conformity with the said Tender document for the sum of

..... [Total Tender amount in words and figures] or such other sums as may be ascertained in accordance with the Schedule of Prices attached herewith and made part of this Tender.

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 .....2021

[Signature]  
Duly authorized to sign tender for and on behalf  
of

[In the capacity of]



## PREMIUM SCHEDULE FORM

### Medical Insurance Cover

#### MEDICAL INSURANCE SCHEME BENEFITS COVER FOR COMMISSIONERS AND DEPENDANTS

<b>NUMBER OF COMMISSIONERS</b>	<b>FAMILY SIZE</b>
9	M+5

a) Inpatient Limits

	Description Of Insurance Cover	Total Premium (Kshs.)
1.	Inpatient Cost	
2.	Outpatient Cost	
3.	Maternity Cost	
4.	Dental Cost	
5.	Optical Cost	
	<b>GRAND TOTALS</b>	

b) Outpatient limits

	Description Of Insurance Cover	Total Premium (Kshs.)
1.	Inpatient Cost	
2.	Outpatient Cost	
3.	Maternity Cost	
4.	Dental Cost	
5.	Optical Cost	
	<b>GRAND TOTALS</b>	

**c) Maternity:**

Cover Limit per family	Premium
200,000/=	

**d) Dental**

Cover Limit per member	Premium
70,000/=	

**e) Optical**

Cover Limit per member	Premium
70,000/=	

**PREMIUM SUMMARY COSTS.**

<b>Item No.</b>	<b>Description Of Insurance Cover</b>	<b>Total Premium (Kshs)</b>
1.	Inpatient Cost	
2.	Outpatient Cost	
3.	Maternity Cost	
4.	Dental Cost	
5.	Optical Cost	
<b>GRAND TOTALS</b>		

**NB:** Annual premium will be paid either once (or equal installments) at the beginning of the policy.

**Signature and Stamp of tenderer:** \_\_\_\_\_

*Note:* In case of discrepancy between unit premium and total, the unit premium shall prevail.

**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 GPA cover and has accepted a tender by the tenderer for the supply of the services in the sum of ..... [Contract price in words in figures] (Hereinafter called “the Contract Price”).

NOW THIS AGREEMENT WITNESSTH AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Agreement,

visa:

- the Tender Form and the Price Schedule submitted by the tenderer;
- the Schedule of Requirements
- the Details of cover
- the General Conditions of Contract
- the Special Conditions of Contract; and
- the Procuring Entity’s Notification of Award

3. In consideration of the payments to be made by the Procuring entity to the tenderer as hereinafter mentioned, the tenderer hereby covenants with the Procuring entity to provide the GPA cover and to remedy defects therein in conformity in all respects with the provisions of the Contract.

4. The Procuring entity hereby covenants to pay the tenderer in consideration of the provision of the services and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the contract at the times and in the manner prescribed by the contract.

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

Signed, sealed, delivered by..... the ..... (for the Procuring entity)

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

**CONFIDENTIAL BUSINESS QUESTIONNAIRE**

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

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

**PART 1:**

**GENERAL**

Business Name

.....  
Location of Business Premises

.....  
Plot No, .....

Street/Road.....

Postal address ..... Tel No. ....Fax Email

.....  
..... Nature of  
Business

.....  
..... Registration Certificate No.

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

Name of your bankers.....

Branch.....

**PART II: SOLE PROPRIETOR**

Part 2 (a) – Sole Proprietor Your name in full..... Age.....

Nationality.....Country of Origin.....

Citizenship details .....

Part 2 (b) – Partnership Given details of partners as follows Name Nationality Citizenship  
Details Shares

1.....

2.....

3.....

4.....

Part 2 (c) – Registered Company Private or Public State the nominal and issued capital of  
company Nominal Kshs. Issued Kshs. Given details of all directors as follows Name  
Nationality Citizenship Details Shares

1.....

2.....

3.....

4.....

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

## TENDER SECURITY FORM

Whereas [*name of Bidder*] (hereinafter called <the tenderer> has submitted its bid dated [*date of submission of bid*] for the provision of insurance services (hereinafter called <the tender? KNOW ALL PEOPLE by these presents that WE [*name of bank*] of [*name of country*], having our registered office at [*name of procuring entity*] (hereinafter called <the procuring entity> in the sum of [*state the amount*] for which payment well and truly to be made to the said procuring entity, the Bank binds itself, its successors, and assigns by these presents. Sealed with the Common Seal of the said Bank this day of 20 .....

THE CONDITIONS of this obligation are:

1. If the tenderer withdraws its tender during the period of tender validity specified by the procuring entity on the Form; or
2. If the tender, 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 tenders.

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 conditions, specifying the occurred condition(s)

This tender guarantee will remain in force up to and including thirty (30) days after the period of tender validity, and any demand in respect thereof should reach the Bank not later than the above stated date.

[Authorized Signatories and official stamp of the Bank]

*(Amend accordingly if provided by Insurance Company)*

**PERFORMANCE SECURITY FORM**

To: .....

*[Name of procuring entity]*

WHEREAS ..... *[name of tenderer]* (Hereinafter called “the tenderer”) has undertaken, in pursuance of Contract No.

*[reference number of the contract]* dated 20 to supply

..... *[description of insurance services]* (Hereinafter called “the Contract”)

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

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

THEREFORE WE hereby affirm that we are Guarantors and responsible to you, on behalf of the tenderer, up to a total of ..... *[amount of the guarantee in words and figures]*,

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

This guarantee is valid until the day of 20

Signature and seal of the Guarantors

*[Name of bank of financial institution]*

*[Address]*

*[Date]* (Amend accordingly if provided by Insurance Company)

**MEDICAL INSURANCE SCHEME BENEFITS COVER FOR COMMISSIONERS AND DEPENDANTS**

<b>NUMBER OF COMMISSIONERS</b>	<b>FAMILY SIZE</b>
<b>9</b>	<b>M+5</b>

a) Inpatient Limits

	<b>Description Of Insurance Cover</b>	<b>Total Premium (Kshs.)</b>
6.	Inpatient Cost	
7.	Outpatient Cost	
8.	Maternity Cost	
9.	Dental Cost	
10.	Optical Cost	
	<b>GRAND TOTALS</b>	

b) Outpatient limits

	<b>Description Of Insurance Cover</b>	<b>Total Premium (Kshs.)</b>
6.	Inpatient Cost	
7.	Outpatient Cost	
8.	Maternity Cost	
9.	Dental Cost	
10.	Optical Cost	
	<b>GRAND TOTALS</b>	

**c) Maternity:**

Cover Limit per family	Premium
200,000/=	

**d) Dental**

Cover Limit per member	Premium
70,000/=	

**e) Optical**

Cover Limit per member	Premium
70,000/=	

**PREMIUM SUMMARY COSTS.**

<b>Item No.</b>	<b>Description Of Insurance Cover</b>	<b>Total Premium (Kshs)</b>
<b>1.</b>	<b>Inpatient Cost</b>	
<b>2.</b>	<b>Outpatient Cost</b>	
<b>3.</b>	<b>Maternity Cost</b>	
<b>4.</b>	<b>Dental Cost</b>	
<b>5.</b>	<b>Optical Cost</b>	
<b>GRAND TOTALS</b>		

**NB:** Annual premium will be paid either once (or equal installments) at the beginning of the policy.

**Signature and Stamp of tenderer:** \_\_\_\_\_

*Note:* In case of discrepancy between unit premium and total, the unit premium shall prevail.