



# **OPEN TENDER**

## **REQUEST FOR PROPOSALS**

**TENDER FOR PROVISION OF GENERAL INSURANCE COVER FOR THE YEAR 2021 AND 2022 FOR BOMA PANAFRICAN HOLDING COMPANIES**

**Document Release Date** : **11<sup>th</sup> MARCH 2021**

**Last Date for Receipt of bids** : **25<sup>TH</sup> MARCH 2021**

**Time** : **1100 Hours**

**Submission Method** : **EMAIL: [tenders@eplus.co.ke](mailto:tenders@eplus.co.ke)**

**Tender Number** : **BPPRF00014**

**Tender Opening Venue and Time** : **E-PLUS LOGISTICS BOARDROOM**

**TIME** : **1200HRS**

**(ELIGIBLE TO UNDERWRITERS AND BROKERS)**



## Table of Contents

	<b>Page</b>
<b>INTRODUCTION</b> .....	3
Section I INVITATION FOR TENDERS.....	3
Section II INSTRUCTION TO TENDERERS Appendix to instructions to tenderers .....	6
Section III GENERAL CONDITIONS OF CONTRACT.....	25
Section IV SPECIAL CONDITIONS OF CONTRACT .....	30
Section V SCHEDULE OF REQUIREMENTS .....	32
Section VI STANDARD FORMS .....	36
1. FORM OF TENDER .....	37
2. CONTRACT FORM.....	38
3. CONFIDENTIAL BUSINESS QUESTIONNAIRE FORM ....	39
4. TENDER SECURITY FORM .....	41
5. CONFLICT OF INTEREST DISCLOSURE FORM.....	42
6. PERFORMANCE SECURITY FORM.....	43



**SECTION I - INVITATION FOR TENDERS**  
**Date 11<sup>th</sup> March, 2021**

**TENDER REF. NO: BPPRF00014**

**TENDER NAME: PROVISION OF BOMA PANAFRICAN HOLDING COMPANIES GENERAL MOTOR AND NON MOTOR INSUARANCE COVER FOR THE YEAR 2021 AND 2022.**

- 1.1 BPL invites sealed tenders from eligible candidates (UNDERWRITERS AND BROKERS) for provision of BOMA PANAFRICAN HOLDING COMPANIES General (Motor and Non-Motor) Insurance cover for the year 2021 and 2022.
- 1.2 Interested eligible bidders may inspect and download the bidding documents from the Emergency Plus Medical services **website** at <https://www.eplus.co.ke/tenders> Bidders who download the tender document must arrange to register with BPL the company name, postal, physical, email and telephone address for the purposes of receiving any further tender clarifications and/or addendums if need be through the email **tenders@eplus.co.ke**.
- 1.3 A security Bid Bond of 2% from a reputable bank or insurance company approved by the PPRA MUST also be attached to the technical proposal.
- 1.4 Prices quoted should be exclusive of all taxes and must be in Kenya Shillings and shall remain valid for (120) days from the closing date of the tender.
- 1.5 Bidders are required to serialize/paginate their tender document before submitting.
- 1.6 Tenders are to be completed in accordance with the requirements of the Bid Documents and must be submitted via email to **tenders@eplus.co.ke** by Tuesday 23<sup>rd</sup>, March 2021. clearly marked "**TENDER NO. BPPRF00014xxxx Provision of: PROVISION OF BOMA PANAFRICAN HOLDING COMPANIES GENERAL MOTOR AND NON MOTOR INSUARANCE COVER FOR THE YEAR 2021 AND 2022**". On or before 11:00 AM on Thursday 25<sup>th</sup> March 2021.  
Late bids shall be rejected. Tenders will be opened at 12.00PM on the same day in the presence of the bidder's representatives who choose to attend through virtually.



- 1.7 Tenders will be opened immediately thereafter in the presence of the Candidates or their representatives who choose to attend our **online tender opening meeting** on the same day. Interested bidders to confirm participation on mail and thereafter we will share the Zoom link for the meeting.

**FOR: Managing Director, Eplus**



## SECTION II - INSTRUCTION TO TENDERERS

### Table of Clauses

	Page
2.1 Eligible Tenderers.....	6
2.2 Cost of Tendering.....	6
2.3 Contents of Tender document.....	7
2.4 Clarification of Tender document.....	7
2.5 Amendments of Tender document.....	8
2.6 Language of Tenders.....	8
2.7 Documents Comprising the Tender.....	8
2.8 Tender Form.....	8
2.9 Tender Prices.....	8
2.10 Tender Currencies.....	9
2.11 Tenderers Eligibility and Qualifications.....	9
2.12 Tender Security.....	9
2.13 Validity of Tenders.....	10
2.14 Format and Signing of Tenders.....	10
2.15 Sealing and Marking of Tenders.....	11
2.16 Deadline for Submission of Tenders.....	11
2.17 Modification and Withdrawal of Tenders.....	11
2.18 Opening of Tenders.....	12
2.19 Clarification of Tenders.....	12
2.20 Preliminary Examination.....	12
2.21 Conversion to Single Currency.....	13
2.22 Evaluation and Comparison of Tenders.....	13
2.23 Contacting BPL.....	14
2.24 Post-Qualification.....	14
2.25 Award Criteria.....	15
2.26 BPL's Right to Vary Quantities .....	15
2.27 BPL's Right to Accept or Reject any or all Tenders.....	15
2.28 Notification of Award.....	15
2.29 Signing of Contract.....	16
2.30 Performance Security.....	16
2.31 Corrupt or Fraudulent Practices.....	16



## **SECTION II - INSTRUCTIONS TO TENDERERS**

### **2.1. Eligible Tenderers**

- 2.1.1 This Invitation for Tenders is open to all tenderers (Underwriters and Brokers) 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 BPL'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 sub -Tenderers) 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 BPLs 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 BPL, will in no case be responsible or liable for those costs. Regardless of the conduct or outcome of the tendering process
- 2.2.2 BPL shall allow the tenderer to review the tender document free of charge before tendering.

## **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 Bidders
- (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) FORM 1 – Professional Qualifications
- (xii) FORM 2 – Requirements for Proposed Underwriters
- (xiii) FORM 3 – Client reference Form
- (xiv) Conflict of interest Form
- (xv) Performance security 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 BPL by email to [tenders@eplus.co.ke](mailto:tenders@eplus.co.ke). BPL will respond in writing to any request for clarification of the tender documents, which it receives not later than five (5) days prior to the deadline for the submission of the tenders, prescribed by BPL. Written copies of the BPL 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 BPL shall reply to any clarifications sought by the tenderer within 2 days of receiving the request to enable the tenderer to make timely submission of its tender.

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

## **2.5 Amendment of Tender Documents**

- 2.5.1 At any time prior to the deadline for submission of tenders, BPL, for any reason, whether at its own initiative or in response to a clarification requested by a prospective tenderer, may modify the tender documents by issuing an addendum.
- 2.5.2 All prospective tenderers who have obtained the tender documents will be notified of the amendment by post, fax or email and such amendment will be binding on them.
- 2.5.3 In order to allow prospective tenderers reasonable time in which to take the amendment into account in preparing their tenders, BPL, 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 BPL, 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 excluding VAT.

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 (Underwriter or Broker) 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 BPL'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 of 2% of the total tender sum.

2.12.2 The tender security is required to protect BPL against the risk of Tenderer's conduct which would warrant the security's forfeiture, pursuant to paragraph 2.12.7

2.12.3 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 PPRA.
- d) Letter of credit.

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



- 2.12.5 Unsuccessful Tenderer's tender security will be discharged or returned as promptly as possible but not later than thirty (30) days after the expiration of the period of tender validity
- 2.12.6 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
- 2.12.7 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 120 days after date of tender opening pursuant to paragraph 2.18. A tender valid for a shorter period shall be rejected by BPL as non-responsive.
- 2.13.2 In exceptional circumstances, BPL 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 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.
- 2.14.2 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 folder, duly marking the folder as “**ORIGINAL TENDER**” The folder shall then be placed inside an outer folder.

2.15.2 The inner and outer folders shall:

- (a) be addressed to BPL 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**” **Thursday 25<sup>th</sup> March, 2021.**

2.15.3 The inner folder 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, BPL 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 BPL at the address specified under paragraph 2.15.2 not later than **Thursday 25<sup>th</sup> March, 2021 at 11.00 am**

2.16.2 BPL 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 BPL and candidates previously subject to the deadline will thereafter be subject to the deadline as extended.

## **2.17. Modification and Withdrawal of Tenders**

2.17.1 The tenderer may modify or withdraw its tender after the tender’s submission, provided that written notice of the modification, including substitution or withdrawal of the tenders, is received by BPL prior to the deadline prescribed for submission of tenders.

2.17.2 The tenderer’s modification or withdrawal notice shall be prepared, sealed, marked and dispatched in accordance with the provisions of paragraph 2.15. a withdrawal notice may also be sent by fax or email but followed by a signed confirmation copy, postmarked not later than the deadline for submission of tenders.

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

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

## **2.18. Opening of Tenders**

- 2.18.1 BPL will open all tenders in the presence of tenderers' representatives who choose to attend the **ONLINE MEETING (Zoom)**, at 12.00 Noon **Thursday 25<sup>th</sup> March, 2021** through the link that will be specified to all who will confirm participation for the same. The tenderers' representatives who are present shall confirm through email evidencing their attendance.

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

- 2.18.3 BPL 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 BPL 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 BPK in BPL'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 BPL 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 BPL 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, BPL 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 BPL'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 BPL 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, BPL 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 BPL will evaluate and compare the tenders which have been determined to be substantially responsive, pursuant to paragraph 2.20
- 2.22.2 BPL'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) BPL 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 BPL'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. BPL 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 BPL**

2.23.1 Subject to paragraph 2.19 no tenderer shall contact BPL 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 BPL 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 BPL 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 BPL 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 BPL 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 BPL 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. BPL's Right to accept or Reject any or all Tenders**

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

2.26.2 BPL 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, BPL 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 BPL 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 BPL 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 BPL notifies the successful tenderer that its tender has been accepted, BPL 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 BPL.

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 BPL.

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

### **2.30 Corrupt or Fraudulent Practices**

2.30.1 BPL 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 BPL 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.
- 2.30.4 Please report any malpractices on tender process to [info@eplus.co.ke](mailto:info@eplus.co.ke)



### **Appendix to Instructions to Tenderers**

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

<b>Instruction to Tenderers</b>	<b>Particulars of Appendix to instructions to Bidders</b>
2.1.1	This tender is open to all registered insurance companies/Underwriters and Brokers
2.12.1	Tender security required 2% of the tender sum in the form of Unconditional Bank Guarantee from a reputable bank in Kenya valid for 120 days from the date of tender opening
2.15.1	The tenderer shall seal the original and the copy of the tender in separate folder, duly marking the folder as “ORIGINAL TENDER” The folder shall then be placed inside an outer folder. Indicate the organization bidding
2.15.2 (b)	The closing date of the tender shall be <b>Thursday 25<sup>th</sup> March, 2021 AT 11.00AM.</b>
2.22	<p>The evaluation and comparison of tenders shall be as follows: -</p> <p><b>Confirmation of compliance with Mandatory requirements.</b> Bidders who fail to comply with any of the mandatory requirements shall be treated as non-responsive and rejected at this stage.</p> <p><b>Technical Evaluation.</b> Bidders who were responsive under the mandatory evaluation criteria shall be evaluated as per the Technical Evaluation Criteria set out in the table below. Bidders are required to score at least 70% to qualify for further evaluation under the Financial Evaluation Criteria.</p> <p><b>Financial Evaluation.</b> The quotations received from the responding bidders shall be evaluated and ranked from the lowest to the highest provided that the quotations were obtained from the eligible insurers as specified in Section 4.1. The financial evaluation shall also take into consideration the Price Schedule Form and any conditions attached to the quotations for each class of insurance specified in tables</p>



	of Schedule of Insurance Requirements such as exclusion clauses which will not be favorable to BPL
2.25.1	All the classes of insurances in the summary will be awarded as one Lot to the overall lowest evaluated bidder
2.29.1	Performance security shall be <b>10%</b> of tender sum.

<b>1.</b>	<b>MANDATORY REQUIREMENTS</b>	<b>(YES/NO)</b>
a)	Copy of certificate of Incorporation/Registration	
b)	Duly filled, signed and stamped form of tender	
c)	Duly filled signed and stamped Price Schedule form	
d)	Copy of Valid Tax Compliance Certificate	
e)	A copy of CR12 for limited company and Sole proprietor & Partnership companies to provide copies of directors I.D)	
f)	Proof of registration as a member of AKI/AIBK for the current year 2021	
g)	Copy of registration certificate from IRA for 2021	
h)	A valid Single business permit from County Government for 2021	
i)	Submit an original tender security of 2% of the tender sum in form of a bank guarantee from a commercial bank PPRA valid for 120 days from date of tender opening.	
j)	Submit copies of audited accounts for the latest three (3) financial years (2018, 2019 & 2020)	
k)	Duly filled, signed and stamped Self Declaration Form	
l)	Duly filled, signed and stamped Conflict of Interest Form	
m)	Duly filled, signed and stamped Anti-Corruption Declaration form.	
n)	Must have been in existence for the last ten years <i>(Attach copies of IRA registration certificates as proof)</i>	
o)	Must provide one original and one copy of the Tender which <b>MUST be Paginated/serialized/Numbered on each page including all the attachments</b>	

**NB: Please note that all documents provided by the tenderer will be verified with the relevant authorities where necessary to establish authenticity. Issuing of fake documents will render the tender non-responsive.**

<b>2.</b>	<b>TECHNICAL EVALUATION</b>			<b>Scores</b>
a)	Recommendation letters from five Corporate Clients and in client letter head (2 points for each up to a maximum of five clients)			<b>10</b>
b)	No of contracts handled in the last five years (attach copy of contract/ LSO) two (2) points each up to max of 5 ( <i>Award Letters- 0 marks</i> )			<b>10</b>
c)	Five (5) duly filled and stamped Client reference forms in the format provided. Client Reference Form Rating <ul style="list-style-type: none"> <li>• • Excellent (3 points each)</li> <li>• • Good (2 point each)</li> <li>• • Average (1 points)</li> <li>• • Poor (0 points)</li> </ul> Scores for each CR form will be averaged			<b>15</b>
d)	Firm’s experience as shown by number of years in the Provision of Insurance Services. Two (2) point for every year’s experience - max (10 points) ( <i>Attach copies of IRA registration certificates as proof</i> )			<b>10</b>
e)	Professional qualifications and experience of the Principal Officer ( <i>Attach Copies of certificates</i> )	ACII/AIHK certification – 2points	2	<b>9</b>
		Relevant degree – 2 point	2	
		Relevant experience – 1 point for every year’s experience in Insurance industry. - max.5 years	5	
f)	Professional qualifications and experience of two other technical personnel ( <i>Attach Copies of certificates</i> )	ACII/AIHK – 1 point for each personnel	2	<b>14</b>
		Relevant degree – 2 point for each personnel	4	
		Relevant experience – 1 point each for every year’s experience in insurance industry. max.- 4 years	8	
g)	List of four (4) other key professional staff and specify portfolio/ tasks. Attach CVs (2 points for each professional up to max of 4)			<b>8</b>

h)	<b>Financial capability for the last three years:</b> Liquidity ratio (attach documentary evidence) • 2:1 ratio (3 points each year) • 1: 1 ratio (2 point each year) • Less – 0 points	<b>9</b>
	Average premium turnover for the last one year - 3 marks for every Kshs. 100 million handled (Max -15 Points)	<b>15</b>
	<b>TOTAL TECHNICAL</b>	<b>100</b>

**NB: To qualify for financial evaluation the bidder must score a minimum of 70 percent.**

### 3. FINANCIAL EVALUATION

The firm attaining the lowest financial score after surpassing the minimum technical score shall be recommended for award.

#### Price Schedule Form

ITEM NO.	DESCRIPTION OF INSURANCE COVER	TOTAL PREMIUM (KSHS.)
1.		
2.		
3.		
4.		
5.		

#### Notes

1. Indicate the rates and calculations
2. Indicate the excess for each policy clause for each policy and what is the minimum for each excess



**POLICY SCHEDULE**

<b>ID</b>	<b>Policy Cover</b>	<b>Total Premium (Kes)</b>
1.	Motor Insurance Comprehensive	
2.	Motor Insurance TPO	
3.	Motor Insurance Commercial Comprehensive	
4.	Motor Insurance Commercial TPO	
5.	Motor Cycle Comprehensive	
6.	Motor Commercial (Ambulance) – Comprehensive	
7.	Motor Commercial (Ambulance) – TPO	
8.	Money Insurance	
9.	Fire & Peril – (Eplus)	
	Fire & Peril – (Switch)	
	Fire & Peril – (BIHC)	
	Fire & Peril – (BPL)	
10.	Fire con loss	
11.	Goods in transit – borders of Kenya	
12.	Burglary	
13.	Electronics Equipment – (Eplus)	
	Electronic Equipment – (Switch TV)	
	Electronic Equipment – (BIHC)	
	Electronic Equipment – (BPL)	
14.	All Risks – (Eplus)	
	All Risks – (Switch TV)	
	All Risks – (BIHC)	
	All Risks – (BPL)	
15.	Fidelity Guarantee Insurance	
16.	Directors & Officers Liability – (BIHC)	
	Directors & Officers Liability – (EPLUS)	
	Directors & Officers Liability – (Switch TV)	
	Directors & Officers Liability – (BPL)	
17.	Plate Glass	
18.	Public Liability	
19.	Cyber Crime	
20.	Marine Cover	
21.	Professional Indemnity Cover – (BIHC)	
	Professional Indemnity Cover – (EPLUS)	
	Professional Indemnity Cover – (Switch TV)	
	Professional Indemnity Cover – (BPL)	
22.	Aviation Cover for drones	



23.	Motor Private Comprehensive – Staff	
	<b>Total</b>	



### SECTION III - GENERAL CONDITIONS OF CONTRACT

#### Table of Clauses

	Page
3.1 Definitions.....	25
3.2 Application.....	25
3.3 Standards.....	25
3.4 Use of Contract Documents and Information.....	26
3.5 Patent Rights.....	26
3.6 Performance Security.....	26
3.7 Delivery of Services and Documents.....	27
3.8 Payment.....	27
3.9 Prices.....	27
3.10 Assignment.....	27
3.11 Termination for Default.....	27
3.12 Termination for Insolvency.....	28
3.13 Termination for Convenience.....	28
3.14 Resolution of Disputes.....	28
3.15 Governing Language.....	29
3.16 Applicable law.....	29
3.17 Force Majeure.....	29
3.18 Notices.....	29





## **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 BPL 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 BPL under the Contract.
- (d) “BPL” means the organization procuring the services under this Contract
- (e) “The Tenderer” 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 superceded 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 Tenderer shall not, without BPL'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 BPL in connection therewith, to any person other than a person employed by the Tenderer in the performance of the Contract.
- 3.4.2 The Tenderer shall not, without BPL'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 BPL and shall be returned (all copies) to BPL on completion of the contract's or performance under the Contract if so required by BPL.

### **3.5. Patent Rights**

- 3.5.1 The Tenderer shall indemnify BPL 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 BPL the performance security where applicable in the amount specified in SCC
- 3.6.2 The proceeds of the performance security shall be payable to BPL 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 BPL 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 BPL and returned to the Candidate not later than thirty (30) days following the date of completion of the Tenderer'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 Tenderer in accordance with the terms specified by BPL 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 Tenderer under this Contract shall be specified in SCC

3.82. Payment shall be made promptly by BPL, but in no case later than sixty (60) days after submission of an invoice or claim by the Tenderer

### **3.9. Prices**

3.9.1 Prices charges by the Tenderer 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 BPL'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 BPL within 30 days of receiving the request.

### **3.10. Assignment**

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

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

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

- (a) if the Tenderer fails to provide any or all of the services within the period(s) specified in the Contract, or within any extension thereof granted by BPL.

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

3.11.2 In the event BPL 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 Tenderer shall be liable to BPL for any excess costs for such similar services. However, the Tenderer shall continue performance of the contract to extent not terminated.

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

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

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

3.13.1 BPL by written notice sent to the Tenderer, 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 Tenderer 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 BPL may elect to cancel the services and pay to the Tenderer an agreed amount for partially completed services.

### **3.14 Resolution of Disputes**

3.14.1 BPL and the Tenderer 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 Tenderer 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 BPL 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 BPL and the insurance cover required. In preparing Section IV, the following aspects should be taken into consideration.
  - (a) Information that complement 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.

4.2 Special Conditions of Contract as relates to the General Conditions of Contract are tabulated below: -

Reference of general conditions of contract	Special condition of contract
3.6 Performance Security	Performance security equivalent to 10% of tender sum in form unconditional bank guarantee will be required from the successful bidder.
3.6.3	Unconditional bank guarantee
3.7 Delivery of Services	The insurance firm shall be required to confirm cover before the commencement date by delivering Policy Document and insurance certificates where

	<p>applicable. The policy document shall be prepared and delivered within 30 days from the date of notification of award so as to be incorporated in the contract document.</p> <p>- A period of one year</p>
3.8 Payment	30 days after receipt of Invoice and Debit Notes
<b>3.14</b> Resolution of Disputes	<p>In case of a dispute between the service provider and the employer, the same shall be resolved amicably between the parties in the first instance failure to which the dispute shall be referred for arbitration as per provisions of the Arbitration Act of 1995 before a single arbitrator to be agreed on by the parties and in failure of such an agreement by the Chairperson for the time being of the chartered institute of Arbitrators Kenya branch and any award given shall be final</p>
3.16 Applicable law	The Laws of Kenya/ The Insurance Act Cap 487
3.18 Notices	Procurement Manager



## **SECTION V - SCHEDULE OF REQUIREMENTS**

### **Notes for preparing Schedule of Requirements.**

1. Tenderers are required to provide their quotations based on the format of the appended Schedule of Insurance Requirements and should enumerate all the exclusions, extensive and special clauses, policy limitations and excess applicable under each of the policies.
2. Tenderers will be required to provide a summary of their quotations based on the format of the appended Price Schedule Form. Bidders must take into consideration the arrangement of the policies as presented in the Price Schedule Form while making their recommendations of the underwriters for the various policies.
3. Any special requirements in respect to each class of insurance have been provided in the Schedule of Insurance Requirements. Such requirements must be considered and addressed in the bids.
4. It should be made clear to all participating underwriters that the insured values could be subject to revision to incorporate changes occurring before cover commencement date.





## **SECTION V:**

### **BOMA PANAFRICAN LIMITED**

#### **GENERAL INSURANCES**

##### **TERMS OF REFERENCE FOR GENERAL AND ASSET INSURANCE COVERS**

###### **1. INTRODUCTION**

BPL was established as a holding company for the Kenya Red Cross Society Business entities. BPL intends to contract the services of an experienced Insurance provider to provide it with various general insurance and asset covers for the Authority.

###### **2. OBJECTIVE OF COVERS**

The primary objective is to provide general and asset insurance covers to cover specified risks as set out in the scope herein.

###### **3. SCOPE**

The provider is expected to provide Fire & Perils, Burglary, Fidelity Guarantee Insurance, Public, Liability Insurance, All Risks (office accessories), Computer all risk, Property Terrorism, Riots & Sabotage, Money Insurance, Travel Insurance, Goods in Transit/Inland Cover, Employers Liability Insurance (Common Law) Covers for the Authority.

###### **4. SPECIFIC SERVICES**

The provider is expected to;

- a) Keep the details provided confidentially and update them as advised from time to time by BPL through its authorized representatives. (Any changes shall only be provided by a duly authorized officer of the client)
- b) The provider is expected to provide Fire & Perils, Burglary, Fidelity Guarantee Insurance, Public, Liability Insurance, All Risks (office accessories), Computer all risk, Property Terrorism, Riots & Sabotage, Money Insurance, Travel Insurance, Goods in Transit/Inland Cover, Employers Liability Insurance (Common Law).
- c) Provide additional benefits on the cover
- d) Such services as may be related or ancillary to the due performance of the above work



## **5. PROVISION OF QUARTERLY CLAIMS UPDATE**

The insurance provider is expected to furnish BPL with quarterly claim updates in respect of claims arising out of the specific insurance covers.

## **6. REPORTING**

The insurance provider shall be responsible to the Managing Director – Eplus.

## **7. OUTPUT/DELIVERABLES**

The insurance provider shall be responsible for the following deliverables;

- a) Conducting a debriefing exercise and submit a report
- b) Furnish BPL with a policy document within Seven (7) days of signing of the contract.
- c) Undertake a scope of cover and claims procedure presentation
- d) Submit quarterly claims update on pending claims. a) The cover provided by the underwriter should be as in the tender document and should not be restricted by way of warranties endorsements or special conditions subject to award. If the entire policy document is found to be satisfactory, such document to be deposited with the BPL not later than fifteen (15) days from the inception of the cover.
- e) Ensure that the sum insured under the policy will be adjustable accordingly by suitable means at the discretion of BPL from time to time.

## **8. DATE OF INCEPTION/COMMENCEMENT**

The insurance provider is expected to start providing the cover on the date of execution of the contract.

## **9. PERIOD OF COVER**

The contract period shall be Twelve (12) months from the date of the execution of the contract.

## **10. SCOPE OF SERVICES**

The following conditions shall be adhered to;

- a) The cover provided by the underwriter should be as in the tender document and should not be restricted by way of warranties endorsements or special conditions subject to award. If the entire policy document is found to be satisfactory, such document to be deposited with the BPL not later than fifteen (15) days from the inception of the cover.
- b) Ensure that the sum insured under the policy will be adjustable accordingly by suitable means at the discretion of BPL from time to time.



## **11. DETAILS OF COVER**

a.) The policy is to cover BPL against the following risks;

1. Motor Insurance
2. Money Insurance
3. Fire & Perils
4. Fire con loss
5. Goods in transit – borders of Kenya
6. Burglary
7. Electronics equipment
8. All risks
9. Fidelity Guarantee Insurance
10. Directors & Officers Liability
11. Plate glass
12. Public liability
13. Cyber crime
14. Marine cover
15. Professional Indemnity Cover
16. Aviation cover for drones

b.) Name exclusion(s) if any

**N.B: SCHEDULES ATTACHED ABOVE**



## 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 BPL.
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 BPL.



**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 \_\_\_\_\_ 2021

\_\_\_\_\_  
[Signature]

\_\_\_\_\_  
[In the capacity of]

Duly authorized to sign tender for and on behalf of \_\_\_\_\_



## Contract Form

THIS AGREEMENT made the \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_\_ between  
[name of Procurement entity] of \_\_\_\_\_ [country of Procurement entity]  
(hereinafter called “BPL”) of the one part and \_\_\_\_\_ [name of  
tenderer] of \_\_\_\_\_ [city and country of tenderer] (hereinafter called “the  
tenderer”) of the other part:

WHEREAS BPL invited tenders for the Provision of General Insurance Cover (Motor & Non-Motor) 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) BPL’s Notification of Award
3. In consideration of the payments to be made by BPL to the tenderer as hereinafter mentioned, the tenderer hereby covenants with BPL to provide the General insurance (Motor & Non-Motor) cover and to remedy defects therein in conformity in all respects with the provisions of the Contract.
4. BPL 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 BPL)

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



## CONFIDENTIAL BUSINESS QUESTIONNAIRE

You are requested to give the particular indicated in Part 1 and either Part 2(a), 2(b), or 2(c)

Which ever 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 \_\_\_\_\_

.....  
Location \_\_\_\_\_ of \_\_\_\_\_ business \_\_\_\_\_ premises \_\_\_\_\_

.....  
Plot \_\_\_\_\_ No. \_\_\_\_\_ Street/Road \_\_\_\_\_

.....  
Postal Address \_\_\_\_\_ Tel. No. \_\_\_\_\_ Fax \_\_\_\_\_

Email \_\_\_\_\_  
Nature \_\_\_\_\_ of \_\_\_\_\_ business \_\_\_\_\_

.....  
Registration \_\_\_\_\_ Certificate \_\_\_\_\_ No. \_\_\_\_\_

.....

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

.....  
Name of your bankers \_\_\_\_\_ Branch \_\_\_\_\_

.....

Part 2(a) – Sole Proprietor:

Your name in full \_\_\_\_\_ Age \_\_\_\_\_

.....  
Nationality \_\_\_\_\_ Country of origin \_\_\_\_\_

.....

Citizenship

details.....

Party 2(b) – Partnership

Give details of partners as follows

Name	Nationality	Citizenship Details	Shares
------	-------------	---------------------	--------



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

Part 2(c) – Registered Company:

Private ..... or ..... public

State the nominal and issued capital of the company –

Nominal Kshs. ....

Issued Kshs. ....

Give details of all directors as follows

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

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

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





## TENDER SECURITY FORM

Whereas [*name of Bidder*] (hereinafter called <the tenderer> has submitted its bid dated [*date of submission of bid*] for the provision of insurance services (hereinafter called <the tender>?

KNOW ALL PEOPLE by these presents that WE [*name of bank*] of [*name of country*], having our registered office at [*name of procuring entity*] (hereinafter called <BPL> 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 BPL on the Form; or
2. If the tender, having been notified of the acceptance of its tender by BPL 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 BPL up to the above amount upon receipt of its first written demand, without BPL having to substantiate its demand, provided that in its demand BPL 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)*



## CONFLICT OF INTEREST DISCLOSURE FORM

**Note:** A potential or actual conflict of interest exists when commitments and obligations are likely to be compromised by the nominator(s)' other material interests, or relationships (especially economic), particularly if those interests or commitments are not disclosed. This Conflict of Interest Form should indicate whether the nominator(s) has an economic interest in, or acts as an officer or a director of, any outside entity whose financial interests would reasonably appear to be affected by the addition of the nominated condition to the newborn screening panel. The nominator(s) should also disclose any personal, business, or volunteer affiliations that may give rise to a real or apparent conflict of interest. Relevant Federally and organizationally established regulations and guidelines in financial conflicts must be abided by. Individuals with a conflict of interest should refrain from nominating a condition for screening.

Date:

Name:

Position:

Please describe below any relationships, transactions, positions you hold (volunteer or otherwise), or circumstances that you believe could contribute to a conflict of interest:

1. I have no conflict of interest to report. \_\_\_\_\_
2. I have the following conflict of interest to report (please specify other nonprofit and for-profit boards you (and your spouse) sit on, any for-profit businesses for which you or an immediate family member are an officer or director, or a majority shareholder, and the name of your employer and any businesses you or a family member own:
  1. \_\_\_\_\_  
\_\_\_\_\_
  2. \_\_\_\_\_  
\_\_\_\_\_
  3. \_\_\_\_\_  
\_\_\_\_\_

I hereby certify that the information set forth above is true and complete to the best of my knowledge.

Signature: \_\_\_\_\_

Date: \_\_\_\_\_



**PERFORMANCE SECURITY FORM**

To: .....

*[Name of procuring entity]*

WHEREAS ..... *[Name of tenderer]*  
(Hereinafter called “the tenderer”) has undertaken, in pursuance of Contract No. \_\_\_\_\_  
\_\_\_\_\_ *[Reference number of the contract]* dated \_\_\_\_\_ 20 \_\_\_\_\_  
to supply .....  
*[Description of insurance services]* (Hereinafter called “the Contract”)

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

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

THEREFORE WE hereby affirm that we are Guarantors and responsible to you, on behalf of the tenderer, up to a total of .....  
*[amount of the guarantee in words and figures]*, and we undertake to pay you, upon your first written demand declaring the tenderer to be in default under the Contract and without cavil or argument, any sum of money within the limits of ..... *[Amount of guarantee]* as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

This guarantee is valid until the \_\_\_\_\_ day of \_\_\_\_\_ 20 \_\_\_\_

Signature and seal of the Guarantors

\_\_\_\_\_  
*[Name of bank of financial institution]*

\_\_\_\_\_  
*[Address]*

\_\_\_\_\_  
*[Date]*

*(Amend accordingly if provided by Insurance Company)*

**PERIOD: JUNE 2021 – MAY 2022**

<u>Particulars</u>	<u>Estimated Value</u> <u>Kshs</u>
1. Building at the Logistics center, South Nairobi	
a) Logistics Centre Office & 1 warehouse / Go-downs, Prothesis centre	as per attached schedule
b) Switch TV Office and Studio	as per attached schedule
c) Boma International Hospital College Offices and Training Facility	as per attached schedule
2. Office Furniture, Fittings & Equipments	as per attached schedule
3. Computers and Accessories	as per attached schedule
4. Stock in trade consisting of Relief Supplies	Kes
5. Motor Vehicles	as per attached schedule
6. Motor cycles	as per attached schedule

**SUMMARY OF TOTAL ASSETS**

	BPL	BIHC	EPLUS	SWITCH TV
Land & BUILDING		37,093,389.10	3,904,105	
Building				21,587,519.00
Computer/Telephone & Accessories	791,121.00	11,616,183.01	7,989,974	14,934,468.21
Furnitures	2,081,964.00	15,930,918.97	3,151,570	22,855,446.86
Office equipments & Accessories	200,070.00	6,340,037.04	968,336	170,931,430.38
Kitchen equipments		55,534,832.46		
Leasbold Improvements		22,966,696.76		
Fire Equipments		54,398.00		
Library Books		576,922.78		
Ambulance Equipments			89,051,988	
Lighting				20,447,978.99
Broadcast infrastructure				44,346,908.09
Internet				17,938,584.54
Motor Vehicles and Accessories				
Vehicles Comprehensive			145,801,130	
Motorcycle Comprehensive				
Motor Commercial Comprehensive				
Motor Private Third Party				
Motor Commercial Third Party				
<b>TOTAL ASSET VALUE</b>	<b>3,073,155.00</b>	<b>150,113,378.12</b>	<b>250,867,102.91</b>	<b>313,042,336.07</b>

**WAREHOUSE STOCKS**

Total	Value Amount
Warehouse 5 - Eplus	15,995,397.89
	<b>15,995,397.89</b>

**SUMMARY OF VEHICLES**

	Units	Motor Private Comprehensive			Motor Commercial Comprehensive			Motor Commercial Third party		
		Uom	Qty	Value Kes	Uom	Qty	Value Kes	Uom	Qty	Value Kes
1	Boma Panafrican Ltd	Units	1	5,200,000.00	Units			Units		
2	BIHC	Units			Units			Units	1	
3	Eplus Ambulance	Units	69	145,624,461.41	Units			Units	51	
4	Eplus Landcruiser Hardtop	Units	1	3,190,000.00	Units			Units		
5	Boma Hotel	Units		-	Units	3	8,300,000.00	Units	1	-
			<b>71</b>	<b>154,014,461.41</b>		<b>3</b>	<b>8,300,000.00</b>		<b>53</b>	<b>-</b>