



B O M A S
OF KENYA LTD

TENDER DOCUMENT

FOR

**PROVISION OF STAFF MEDICAL INSURANCE COVER (IN AND
OUT PATIENT)**

TENDER NO. BOK/SMIC/01/2017-18

NOVEMBER 2017

Bomas of Kenya Ltd
P.O. Box 40689-00100
Nairobi
KENYA, EAST AFRICA
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CLOSING DATE: WEDNESDAY, 29/11/2017

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SECTION I - INVITATION FOR TENDERS

TENDER REF. NO: BOK/SMIC/01/2017-18

14th November, 2017

TENDER: TENDER FOR PROVISION OF STAFF MEDICAL INSURANCE COVER (IN & OUT PATIENT)

- 1.1 The Bomas of Kenya Ltd (BoK) invites sealed tenders from eligible candidates (underwriters) for Provision of Staff Medical Insurance cover (in & out patient) for a period of twelve (12) months renewable subject to satisfactory performance.
- 1.2 Interested eligible candidates (underwriters) may obtain further information from our website www.bomasofkenya.co.ke or National treasury Ifmis portal www.supplier.treasury.go.ke and inspect the tender documents at **Bomas of Kenya ltd, Procurement Office, Located at Forest Edge Road, Off Langata Road** during normal office working hours 0800hrs to 1700hrs.
- 1.3 A complete set of tender document may be obtained by **downloading from our website at www.bomasofkenya.go.ke 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 (90) 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 (**Bomas of Kenya Reception**) and be addressed to

**THE GENERAL MANAGER,
BOMAS OF KENYA LTD,
P.O. BOX 40689 – 00100,
NAIROBI.**
so as to be received on or before **Wednesday, 29th , November, 2017 at 1100 Hours.**
- 1.6 Tenders will be opened immediately thereafter in the presence of the candidates or their representatives who choose to attend at **Bomas Of Kenya Ltd, Multi Purpose Hall.**
- 1.7 Bidders are required to serialize/paginate their tender document in a sequential manner before submitting.
- 1.8 Bidders are advised to continuously check the Company website for any addendums that may be issued during the tendering period.

Quresh H. Ahmed
GENERAL MANAGER

SECTION II - INSTRUCTION TO TENDERERS

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SECTION II - INSTRUCTIONS TO TENDERERS

2.1. Eligible Tenderers

- 2.1.1 This Invitation for Provision of Staff Medical Insurance cover from eligible tenderers (Underwriters) 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 BoK's employees, committee members, board members and their relatives (spouse and children) are not eligible to participate in the tender.
- 2.1.3 Tenderers shall provide the qualification information statement that the tenderer (including all members of a joint venture and subcontractors) is not associated, or have been associated in the past, directly or indirectly, with a firm or any of its affiliates which have been engaged by BoK 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 BOK, 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 nil/=.The document to be downloaded by the bidders.
- 2.2.3 BoK 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 comprises the documents listed below .
- (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 BOK by post, or by email at BoK's address indicated in the Invitation for tenders. BoK will respond in writing to any request for clarification of the tender documents, which it receives not later than three (3) days prior to the deadline for the submission of the tenders, prescribed by BoK. Written response will be sent to all candidates who have received the tender documents and also uploaded to the company web

2.4.2 BoK 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.

2.5 Amendment of Tender Documents

2.5.1 At any time prior to the deadline for submission of tenders, BoK, 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/addendum by post or email and such amendment will be binding on them.

2.5.3 In order to allow prospective tenderers reasonable time in which to take the amendment into account in preparing their tenders, BoK, 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 BoK, 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 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 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 BoK's satisfaction that the tenderer has the financial and technical capability necessary to perform the contract.

2.12. Tender Security

- 2.12.1 The tenderer shall furnish, as part of its tender, a tender security for the amount and form specified in the Appendix to Instructions to Tenderers.
- 2.12.2 The tender security shall be Ksh 100,000/=
- 2.12.3 The tender security is required to protect BoK 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 IRA/PPRA
 - 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 BoK 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 expiry 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 **90** days after date of tender opening pursuant to paragraph 2.18. A tender valid for a shorter period shall be rejected by as non-responsive.
- 2.13.2 In exceptional circumstances, BoK 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 **one (1)** 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 be marked as below:

**TENDER REF. NO: BOK/SMIC/01/2017-TENDER FOR PROVISION OF
STAFF MEDICAL INSURANCE COVER**

**“DO NOT OPEN BEFORE WEDNESDAY, 29th NOVEMBER, 2017
AT 1100HRS.” AND**

Addressed To:

**THE GENERAL MANAGER,
BOMAS OF KENYA LTD,
P.O. BOX 40689 – 00100,
NAIROBI.**

- 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, BoK 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 BoK at the address specified under paragraph 2.15.2 not later than **WEDNESDAY, 29th NOVEMBER, 2017 at 1100 hrs.**
- 2.16.2 BoK 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 BoK 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 BoK 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 BOK prior to the deadline prescribed for submission of tenders.
- 2.17.2 The tenderer's modification or withdrawal notice shall be prepared, sealed, marked and dispatched in accordance with the provisions of paragraph 2.15. A withdrawal notice may also be sent by fax or email but followed by a signed confirmation copy, postmarked not later than the deadline for submission of tenders.
- 2.17.3 No tender may be modified after the deadline for submission of tenders.
- 2.17.4 No tender may be withdrawn in the interval between the deadline for submission of tenders and the expiry 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 BoK will open all tenders in the presence of bidders or representatives who may choose to attend at **ON WEDNESDAY, 29TH NOVEMBER, 2017 AT 1100HRS** and in the Multi Purpose hall at Bomas of Kenya Ltd. The tenderers' representatives who are present shall sign a register evidencing their attendance.
- 2.18.2 The tenders' names, tender modifications or withdrawals, tender prices, discounts, and the presence or absence of requisite tender security and such other details as BoK, at its discretion, may consider appropriate, will be announced at the opening.
- 2.18.3 BoK 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 BOK 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 BoK in BoK'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 BoK 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 BoK 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, BoK 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. BoK'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 BoK 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, BoK 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 BoK will evaluate and compare the tenders which have been determined to be substantially responsive, pursuant to paragraph 2.20

2.22.2 BoK'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) BoK 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 BoK'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. BOK may consider the alternative payment schedule offered by the selected tenderer.

2.22.4 The tender evaluation committee shall evaluate the tender within **(30)** days from the date of opening the tender.

2.23. Contacting BoK

2.23.1 Subject to paragraph 2.19 no tenderer shall contact BOK 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 BOK 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 BoK 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 BOK 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 BoK 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. Bomas of Kenya Ltd Right to accept or Reject any or all Tenders

BoK 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 BOK's action. If BoK determines that none of the tenders is responsive, BOK shall notify each tenderer who submitted a tender.

- 2.26.2 BoK 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/her 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 expiry of the period of tender validity, BOK 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 BOK 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 BOK 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 BoK notifies the successful tenderer that its tender has been accepted, BoK 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 BoK.

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 BOK.

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 BOK may make the award to the next lowest evaluated tender or call for new tenders.

2.30 Corrupt or Fraudulent Practices

- 2.30.1 BoK 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 BoK 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 (ITT)

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.

Provisions of Appendix to instructions to Tenderers

Instruction to tender reference	Particulars of Appendix to instructions to tenderers
2.1 Eligible Tenderers	Only Registered Insurance underwriters.
2.4.1 clarification of tender document	General Manager Bomas of Kenya Ltd P.O. Box 40689-00100 Nairobi KENYA, EAST AFRICA TEL.: + 254 020 2381204 procurement@bomasofkenya.co.ke
2.12 Tender Security	Tenderers shall be ksh 100,000/= from a reputable Bank or insurance firm approved by the PPRA valid for 120 days from date of tender closing as per prescribed format.
2.14.1 Number of Tender Copies Required	One original and one copy properly bound and document MUST be sequentially numbered/paginated and initialed on all pages including attachments if any.
2.15.2 (b) State day, date and time of tender opening	Wednesday, 29 th November, 2017 at 1100hrs
2.16.1 State day, date and time of tender closing	As per.2 (b) above
2.16.3 Delivery of bulky documents	Bulky documents to be delivered to the Procurement Office, Bomas of Kenya Nairobi
2.7 Documents comprising the tender	
2.18.1	<i>As 2.15.2 (b) above</i>
2.21	The currency to be used is Kenya Shillings
2.22. The evaluation criteria	See (II) below
2.29.1 performance security	10% Professional indemnity will suffice

- i) The company shall designate an officer(s) to supervise/manage the contract.
- ii) The company shall designate an officer(s) who shall be the contact person(s)

- iii) Where the bidder fails to settle claims to the satisfaction of the company, the contract shall be terminated at the option of the company (BoK)

(II) CRITERIA OF EVALUATION

The method of evaluation will be Merit Point System

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

1.	MANDATORY REQUIREMENTS	POINTS
	Submit a copy of tender security payable to BoK (insurance Brokers only)	YES/NO
a)	Copy of Certificate of Incorporation/Registration	
b)	Duly completed and signed and stamped form of tender	
c)	Duly filled signed and stamped price schedule form	
d)	Copy of Valid Tax Compliance Certificate from KRA	
e)	Registration as a member of AKI for the current year 2017	
f)	Certificate by Commissioner of Insurance (IRA) for the year 2017	
g)	Copy of valid Current Business Permit.	
h)	Submit a tender security of Ksh 100,000/= in form of a bank/insurance guarantee from either commercial banks or insurance companies approved by PPRA valid for 150 days from the date of tender opening. (<i>Note: No self-guarantee, to use tender security from an insurance firm, you have to provide from a different company</i>)	
i)	Attach audited financial statement for the past three years (2014, 2015 & 2016) by firms currently registered by recognized accounting bodies.	
j)	Duly filled, signed and stamped self declaration Forms	
k)	Duly filled, signed and stamped anti corruption declaration form	
l)	Must be in existence for the last five years (proof required)	
m)	Original & copy must be paginated/serialized/numbered sequentially and initialed on all pages and attachments	
n)	Properly bound, numbered, good presented document. Loosed documents will not be accepted.	

B	TECHNICAL EVALUATION OPERATIONS PERFORMANCE & HUMAN RESOURCES	Scores
B1	Corporate clients List of at least four Corporate Clients whom you have served and their recommendation letters (Previous years) (Attach Evidence) The letter must be addressed to BoK and bound in the tender document.(Attach Lso/Contract document 5 marks each	20marks
B2	Give the turnaround period used to settle previous claims upon presentation of all required documents. (Attach evidence) (Underwriter). Show institutions or organizations which you have previously settled their claims within shortest time possible.(Four cases sorted within 1-5 days earns maximum marks) 1-5 days 20marks 6-15 days 10 marks 16-20 days 8 marks 21-30 days 5 days Over 30days 0 Provide evidence of claims settled	20 marks
B3	List at least four (4) key professional staff and their portfolio/tasks, for each professional stated with clear portfolio/ tasks, five (5) marks will be awarded. Attach CVs Qualifications Graduate in insurance 5 marks Indicate name and contacts of the person who will be in charge of the scheme (manager/administrator) if awarded the tender. Diploma holders in insurance (3 marks) Certificate in insurance (1mark)	20marks
B4	Proof of financial capacity-The audited accounts for the last three (3) Years Must show up capital of at least ksh 50 million Ksh 50 million- 100 million.....5 marks Ksh 100 million- Ksh 200million.....10 marks Over Ksh 200million.....15 marks	15Marks
B5	Highest business undertaken in the last three (3) years in Medical Insurance Cover per client. Ksh 25 million -Ksh 35 Million 3 Marks Ksh 36 million- Ksh 45 million.....7Marks Over 45 million.....10 marks	10Marks
B7	Document Conformity/Presented in a required format and numbered/paginated	5 Marks
B8	List of health providers indicating their locations,contact person and telephone(2 marks for up to 15 hospitals,4 marks for 15-30 hospitals and a maximum of 10 marks for over 30 hospitals (increase nationwide Coverage though most of them should be based in Nairobi)	10 marks
	TOTAL SCORES	100

NB: - Bidders must meet all the mandatory requirements to qualify for technical evaluation. To qualify for financial evaluation a bidder must score a minimum of 70%

3. Financial evaluation

The firm that is technically responsive and has provided the lowest bid in cost will be considered for award.

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 BOK 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 BOK under the Contract.
- (d) **“BoK”** 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 BoK’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 BOK 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 BoK'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 BoK and shall be returned (all copies) to BOK on completion of the contract's or performance under the Contract if so required by BOK.

3.5. Patent Rights

3.5.1 The Contractor shall indemnify BoK 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 BoK the performance security where applicable in the amount specified in SCC

3.6.2 The proceeds of the performance security shall be payable to BoK 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 BOK and shall be in the form of:

- a) Cash.
- b) A bank guarantee.
- c) Such insurance guarantee approved by the Bomas of kenya ltd.
- d) Letter of credit.

3.6.4 The performance security will be discharged by BOK 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 BOK 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 BOK, 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 BOK's request for tender validity extension the case may be. No variation in or modification to the terms of the contract shall be made except by written amendments signed by the parties.

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

3.9.3 Where contract price variation is allowed the variation shall not exceed 10% of the original contract price

3.9.4 Price variation requests shall be processed by BOK 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 BOK's prior written consent.

3.11. Termination for Default

3.11.1 BOK 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 BOK.
- (b) If the Contractor fails to perform any other obligation(s) under the Contract
- (c) If the Contract in the judgment of BOK has engaged in corrupt or fraudulent practices in competing for or in executing the contract

3.11.2 In the event BOK 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 BOK 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 BoK 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 BOK.

3.13. Termination for Convenience

- 3.13.1 BoK 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 BOK 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 BOK 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 its delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.

3.18 Notices

- 3.18.1 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 THE CONTRACT

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

Reference of general conditions of contract	Special condition of contract
3.6 Performance Security	10% of the Contract sum from the reputable Bank in the prescribed format covering the period of the Contract
3.7 Delivery of Services	For a period of twelve(12) months from the date of contract signing and may be renewable in accordance to the law subject to satisfactory performance.
3.8 Payment	As per contract agreement
3.15	The Language of the Contract will be English.
3.16 Applicable law	The Laws of Kenya
3.18 Notices	General Manager Bomas OF Kenya Ltd P.O. Box 40689-00100 Nairobi KENYA

SECTION V-SCHEDULE OF REQUIREMENTS

Tenders are invited from interested firms for provision of a medical cover for staff and dependants for one-year effective the date to be agreed.

The company places particular emphasis on the capacity of the tenderers to perform the contract satisfactorily.

Appended below are details of cover and guidelines on requirements.

BOMAS OF KENYA STAFF MEDICAL COVER 2017-2018

Background

That Bomas of Kenya Ltd offers Staff Medical Cover to its members of staff and their eligible dependants(spouse and Children) and wishes to engage an insurance firm to cover as per the medical details below.

INPATIENT MEDICAL INSURANCE

The inpatient medical scheme caters for illness requiring hospitalization which includes:-

- Admission to hospital;
- Treatment while in hospital;
- Discharge from hospital and post hospitalization treatment.

The medical service provider will be expected to provide an improved scheme that entails benefits which ensure members of staff and their legible dependants receive quality health care.

PARTICULARS OF COVER

Bomas of Kenya Ltd provides enhanced family cover based on the principle of (M+4) i.e one principal member, a spouse and three children.

1.0Expectations

a) Quality medical services

- (i) Every eligible member will have a plan that includes comprehensive and enhanced Health care benefit;
- (ii) Avoid denials of care based on agreed conditions, race or gender;
- (iii)Manage the in-patient cost to avoid unnecessary extra costs billed as “preventive care and out of pocket expenses”

b)Increasing Choice and Competitiveness

- (i) That the insurance will create competition based quality and price that lead to better coverage and care.

c) Improving quality care for every Bomas of Kenya Ltd members of staff and their dependants

- (i) The insurer is expected to run preventive programmes that will result in improved health and wellbeing and productivity at work for all.
- (ii) Guarantee that all staff will have health care coverage that include dental, hearing and visual benefits.

d)Ensure Shared Responsibility

- (i) All individuals will generally be required to get coverage through the insurance and National Health Insurance Fund (NHIF) contribution.
- (ii) The insured members and the Company will share responsibility for a quality and affordable health care.

e)Protecting staff from waste and abuse

- (i) That insurance should provide transparency in plans in the health exchange so that the consumers have clear complete information in plain English needed to select the plan that best meet their needs. Continuously educate the Bomas of Kenya Ltd members on the running of the Medical Scheme.
- (ii) Simplified paper work and other administrative burdens.
- (iii)No body to be denied health services because of pre-existing conditions.

2.0 DETAILS OF THE COVER

The bidders must provide;

- 1) Full details of what the cover provides.
- 2) All the eligible expenses included in the inpatient cover.
- 3) Full details of what the cover excludes
- 4) Dependant's eligibility.
- 5) All bidders are required to provide information on the following -:
 - Dental
 - Optical
 - Maternity
 - Evacuation (Ambulances/air)

Coverage

That tenderer is required to provide the following

- i. Full details of towns where the medical provider, HMO or insurance Company is represented.
- ii. The appointed Hospitals, Clinics and Doctors all over the country who can be accessed by employees and their dependants.
- iii. Full details of medical cover outside Kenya and exclusions that are applicable.

This is taking into consideration that employee's family do not necessarily stay with the employee, some may be staying up country and Bomas of Kenya Ltd member of staff may travel out of the country on official duties.

CASE MANAGEMENT

Give a detailed proposal on how the cover will be administered. Give analysis on how the service provider intends to address the following issues of procedures

- a) Admission of new and exit of members in to the cover.
- b) Admission of members with pre-existing conditions in to the cover.
- c) Procedure to be followed for the overseas cover.

- d) Procedure to be followed to procure last expenses.
 - e) Procedure to be followed to cover maternity cases.
 - f) Give details of the Claims settlements turnaround time. Note that time indicated will be used to review the performance of the tender.
- 4.0 Bidders should provide documentary proof that they are financially sound.

Scope of services

The medical scheme will be expected to provide:

- (a) Inpatient services:

Provide quality inpatient medical services. The Inpatient scheme should encompass the following benefits.

- Hospitalization including full diagnosis and treatment following illness.
- Accident hospitalization.
- Rescue and evacuation.
- Treatment overseas if not locally available.
- Worldwide cover.
- Any additional benefit (s) should be specified by the bidder.

- (b) Service Providers

The medical service Provider (s) identified should have an extensive and reputable network of Hospitals, Clinics, Pharmacies and Laboratories within easy reach of the Bomas of Kenya Ltd staff and their dependants.

- (c) Out of working Station

Once in a while Bomas of Kenya Ltd staff may be required to perform their duties out of their working stations or travel within the country or overseas to attend to official duties. Provision for such cases should be in the proposal.

- (d) Transitional arrangements will be provided on how to cover pre-existing conditions.

Periodic (quarterly reports on the claims experience of the cover).

SCOPE OF COVER - OUTPATIENT

Diagnostic consultation with a General Practitioner registered with a the Kenya Medical practitioners and dentist board

- Diagnostic Consultation with a Specialist
- Laboratory investigations and X-rays, Electrocardiograms, Radiotherapy or Chemotherapy.
- Outpatient procedures e.g. dressing.
- Immunizations and vaccination of children (KEPI Recommended)
- Diagnosis & Treatment of Sexually Transmitted Diseases.

The outpatient scheme will have the standard exclusions except the following:

- Treatment for fertility
- Costs relating to HIV infections or AIDS
- Costs related to contraception or sterilization
- Costs related to maternity
- Costs for Psychiatric treatment
- Treatment by neuro-surgeons and radiotherapists.
- Immunization.
- Dental cover
- Optical cover
- Any other additional enhancements.

SCOPE OF COVER – IN PATIENT

Hospitalization and/or outpatient medical expenses as a result of illness and/or accident to an insured person shall cover the following:

- Daily bed charges (net of NHIF)
- Surgeon's, physician's and anesthetist's fees
- Operating theatre costs
- Specialists,
- Pathologists and physiotherapists fees
- Registered private doctors fees
- X-rays
- Laboratory tests,
- Surgical appliances and prescribed drugs/medicines
- ICU/HDU and theatre charges
- Radiotherapy and chemotherapy
- Local road and air evacuation

Maternity Cover

Maternity will cover:

- Delivery expenses.
- Pre natal care
- Post natal care and ultrasounds all within maternity limit
- Fertility treatment

HIV/AIDS & RELATED CONDITIONS

- Treatment of HIV/AIDS related conditions
- Prescribed ARVS
- Cost of CD4 count

Dental cover

The dental cover provides for:

- Cost of fillings
- Root canal
- X-rays

- Polishing and scaling necessitated by a prevailing medical condition and authorised by a doctor.
- Tooth extractions including surgical extraction together with anesthetics fees

Exclusions (dental)

- Replacement or repairs of old dentures, bridges and plates unless damage to the said dentures and plates becomes necessary as the result of bodily injury sustained by the insured person caused solely and directly by accidental external and visible means.
- Cosmetic nature dental treatment

Optical Cover

The Optical cover provides for:

- Expenses related to eye treatment
- Eye Testing
- Treatment arising from injury to the eyes caused solely and directly by accident external and visible means or arising from a disease affecting the eye or optic nerve.
- The supply and fitting of eyeglasses and frames on a prescription only from the Company's approved ophthalmologist.

Value Added

- Management reports- Utilization and Trends.
- Member statements- Utilization.
- Updates on trends in the Medical sector.
- Education- Policy Interpretation/ Advice.
- Health Talks.

PROVISION OF MEDICAL INSURANCE COVER FOR EMPLOYEES

1) The individual limit is per household i.e member of staff and a maximum of four(4) dependants as follows:-

Category I: In-Patient							
Category	Individual limit	No.	Member	Spouse	M+1	M+2	M+3
Category A	2,000,000	1					
Category B	1,500,000	11					
Category C	1,000,000	153					
TOTAL		165					

Category I: out-Patient							
Category	Individual limit	No.	Members	M+1	M+2	M+3	
Category A	200,000/=	1					
Category B	150,000/=	11					
Category C	100,000/=	153					
TOTAL		165					

Note: Based on the actual establishment currently on board.

Details of staff to be Covered:-

1. General Manager 1
2. Head of Departments & Sectional Heads 11
3. Other Employees 153
4. Dependants 425

Total Number of Employees and Dependants is 580

Important Notes

- 1) Please note that the figure is based on the number employees and dependants at time of bidding.
- 2) Additional staff who joins the company will be added to the insurance policy as add on and a premium paid on prorata basis.

- 3) Optical and dental limits is Ksh 25,000/= per each of the insured Member.
- 4) The underwriter will be expected to provide the range of services listed below:
- i) Claims Management: This should be done through **thorough** verification of Membership/eligibility, proper billing and detection of misuse or abuse etc;
 - ii) Claims Payment: This should be done through ensuring prompt payments to medical payments to medical providers, providing clients requested reports, maintaining balances, ensure timely re-imburement etc;
 - iii) Utilization Management: This should be done through ensuring effective and efficient health care by working with medical providers;
 - iv) The estimated monthly gross salary for the employees is **Ksh 14,931,196/=** (Kenya Shillings fourteen Million nine hundred and thirty one thousand one hundred and ninety six)
 - iv) Any other relevant and value adding service.

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 BOK.
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 BoK.
7. **Past Performance Form-** This form must be completed by the participating bidders at the time of preparation of the bid .The information given in the form must be supported with the required attachments
8. **Litigation History Form-**This form must be completed by the bidder at the time of bid preparation.
9. **Anti- Corruption Declaration Form-** This form must be completed by the bidder at the time of bid preparation.

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FORM OF TENDER

To:
**The General Manager
Bomas of Kenya Ltd
P.O. Box 40689-00100
Nairobi**

Date.....

**Tender No. BoK/SMIC/01/2017
Tender Name: Provision of staff Medical Insurance services**

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 expiry 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 _____ 2014

[Signature]

[In the capacity of]

Duly authorized to sign tender for and on behalf of _____

**PRICE SCHEDULE FORM
BOMAS OF KENYA STAFF MEDICAL SCHEME
PREMIUM SUMMARY**

ANNUAL PREMIUMS FOR INPATIENT

	CATEGORY A premium	CATEGORY B Premium	CATEGORY C premium	CONSOLIDATED ANNUAL PREMIUM (KSH.)
Inpatient				
Outpatient				
Maternity Cover				
Dental Cover				
Optical				
TOTAL AMOUNT INCLUSIVE OF TAXES				

We undertake, if our tender is accepted, to place insurance covers in accordance with the details specified herein above.

Name

Name of signatory:

In the capacity of:.....

Authorized Signature:.....

Company Rubber Stamp/Seal:.....

CONTRACT FORM

THIS AGREEMENT made the day of 20 between Bomas of Kenya Ltd of [country of Procurement entity] (hereinafter called BoK) of the one part and [name of tenderer] of [city and country of tenderer] (hereinafter called “the tenderer”) of the other part:

WHEREAS re 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, viz:
 - (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) BoK’s Notification of Award
3. In consideration of the payments to be made by BoK to the tenderer as hereinafter mentioned, the tenderer hereby covenants with BoK to provide the GPA cover and to remedy defects therein in conformity in all respects with the provisions of the Contract.
4. BoK 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 AND SEALED, for and on behalf of Bomas of Kenya Ltd

Binding Signature

Signature.....

Name.....

GENERAL MANAGER

Date.....

In the Presence of:

Signature.....

Name.....

Date.....

SIGNED AND SEALED, for and on behalf of the Tenderer

Binding Signature

Signature.....

Name.....

(MANAGING DIRECTOR/CEO)

Date.....

In the Presence of:

Signature.....

Name.....

Date.....

CONFIDENTIAL BUSINESS QUESTIONNAIRE

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

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

Part _____ General:

Business Name

Certificate of incorporation/Registration Number.....

Location of business premises

Country. Street/Road

Postal Address Tel. No.Fax Email

Contact Person(Full Names).....Mobile No.....

Title.Power of Attorney (**Yes/No**)

If **yes**, attach written document.

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

Value added Tax No.....Expiry Date.....

Value of largest single business which you have undertaken todate at any one time Kshs.....

Was it successfully undertaken/ **Yes/No**.....(if Yes, Attach reference)

Name of your bankers BranchTel No.....

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/public

Company Profile.....Attach brochures or annual reports incase of public Companies

State the nominal and issued capital of the company –

Nominal Kshs.

Issued Kshs.....

Give details of all directors as follows

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

Date..... Signature of Tenderer

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

Part 2(d) – debarment

I/We declare that I/we have not been debarred from any procurement process and shall not engage in any fraudulent or corrupt acts with regard to this or any other tender by BoK and any other Public or private institutions.

Full Names.....

Signature

Date.....

In the capacity of.....

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

Part 2(e) – Criminal Offence

I/we, (name (s) of Directors(s):-

a).....

b).....

c).....

have not been convicted of any criminal offence relating to professional conduct or the making of false statements or misrepresentations as to its qualification to enter into a procurement contract within a period of (three(3) years preceding the commencement of procurement proceedings

Signed.....

For and on behalf of.....

In the capacity of:.....

Date:.....

Part 2(f) – Interest in the Firm

Is there any person/persons in Bomas of Kenya Ltd who have interest in the firm? **Yes/No**

Part 2(g) – Past Experience

Please list here below similar projects accomplished or companies/clients you have provided with similar services in the last three (3) years

NAMES OF OTHER CLIENTS & VALUE OF CONTRACT/ORDERS

1 Name of 1st Client (organization)

- i) Name of Client(organisation).....
- ii) Address of Client (organisation.....
- iii) Name of Contact person of the organisation.....
- iv) Telephone Number of the Client.....
- v) Value of the Contract.....
- vi) Duration & Date of the Contract.....

Attach documental evidence of existence of Contract

NAMES OF OTHER CLIENTS & VALUE OF CONTRACT/ORDERS

2. Name of 2nd Client (organization)

- vii) Name of Client(organisation).....
- viii) Address of Client (organisation.....
- ix) Name of Contact person of the organisation.....
- x) Telephone Number of the Client.....
- xi) Value of the Contract.....
- xii) Duration & Date of the Contract.....

Attach documental evidence of existence of Contract

NAMES OF OTHER CLIENTS & VALUE OF CONTRACT/ORDERS

3. Name of 3rd Client(organization)

- xiii) Name of Client(organisation).....
- xiv) Address of Client (organisation.....
- xv) Name of Contact person of the organisation.....
- xvi) Telephone Number of the Client.....
- xvii) Value of the Contract.....
- xviii) Duration & Date of the Contract.....

Attach documental evidence of existence of Contract

NAMES OF OTHER CLIENTS & VALUE OF CONTRACT/ORDERS

4. Name of 4th Client (organization)

- xix) Name of Client(organisation).....
- xx) Address of Client (organisation.....
- xxi) Name of Contact person of the organisation.....
- xxii) Telephone Number of the Client.....
- xxiii) Value of the Contract.....
- xxiv) Duration & Date of the Contract.....

Attach documental evidence of existence of Contract

Part 2(h) – Declaration

I/We, the undersigned state and declare that the above information is correct and that we give Bomas of Kenya Ltd authority to any other references concerning my/our company from whatever sources deemed relevant, e.g office of registrar of companies, bankers etc.

Full Names.....

Signature.....

For and on behalf of.....

In the capacity of...

Date:.....

Bidders/Company's Official Rubber Stamp

.....

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 BOMAS OF KENYA LTD(hereinafter called <BoK> 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 BOK on the Form; or
2. If the tender, having been notified of the acceptance of its tender by BOK 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 Bomas of Kenya Ltdup to the above amount upon receipt of its first written demand, without Bomas of Kenya Ltdhaving to substantiate its demand, provided that in its demand BoK 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

GENERAL MANAGER,
BOMAS OF KENYA LTD,
P.O. Box 40689-00100,
NAIROBI

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)

LITIGATION HISTORY

Name of Contract/Supplier.....

Bidders should provide information on any history litigation or arbitration resulting from contracts executed in the last five years or currently under execution

YEAR	AWARD FOR OR AGAINST	NAME OF CLIENT CAUSE OF LITIGATION & MATTER IN DISPUTE	DISPUTED AMOUNT CURRENT VALUE

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 Bomas of Kenya Ltdofdated the...day of
.....20.....in the matter of Tender No.....of20...

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 grounds , namely:-

- 1.
 - 2.
- etc.

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

- 1.
- 2.

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