TENDER

FOR

PROVISION OF MEDICAL INSURANCE COVER FOR STAFF MEMBERS AND DEPENDENTS.

(Insurance Underwriters Only)

TENDER NO. KRSRBS/PLM/C221-002

CLOSING DATE: 3rd JUNE 2025

TIME: 11.00 AM.

The Chief Executive Officer
Kenya Railways Staff Retirement Benefits Scheme,
Workshop Rd, Off Haile Selassie Avenue
P. O. Box 46796 -00100, NAIROBI

Tel: 0719 314-249

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SECTION I - INVITATION FOR TENDERS

Date 16th May 2025

TENDER REF. NO. *KRSRBS/PLM/C221-002* TENDER **NAME** *PROVISION OF MEDICAL INSURANCE COVER FOR STAFF AND THEIR DEPENDENTS.*

1.1 The Kenya Railways Staff Retirement Benefits Scheme invites sealed tenders from eligible candidates for provision of medical insurance cover for our staff members and their dependents for a period of 1-year renewable once subject to performance.

1.2 Interested eligible candidates may obtain further information from and inspect the tender documents at

Office of the Chief Executive Officer
Kenya Railways Staff Retirement Benefits Scheme,
Workshop Rd, Off Haile Selassie Avenue
P. O. Box 46796 -00100, NAIROBI

During normal office working hours 8.00 AM – 5.00 PM Monday till Friday.

1.3 A complete set of tender documents may be purchased or obtained by interested tenders upon payment of a non- refundable fees of KES 1,000 Banker's Cheque and payable to the address given below.

Bank Name: Kenya Commercial Bank
A/c Name: Pension Disbursement A/c
A/c Number: 1102397326

Tender documents obtained electronically will be free of charge.

1.4 Prices quoted should be net inclusive of all taxes, and delivery costs, must be in Kenya Shillings and shall remain valid for 14 days from the closing date of the tender.

1.5 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

Office of the Chief Executive Officer
Kenya Railways Staff Retirement Benefits Scheme,
Workshop Rd, Off Haile Selassie Avenue
P. O. Box 46796 -00100, NAIROBI

On or before **3rd June 2025** at **11am.**

1.6 Tenders will be opened immediately thereafter in the presence of the candidates' representatives who choose to attend at

Scheme's Boardroom,
Kenya Railways Staff Retirement Benefits Scheme,
Workshop Rd, Off Haile Selassie Avenue
P. O. Box 46796 -00100, NAIROBI.

SIGNED FOR AND ON BEHALF OF,
Kenya Railways Staff Retirement Benefits Scheme (KRSRBS)

CS. ISAAC SILA
CHIEF EXECUTIVE OFFICER/ TRUST SECRETARY

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, board 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 be Kshs 1000/=

2.2.3 The procuring entity shall allow the tenderer to review 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

(xiii) Declaration Form

(xiv) Request for Review Form

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

2.4 Clarification of Tender Documents

2.4.1 A Candidate making inquiries of the tender documents may notify the 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 seven (7) 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 3 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 and 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

2.9.1 The tenderer shall indicate on the form of tender and the appropriate Price Schedule the unit prices and total tender price of the services it proposes to provide under the contract.

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

2.9.3 Prices quoted by the tenderer shall remain fixed during the Term of the contract unless otherwise agreed by the parties. A tender submitted with an adjustable price quotation will be treated as nonresponsive 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 it's tender is accepted.

2.11.2 The documentary evidence of the tenderer's qualifications to perform the contract if its tender is accepted shall establish to the 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 as 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.

(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 60 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 3rd June 2025 at 11.00AM"

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**

2.16.1 Tenders must be received by the Procuring entity at the address specified under paragraph 2.15.2 not later than Tuesday 3rd June 2025 at 11.00 AM.

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.

2.16.3 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, at 11.am on Tuesday 3rd June 2025 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 tenderer's' 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 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 following factors, in the manner and to the extent indicated below.

(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

ii. 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.

2.22.3 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 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 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 is qualification or who refuses to enter into a contract after notification of contract award shall be considered for debarment from participating in future public procurement.

2.27 Notification of Award

2.27.1 Prior to the expiration of the period of tender validity, 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

Notes on the Appendix to the Instruction to Tenderers

1. The Appendix to instructions to tenderers is intended to assist the procuring entity in providing specific information in relation to corresponding clause in the instructions to Tenderers included in Section II and has to be prepared for each specific procurement.

2. The procuring entity should specify in the appendix information and requirements specific to the circumstances of the procuring entity, the procuring of the procurement, and the tender evaluation criteria that will apply to the tenders.

3. In preparing the Appendix the following aspects should be taken into consideration;

    (a) The information that specifies and complements provisions of Section II to be incorporated.
    (b) Amendments and/or supplements if any, to provisions of Section II as necessitated by the circumstances of the specific procurement to be also incorporated.

4. Section II should remain unchanged and can only be amended through the Appendix to instructions to tenders.

5. Any clause to be included in the appendix to instructions to tenderers must be consistent with the applicable public procurement law and regulations.

Appendix to instructions to Tenderers

The following information is 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.

ITT Reference	**A. General**
ITT 1	The Tender Reference No. is: **KRSRBS/PLM/C221-002** The procuring entity is: **Kenya Railways Staff Retirement Benefits Scheme** The tender name is: **TENDER FOR PROVISION OF MEDICAL INSURANCE COVER FOR STAFF MEMBER&THEIR DEPENDANTS.**
ITT 2	**Electronic –Procurement System** The procurement Entity shall use the following electronic system to manage this tendering process: **NOT APPLICABLE** The Electronic Procurement system shall be used to manage the following aspects of the Tendering process: **NOT APPLICABLE**

ITT 3	The intended date commencing providing the staff medical insurance services is: **1st July 2025** The insurance duration for each item will be **One Year(1YR).**
	Maximum number of members in the Joint Venture (JV) shall be: **NOT APPLICABLE**

	B. Content of Tendering Document
ITT 5	(i) The tenderer will submit any request for clarification in writing at the address: **quotations@krsrbs.co.ke to reach the procuring entity not later than Tuesday, 3rd June 2025 at 11AM.** (ii) The Kenya Railways Staff Retirement Benefits Scheme shall publish its response at the website: www.krsrbs.co.ke or www.tenders.go.ke
ITT 6	(A) A pre-arranged pretender site visit **SHALL NOT** take place
ITT 7	The Tenderer Will Submit any questions in writing, to reach the procuring entity not later than 3rd June 2025 at 11am. Before the Meeting: **NOT APPLICABLE**
ITT 8	The Procuring Entity's Website where Minutes of the pre- Tender meeting and the pre- arranged pretender will be published is: **NOT APPLICABLE**
ITT 9	The prices quoted by the Tenderer **SHALL NOT** be subject to adjustment during the performance of the contract
ITT 10	The currency of the Tender and the currency of payments shall be in **KENYA SHILLINGS**
ITT 11	Prequalification **HAS NOT** been undertaken
ITT 12	The tender validity shall be **60 DAYS** from the deadline of submission of tenders

ITT 13	A tender security of Kshs. **100,000.00** shall be required. The security shall be from recognized financial institutions.
ITT 14	In addition to the original of the Tender, the number of copies is : **One**

ITT 15	The written confirmation of authorization to sign on behalf of the Tenderer shall consist of: **Power of Attorney duly certified by a commissioner for oaths**
	C. Submission and Opening of Tenders

ITT 16	For Tender submission purposes only, **The Chief Executive Officer** **Kenya Railways Staff Retirement Benefits Scheme,** **Workshop Rd, Off Haile Selassie Avenue** **P. O. Box 46796 -00100, NAIROBI**
ITT 17	The deadline for Tender submission is **Tuesday 3rd June, 2025** to be received on or before **11.00 am** Tenderers shall not have the option of submitting their tenders electronically, electronic tender submission procedures shall: **NOT APPLICABLE**
ITT 18	The Tender opening shall take place immediately thereafter in the presence of the candidate's representatives who choose to attend at the **Scheme's Boardroom,** **Kenya Railways Staff Retirement Benefits Scheme,** **Workshop Rd, Off Haile Selassie Avenue** **P. O. Box 46796 -00100, NAIROBI** Board room
ITT 19	The electronic Tender Opening procedures shall be: **NOT APPLICABLE**
ITT 20	The Form of Tender and price Schedule of requirements shall be initialed by **Tender Opening Committee** attending Tender Opening.
	D. EVALUATION AND COMPARISON OF TENDERS
ITT 21	The currency shall be in **KENYA SHILLINGS** and the source of exchange rate shall be the Central Bank of Kenya as at the time of opening of tenders.
ITT 22	Margin of preference shall not be allowed: **NOT APPLICABLE**

	E. AWARD OF CONTRACT
ITT 23	The negotiation will be held at the **Kenya Railways Staff Retirement Benefits Scheme Offices**
ITT 24	The procedures for making a Procurement-related Complaint are available from the PPRA Website www.ppra.go.ke or email complaints@ppra.go.ke.

SECTION III - EVALUATION AND QUALIFICATION CRITERIA

1. General Provision

Wherever a Tenderer is required to state a monetary amount, Tenderers should indicate the Kenya Shilling equivalent using the rate of exchange determined as follows:

a) For business turn over or financial data required for each year - Exchange rate prevailing on the last day of the respective calendar year (in which the amounts for that year is to be converted) was originally established.

b) Value of single contract-Exchange rate prevailing on the date of the contract signature.

c) Exchange rates shall be taken from the publicly available source identified in the ITT. Any error in determining the exchange rates in the Tender may be corrected by the Procuring Entity.

This section contains the criteria that the Employer shall use to evaluate tender and qualify tenderers. No other factors, methods or criteria shall be used other than specified in this tender document. The Tenderer shall provide all the information requested in the forms included in Section IV, Tendering Forms. The Procuring Entity should use **the Standard Tender Evaluation Report for Goods and Works** for evaluating Tenders.

Evaluation and contract award Criteria

The Procuring Entity shall use the criteria and methodologies listed in this Section to evaluate tenders and arrive at the Lowest Evaluated Tender. The tender that (I) meets the qualification criteria, (ii) has been determined to be substantially responsive to the Tender Documents, and (iii) is determined to have the Lowest Evaluated Tender price shall be selected for award of contract.

2. Preliminary examination for Determination of Responsiveness

Stage 1: Mandatory Requirements

The following Mandatory Requirements must be met notwithstanding other requirements in the document:

EVALUATION CRITERIA

A. PRELIMINARY REQUIREMENTS (MANDATORY)

Insurance underwriters only.

S/NO.	Documents to be submitted	YES/NO
MR1	Submit an original and copy of the bid document	
MR2	Submit a Copy of Certificate of Registration or Incorporation	
MR3	Submit a fully filled beneficial ownership form and attach a current copy of CR12 or CR13 issued by the registrar of companies showing the shareholders of the firm, citizenship or a list of directors of shareholders, shareholding and citizenship	
MR4	Submit a current Tax Compliance Certificate from Kenya Revenue Authority valid up to/past date of opening of tender	
MR5	Submit a current business permit	
MR6	Submit proof of doing medical insurance for the last 10 years (Provide Insurance Regulatory Authority licenses for the medical class)	
MR7	Submit a duly completed, signed and stamped Confidential Business Questionnaire form in the format provided in the tender documents.	
MR8	Submit a copy of the certificate of registration and a current valid license issued by Insurance Regulatory Authority	
MR9	Submit a valid membership certificate for year 2025 from the Association of Kenya Insurers (AKI).	
MR10	The underwriter must submit a sample policy document for the medical cover for in- patient, out- patient, maternity, dental, optical and excess of loss.	
MR11	Submit fully filled Form of Tender in the format provided in the tender document.	

MR12	The underwriter must Submit Original Tender Security in the form of bank guarantee from a reputable bank, in the format provided in the tender documents of **Kshs. 100,000** valid for **60 days** after date of tender opening	
MR13	The underwriter must Provide a list of all the exclusions under in- patient and out-patient. If the Scheme does not have any exclusions, please confirm the same in writing.	

MR14	Submit a duly filled SD1 form (self-declaration form that the person/tenderer is not debarred in the matter of the Public Procurement and Asset Disposal Act, 2015)	
MR15	Submit a duly filled SD2 form (self-declaration form that the person/tenderer will not engage in any corrupt or any fraudulent practice)	
MR16	Submit a duly filled self-declaration and commitment to the code of ethics.	
MR17	Submit a certificate of independent tender determination form	
MR18	The Tender Document must be Serialized/Paginated from the first page to the last page in the format of 1,2,3,4 … including all attachments	
MR19	Submit Certified copies of Audited financial statements for the years 2022,2023 and 2024	
MR20	Submit a commitment letter to provide cover without sub limits as indicated in the TORs (Within inpatient and Outpatient limits for all conditions)	
MR21	Submit proof from IRA confirming medical reinsurance arrangement and medical treaty for the year 2025. (Evidence IRA Letter and Reinsurance Slips)	
MR22	Submit a country wide list of approved health providers where they have credit facilities (WRSC reserves the right to confirm directly with providers the existence of credit facilities). (Evidence list/ panel of service providers spread Nationally, Regionally and Overseas)	
MR23	The tender must be duly signed by the person lawfully authorized to do so. attach power of attorney	

MR24	Submit an original and copy of the bid document as issued by the Procuring entity (Tenderers should not mutilate the tender document or insert a cover page).	
MR25	Submit a Letter from IRA appointing the Principal Officer	
MR26	Must have a paid-up capital of at least Kshs.200 Million and above (attach evidence).	
MR 27	Provide proof of valid professional indemnity of at least Kshs. 300 Million	
MR 28	Must have handled medical premium of at least 3 Billion in each of the last three years 2022,2023,2024 (Attach IRA Report)	

At this stage, the tenderer's submission will either be responsive or non-responsive. The non-responsive submissions will be eliminated from the entire evaluation process and will not be considered further.

Stage 2: Technical Evaluation

Due diligence will be done to confirm authenticity of the documents submitted.

Bidders scoring a total of 75% and above at the technical evaluation stage will proceed to the final stage of financial evaluation.

2. TECHNICAL EVALUATION CRITERIA

Insurance Underwriters Only.

S/No	Evaluation criteria	Evaluation Attribute	Sub-Criteria	Score
1.	Firm's Experience in underwriting business (Attach full copy of signed contracts, LPOs, LSOs.	Evidence of 10 years and above in medical insurance	10 years and above = 5 Marks Others prorated at: No. of years x5 Marks ────────── 10 Years	5mks
		Evidence of provision of medical insurance to at least five (5) current and reputable clients	5 clients and above = 10 Marks Others prorated at: No. of clients x10 Marks ────────── 5 clients	10mks
		A medical insurance premium of Kshs. 50 Million and above for each of the five (5) clients above	250 Million and above = 10 Marks Others prorated at: Premium x10 Marks ────────── 250Million	

2.	Client Recommendations with Rating of performance	Recommendation letters from at Least 5 clients covered in medical insurance. In the Letter, the contracting manager/ organization must give a rating on your performance based on a scale of excellent, Good or Average.	• Excellent 2 marks@5=5mks • Good- 1mks@5=2 • Average- 0 mark@5=0	5mks
3.	Firm's Financial Capability/ Soundness	i. Current Ratio	• 1:1 and above = 5marks • Below 2:1 gets Zero	5mks
		ii. Quick Ratio (Acid test)	• 1:1 =5marks • Others get zero	5mks
		iii. Medical Premium Turnover for the Last two Years of Kshs. 3billion per Year Provide audited accounts	• 3billion and above = 5 marks • Others prorated $\frac{\text{Medical Turnover x 5marks}}{3}$	5mks

4.	Claim settlement and business portfolio	Proof of claim settlement for year 2023 (Attach summary extract from IRA report) Submit evidence of handling Medical Claims (Attach IRA extract)	• Claim settlement ratio 60% and above (10 marks) • Others prorated at Ratio x 5 marks ——— 60 •Average Underwritten medical claims of over Kshs.500 Million as reported to IRA for the last two Years (2022& 2023) (5 Marks) • Others prorated Medical claims x 5 marks ——— 500,000,000	10mks

5.	Professional qualifications and experience of the underwriter's personnel	**Principal Officer**	• Bachelor's Degree in Insurance or related field (1 mark) • Provide ACII or IIK certificate (1 mark) • Provide valid membership to a professional body in good standing (1mark) • Provide Curriculum Vitae (CV) for the Principal Officer with minimum experience in handling medical insurance business of at least 10 years. (2 marks)	5mks
.		Other key staff members	**Case Manager** • Bachelor Degree and AIIK/ACII Holder(2Marks) **Underwriter Manager** • Bachelor Degree and AIIK/ACII Holder (2Marks) **Liaison /Relationship Manager** • Bachelor Degree and AIIK/ACII Holder (2Marks) **Two medical doctors** • MBCHB Holder(2Marks) **Claims Manager** • Bachelor Degree and AIIK/ACII Holder (2Marks)	10mks

6.	Evidence of an Installed IT System/ Biometric system for claims management	Submit installation certificate, proof of payment of licenses and contract execution	• Certificate (2 marks) • Proof of payment of licenses (2 marks) • Contract Execution(2 marks)	6mks
	The underwriter Adequacy of Medical Service Providers	The Bidder should have a wide network of Medical Service Providers within all the 47 counties (a list of providers should be provided and summary of provider list)	• All the 47 counties – 5 Marks • 30 Counties- 2 Marks • Below 30 – 0 Marks	5mks
8.	The underwriter Emergency Evacuation	The Bidder should provide a list of companies, their contacts and attach valid Contractual agreements	• Emergency Air Evacuation (at least 1) – 2 marks • Road Ambulance Services (one provider) – 2 marks • Overseas provider at least one(1 Mark)	5mks

		The underwriter to Provide Methodology & Work plan (The Bidder to indicate the procedures and timelines for the following services. Marks will be awarded for the procedures and how	Process Last Expense for principle member or their dependents (3mks)	14 mks
			Claims Reimbursement (3mks)	
			Refund of prorated premiums for staff who have exited from the Medical Scheme Database (3mk)	
9.	Methodology and work plan	it easily facilitates service delivery)	Handling entries and exits to the Medical Scheme. All new members added to medical scheme either through Employment (1mk) Reinstatements, Marriage or Newly born children(1mk)	
			Authorizations/ approval for services where required (1mk)	
			Overseas referrals and emergency evacuation (2mk)	
	TOTAL			**100mks**

Total Score for Technical Evaluation is 100marks.Only bidders who score 75% and above will be considered for Financial Evaluation. Those who score below 75marks will be eliminated at this stage from the entire evaluation process and will not be considered further.

Stage 3:

a) Financial Evaluation

Bidder scoring a total of 75% and above in stage two will be subjected to financial evaluation. The award will be to the lowest evaluated bidder.

b) Award Criteria

KRSRBS 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.

4. Multiple Contracts

Multiple contracts will be not permitted in accordance with ITT 35.4. Tenderers are evaluated on basis of items and the lowest evaluated tenderer identified for each item.

5. **Alternative Tenders (ITT14.1)** In addition to the original of the Tender, the number of copies is: **One**

6. MARGIN OF PREFERENCE

Apply Margin of Preference, if so allowed to all evaluated and accepted tenders as follows.
If the **TDS** so specifies, the Procuring Entity will grant a margin of preference of fifteen percent (15%) to be loaded on evaluated prices of the foreign tenderers, where the percentage of shareholding of Kenyan citizens is less than fifty-one percent (51%). Contractors applying for such preference shall be asked to provide, as part of the data for qualification, such information, including details of ownership, as shall be required to determine whether, according to the classification established by the Procuring Entity, a particular contractor or group of contractors qualifies fora margin of preference. After Tenders have been received and reviewed by the Procuring Entity, responsive Tenders shall be assessed to ascertain their percentage of shareholding of Kenyan citizens.
Responsive tenders shall be classified into the following groups:

i) *Group A:* tenders offered by Kenyan insurers and other Tenderers where Kenyan citizens hold shares of over fifty one percent (51%).

ii) ii) *Group B:* tenders offered by foreign insurers and other Tenderers where Kenyan citizens hold shares of less than fifty one percent (51%). All evaluated tenders in each group shall, as a first evaluation step, be compared to determine the lowest tender, and the lowest evaluated tender in each group shall be further compared with each other. If, as a result of this comparison, at tender from Group A is the lowest, it shall be selected for the award. If a tender from Group B is the lowest, an amount equal to the percentage indicated in Item 5.1(c) of the respective tender price, including unconditional discounts, if any, shall be added to the evaluated price offered in each tender from Group B. All tenders shall then be compared using new prices with added prices to Group B and the lowest evaluated tender from Group A. If the tender from Group A is still the lowest tender, it shall be selected for award. If not, the lowest evaluated tender from Group B based on the first evaluation price shall be selected.

7. **Post Qualification Criteria Post qualification and Contract award, more specifically,**

a) In case the tender was subject to post-qualification, the contract shall be awarded to the lowest evaluated tenderer, subject to confirmation of pre-qualification data, if so required.

b) In case the tender was not subject to post-qualification, the tender that has been determined to be the lowest evaluated tenderer shall be considered for contract award, subject to confirmation of responsiveness to the requirements as set in the tender document

a) History of non-performing contracts:

Tenderer and each member of JV in case the Tenderer is a JV, shall demonstrate that Non- performance of a contract did not occur because of the default of the Tenderer, or the member of a JV in the last_(*specify years*). The required information shall be furnished in the appropriate form.

b) Pending Litigation

Financial position and prospective long-term profitability of the Single Tenderer, and in the case the Tenderer is a JV, of each member of the JV, shall remain sound according to criteria established with respect to Financial Capability under Paragraph (i) above i fall pending litigation will be resolved against the Tenderer. Tenderer shall provide information on pending litigations in the appropriate form.

c) Litigation History

There shall be no consistent history of court/arbitral award decisions against the Tenderer, in the last 10 years. All parties to the contract shall furnish the Information in the appropriate form about any litigation or arbitration resulting from contracts completed or ongoing under its execution over the years specified. A consistent history of awards against the Tenderer or any member of a JV may result in rejection of the tender.

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 Thirty (30) 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:

a) 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 warrant 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

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

3.82. 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 contractor.

3.9. Prices

3.9.1 Prices charges 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 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 25% 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

3.11.1The 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.

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

(c) 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

Notes on Special Conditions of Contract

1. The clauses in this section are intended to assist the procuring entity in providing contract-specific information in relation to corresponding clauses in the General Conditions of Contract

2. The Provisions of Section IV complement the General Conditions of Contract included in Section III, specifying contractual requirements linked to the special circumstances of the procuring entity and the insurance cover required. In preparing Section IV, the following aspects should be taken into consideration.

    (a) Information that complements provisions of Section III must be incorporated; and

    (b) Amendments and/or supplements to provisions of Section III, as necessitated by the circumstances of the specific insurance cover required must also be incorporated.

3. Where there is a conflict between the provisions of the special conditions of contract and the provisions of the general conditions of contract, the provisions of the special conditions of contract shall prevail over the provisions of the general conditions of contract.

4. Any clause to be included in this section must be consistent with the applicable public procurement law and regulations.

SECTION IV – SPECIAL CONDITIONS OF CONTRACT

4.1. CONDITIONS TO BE MET BY THE INSURANCE COMPANY

4.1. Must meet all requirements as per the mandatory requirements

Other Required Documents are as per the stated mandatory, technical and financial requirements.

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

- Special Conditions of contract shall supplement the General Conditions of Contract. Whenever there is a conflict, between the GCC and SCC, the provisions of the SCC herein shall prevail over these in the GCC.
- Special conditions of contract as relates to the GCC.

Reference of general conditions of contract	Special condition of contract
Stage 3(b). Award Criteria	Tender will be awarded to the firm with the highest combined Technical and Financial Score.
3.6 Performance Security	Performance Security required will be 10% of the contract value. Must be in form of bank guarantee valid in Kenya. Within 30days of receipt of contract.
3.8 Payment	Payment shall be made after signing of the contract.
3.9 Prices	The Prices offered shall be fixed for the period stated in the Tender Invitation.
3.14. Resolution of disputes	The KRSRBS 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.
3.16 Applicable law	This shall Remain Kenyan Law.

3.18 Notices	Client: The CEO, Kenya Railways Staff Retirement Benefits Scheme. P.O Box 46796-00100, Tel:+254719314249 Email: admin@krsrbs.co.ke

SECTION V - SCHEDULE OF REQUIREMENTS

Notes for preparing Schedule of Requirements.

1. The schedule of Requirements shall be included in the tender documents by the procuring entity and shall cover, at the minimum, a description of the insurance cover to be provided and full particulars of the same.

2. The objectives of the schedule of requirements is to provide sufficient information to enable tenderers to prepare their tenders comprehensively, efficiently and accurately. In particular the price schedule for which a form is provided in Section VI must be carefully completed.

3. In addition, the schedule of requirements together with the price schedule should serve as a basis in the event of services variation at the time of award of contract pursuant to instruction to tenderers paragraph 2.26.

SECTION V - SCHEDULE OF REQUIREMENTS

1. (DETAILS OF INSURANCE COVERS)

No.	Particulars of Insurance	Value to be insured	Risks to be covered
1.			

2.			
3.			

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……………………………………………………………

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 ………………………………………2024

[Signature]……………………………[In the capacity of………………………………………………

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

………………………………………………………………………………………………………

Price Schedule Form

ITEM NO.	DESCRIPTION OF INSURANCE COVER	TOTAL PREMIUM (KSHS.)
1.	INPATIENT COVER	
2.	OUTPATIENT COVER	
3	DENTAL COVER	
4	OPTICAL COVER	
5.	MATERNITY COVER	
6.	LAST EXPENSE COVER	
	TOTAL PREMIUM	

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 Insurance cover and has accepted a tender by the tenderer for Provision of Insurance services in the sum of …….. [Contract price in words and 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 be read and construed as part of this Agreement:
   - (a) the Tender Form and the Price Schedule submitted by the tenderer;
   - (b) the Schedule of Requirements.
   - (c) the Details of cover.
   - (d) the General Conditions of Contract.
   - (e) the Special Conditions of Contract; and
   - (f) the Procuring entity's Notification of Award
3. In consideration of the payments to be made by the Procuring entity to the tenderer as hereinafter mentioned, the tenderer hereby covenants with the Procuring entity to provide the Insurance 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……………………………………………………………………………

(for the tenderer) in the presence of………………………………………………………………………

CONFIDENTIAL BUSINESS QUESTIONNAIRE

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

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

Business Name...

Location of business premises...

Plot No..

Street/Road..

Postal Address ....

Tel. No. ....

Fax ....

Email ....

Nature of business...

Registration Certificate No..

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

....

Name of your bankers ....

Branch..

Part 2(a) – Sole Proprietor:

Your name in full ....

Age ....

Nationality ....

Country of origin ....

Citizenship details...

Party 2(b) – Partnership
Give details of partners as follows

Name	Nationality	Citizenship Details Shares

1. ………………………………………………………………………………………………….

2. ………………………………………………………………………………………………….

3. ………………………………………………………………………………………………….

4. ………………………………………………………………………………………………….

5. ………………………………………………………………………………………………….

Part 2(c) – Registered Company:

Private or public ………………………………………………………………………………

State the nominal and issued capital of the company –

Nominal Kshs..……………………………………………

Issued Kshs……………………………………………………

Give details of all directors as follows

Name	Nationality	Citizenship Details

1. ………………………………………………………………………………………………….

2. ………………………………………………………………………………………………….

3. ………………………………………………………………………………………………….

4. ………………………………………………………………………………………………….

5. ………………………………………………………………………………………………….

Date……………………………………….. Signature of Tenderer ……………………………..

If a citizen, indicate under "Citizenship Details" whether by Birth, Naturalization or Registration.

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…………………………………………… [location of bank] 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…………………...2024

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 _______________ 2025 to provide .... *[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:

THERFEFORE 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 ________________ 2025

Signature and seal of the Guarantors

....
[Name of bank of financial institution]

....
[Address]

....

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

LETTER OF NOTIFICATION OF AWARD

Address of Procuring Entity

____

____

To: ________________________

____

____

____

RE: Tender No.________________________

Tender Name________________________

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

____

____

1. Please acknowledge receipt of this letter of notification signifying your acceptance.

2. The contract/contracts shall be signed by the parties within 30 days of the date of this letter but not earlier than 14 days from the date of the letter.

3. You may contact the officer(s) whose particulars appear below on the subject matter of this letter of notification of award.

(FULL PARTICULARS)

____

____

SIGNED FOR ACCOUNTING OFFICER

FORM RB 1

REPUBLIC OF KENYA
PUBLIC PROCUREMENT ADMINISTRATIVE REVIEW BOARD

APPLICATION NO…………….OF……….….20……..

BETWEEN

…………………………………………….APPLICANT

AND

………………………………….RESPONDENT *(Procuring Entity)*

Request for review of the decision of the………….. *(Name of the Procuring Entity)* of ……………dated **the…day of …………20……….in the matter of Tender No………..…of …………..20….**

REQUEST FOR REVIEW

I/We……………………………,the above named Applicant(s), of address: Physical address…………….Fax No……Tel. No……………..…..Email ……………………..…………, hereby request the Public Procurement Administrative Review Board to review the whole/part of the above mentioned decision on the following ground, namely:-

1.

2.

Etc.

By this memorandum, the Applicant requests the Board for an order/orders that: -

1.

2.

Etc.

SIGNED ………………………………. (Applicant)

Dated on…………….day of ……………/…20…

FOR OFFICIAL USE ONLY

Lodged with the Secretary Public Procurement Administrative Review Board on ………… day of ………....20….….………

SIGNED
Board Secretary

TERMS OF REFERENCE FOR PROVISION OF MEDICAL INSURANCE COVER FOR STAFF MEMBERS

Provision of medical insurance cover for Staff members from 1st July, 2025 to 30th June, 2026.

General Objective

The general objective of this medical scheme is to provide comprehensive medical benefits to employees of KRSRBS.

Specific Objectives

1. To ensure that medical scheme beneficiaries have continuous healthcare.
2. To ensure that healthcare is paid for by the correct parties and correct amounts.
3. To provide healthcare to all beneficiaries who need it, regardless of their age and state of health.
4. To improve the general wellness of beneficiaries hence reducing the risk of prevalence of serious conditions which are expensive to treat.
5. To protect the medical interests of beneficiaries.
6. To institutionalize regular medical check-ups for all beneficiaries.
7. To enhance emergency first aid, nursing care and any further medical examinations (electrocardiogram, hearing test, sight test, lung capacity test) for all beneficiaries.
8. To offer acceptance of responsibility for medical prevention in the event of official travel abroad (vaccinations, advice) blood tests for hematological and biochemical evaluations, according to occupational hazards.
9. Follow-up of the work-related accident or occupational-related illnesses.

Definitions of Terms

1. **"Age limit of children"** means from birth to 18 years. Children above 18 years up to 25 years must be full-time students at any accredited college or university. **(Note: A child born alive shall immediately be considered to be a member of the scheme)**
2. **"Benefits limits"** means the annual approved limits and such limits as spelt out in the Benefit Limit Schedule.
3. **"Dependent"** means legal wife/husband (one) of an employee (but not including those legally separated) or the person living with an employee in a recognized husband and wife relationship, who is registered as such in the company records.
4. **"Dependent Child"** Means an unmarried and unemployed child including adopted child (with the required documentations as required by law) up to the age of 25 years and is in College and substantially dependent on the employee for his/her livelihood. Children with disabilities severe and wholly dependent on the employee will be considered as dependent children.
5. **"Employee"** means a person employed by KRSRBS.
6. **"Principal Member"** means an employee of KRSRBS who is covered in the scheme except those on casual terms, on internship or attachment.
7. **"Scheme Administrator"** means the person or company appointed under an instrument by KRSRBS to manage the administrative affairs of the scheme.

Scope of the Medical Cover

KRSRBS is a Pension scheme for Kenya Railways workers located in Nairobi. Employees, spouses and dependents are distributed throughout the country and as such the successful service provider must have the capacity to serve KRSRBS principal members and their dependents anywhere in Kenya.

Medical privileges under the scheme will be accorded to all employees of KRSRBS aged between 19 years and 60 years as approved by the Board except those on casual terms, on internship or attachment.

The Employees will have dependents who will include their spouses (one) and children aged 25 years and below as approved by KRSRBS.
There will be no waiting period before commencement of the group cover and no waiting period for new members of the scheme. The number of the staff and their immediate dependents may change from time to time and KRSRBS will update the service provider appropriately.

In-Patient Treatment
To have salient features including but not limited to;

1. Hospitalization treatment & services covering all necessary and eligible medical treatment and services provided by or on the order of a physician to the member when admitted as a registered patient to a hospital.
2. Treatment of newly diagnosed, pre-existing, congenital and chronic ailments i.e. Diabetes, Hypertension, Asthma, heart Disease, Renal Failure, Osteoarthritis, Liver disease, Eczema, Cancers and HIV/Aids etc. without sub-limits.
3. Non-accidental dental in-patient hospitalization covered within the overall in-patient cover limit. Accident related in-patient dental cases covered under the standard in-patient benefits.
4. Non-accidental ophthalmologic in-patient hospitalization covered within the overall in-patient cover limit. Accident-related in-patient Ophthalmologic cases covered under the standard in-patient benefits.
5. Local emergency road & air ambulance services for seriously ill or injured members from the scene of accident or medical event to the nearest health facility or on transfer from one health facility to another in order to receive the urgent medical attention needed.
6. Pre-hospitalization diagnostic services including laboratory, radiology or other necessary medical diagnostic procedures ordered by a physician and which results in the member being admitted.
7. In-patient prescribed drugs/medicines and dressings, Surgical
   Appliances & Nursing Procedures (including prescription on discharge for a maximum of 14 days).
8. Day-care surgery or treatment for minor surgical treatment that may not necessarily require admission, subject to pre-authorization.
9. Parent accommodation – lodger fee in respect of a parent/guardian staying with an insured person under the age of 10 years and is admitted to a hospital as an in-patient.
10. Reconstructive surgery following an accident or following surgery for an eligible medical condition.
11. Post-hospitalization benefit for accident and surgical missions within inpatient limit after discharge per admission.
12. Specialized treatment including but not limited to pediatric, counselling, gynecological treatment, physiotherapy, neurology, surgical operations and procedures, internal prosthesis, drugs and dressings (including CT scans, MRI scans and Bone densitometry scans), psychiatry and psychotherapy treatment etc.

13. Rehabilitation services, Alcohol and drug addiction management.
14. Covid-19 enhancement cover covering all chronic illnesses, Covid-19 tests, treatments and any other related illnesses covered within the full limits under Inpatient cover.

Maternity Cover
To have salient features including but not limited to;

1. Maternity Cover to be a stand-alone cover, not within the inpatient limit.
2. Pregnancy & Maternity related hospitalization
3. Cater for hospitalization costs incurred for normal and caesarean deliveries (include pre-natal and post-natal care and birth trauma).
4. Labour and recovery wards.
5. Professional fees.
6. Other related ailments and complications including ectopic pregnancies and miscarriages.

Out-Patient Treatment
To have salient features including but not limited to;

1. No co-payment.
2. General out-patient services by a licensed general practitioner.
3. Specialized out-patient services by specialists or consultants as referred by a general practitioner including but not limited to pediatric, Counselling, psychiatry, physiotherapy etc.
4. Prescribed diagnostic laboratory and radiology services, X-rays and other diagnostic procedures.
5. Family planning advice, prescribed surgical contraception and procedures.
6. Immunization and vaccination of children not limited to KEPI.
7. Ante-natal and post-natal advice and care.
8. Out-patient prescription drugs and dressing
9. Physiotherapy, outpatient surgical operations and other outpatient services.
10. Diagnosis and treatment of sexually transmitted diseases and management of HIV/AIDS.
11. General consultation, treatment and management of pre-existing, congenital and chronic conditions up to full out-patient limits.
12. Ambulance Services (for emergency treatment only)
13. Wellness programs including deworming, annual medical checkup, PSA test (prostate antigen test) for male employees and spouses and one pap-smear test and a mammogram for female employees and spouses per annum etc.
14. Alcohol and drug addiction management and treatment.

Dental Cover
To have salient features including but not limited to;

1. Dental consultations and gum diseases
2. Extractions
3. Fillings and root canal
4. Scaling

5. Crowning
6. Braces and similar appliances
7. Dental X-rays
8. Dental prescriptions

Optical Cover

To have salient features including but not limited to;

1. Routine optical consultations
2. Optometrist consultations and eye examinations
3. Correction of refractive errors
4. Cost of glasses, lenses (including contact lenses) and frames.
5. Optical prescriptions

Last Expense Cover

The scheme to make a provision for last expense upon the death of a member of the scheme. The benefit to be payable within 48 hours of confirmation of death.

Excess of Loss (XOL) cover

To be included to cater for all excesses incurred in the in-patient cover. A maximum limit of Ksh. 5,000,000 for the entire group with a family limit of the In-patient limit per family (Note: XOL should not have prohibitive clauses and should be quoted separately).

General Conditions to Medical Service Provider

The service provider should commit and confirm that:-

1. Health talks and education will be carried out on regular intervals but at least quarterly.
2. The cover to provide for out-patient testing and treatment and inpatient services for COVID-19 and related complications across the country to enable easy access to the members whenever in need.
3. The list of members is subject to changes by KRSRBS from time to time to update on entry of new members and exit of those who leave.
4. The health providers must be spread nationally and shall include all the leading hospitals in Kenya.
5. The Service provider to provide a list of countrywide provider network and confirm flexibility regarding inclusion of new medical service providers as may be preferred by members and communicated by KRSRBS.
6. New health providers and specialists shall be added to the list upon our request.

7. For pediatric and gynecological cases, members will be at liberty to visit the approved doctors or those doctors with their medical records and history directly without referral from general practitioners.

9. In instances where members have families residing in areas outside the network, treatment will be at the nearest NHIF approved hospital provided the scheme manager is informed within the stipulated time set by the administrator accordingly.

10. The scheme shall introduce and sustain the use of smart card technology.

11. At regular intervals provide utilization report to KRSRBS and subsequently issue members statements to employees.

12. Provide Service performance levels for both out-patient and inpatient schemes stating:
    a) Time frame for settlement of approved claims to providers
    b) Time frame for registration of new-born babies and new members
    c) Time frame for informing members/company of inpatient cases with excluded conditions.

13. Provide list of all excluded conditions.

14. Under special consideration, allow members to attend any other hospital which is not within the Service provider's panel of providers where circumstances necessitate at 100% reimbursement.

MEDICAL BENEFITS SCHEDULE

Detailed hereunder are benefits levels for the beneficiaries in Kshs.

Category	In- Patient (000)	Out-Patient (000)	Dental (000)	Optical (000)	Maternity (000)	Last expense (000)
Category A	3,500	400	80	80	300	100
Category B	2,500	300	70	70	250	100
Category C	2,000	250	60	60	200	100

ESTIMATED POPULATION

The estimated population of beneficiaries of the intended medical scheme is as summarized below:

	1	2	3	4	5	6	7		
Benefits Levels	M	**M+ 1**	**M+ 2**	**M+ 3**	**M+ 4**	**M+ 5**	**M+ 6**	**Principals**	**Total Beneficiaries**
Category A	0	0	0	1	0	0	0	**1**	4
Category B	1	4	4	2	1	1	1	**14**	**47**
Category C	5	1	2	0	0	0	0	**8**	**13**
Total population	**6**	**10**	**18**	**12**	**5**	**6**	**7**	**23**	**64**

1. SCHEDULE OF REQUIREMENTS

	1	2	3	4	5	6	7		
Benefits Levels	**M**	**M+ 1**	**M+ 2**	**M+ 3**	**M+ 4**	**M+ 5**	**M+ 6**	**Principals**	**Total Beneficiaries**
Category A	0	0	0	1	0	0	0	**1**	4
Category B	1	4	4	2	1	1	1	**14**	**47**
Category C	5	1	2	0	0	0	0	**8**	**13**
Total population	**6**	**10**	**18**	**12**	**5**	**6**	**7**	**23**	**64**

Name of Tenderer...

Signature of Tenderer...

[Signature of person signing the Tender]

Date ....