



REQUEST FOR PROPOSALS

**PROVISION OF INSURANCE COVER FOR BOMA
PANAFRICAN HOLDING COMPANIES GLA / GPA / WIBA
FOR THE YEAR 2025 TO 2026**

Document Release Date	:	16TH JULY, 2024
Last Date for Receipt of bids	:	7TH AUGUST, 2024
Time	:	1100 Hours
Submission Method	:	EMAIL: tenders@eplus.co.ke
Tender Number	:	BPPRF000066
Tender Opening Venue and Time	:	E-PLUS LOGISTICS BOARDROOM
TIME	:	1200HRS

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SECTION I - INVITATION FOR TENDERS
Date 16th July, 2024

TENDER REF. NO: BPPRF000066
TENDER NAME: PROVISION OF BOMA PANAFRICAN HOLDING COMPANIES GLA/GPA/WIBA INSURANCE COVER FOR THE YEAR 2023 to 2024.

- 1.1 BPL invites sealed tenders from eligible candidates (UNDERWRITERS AND BROKERS) for provision of BOMA PANAFRICAN HOLDING COMPANIES GLA/GPA/WIBA Insurance cover for the year 2025 to 2025.
- 1.2 Interested eligible bidders may inspect and download the bidding documents from the Boma Panaffrican Holding Companies **website at www.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 (90) days from the closing date of the tender.
- 1.5 Proposals from bidders should be submitted in two distinct parts, Technical and Financial proposals, and these should be in two separate folders both of which should be sent by email to **tenders@eplus.co.ke** clearly marked “**Tender No... BPPRF000066 PROVISION OF BOMA PANAFRICAN HOLDING COMPANIES GLA/GPA/WIBA INSURANCE COVER FOR THE YEAR 2025 to 2026**”. **On or before 11:00 AM on Wednesday 7th August, 2024.**

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

- 1.6 Tenders will be opened immediately thereafter in the presence of the Candidates or their representatives who choose to attend at BPL – Eplus Offices on the same day.

FOR: Managing Director, E-Plus

SECTION II - INSTRUCTION TO TENDERERS

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SECTION II - INSTRUCTIONS TO TENDERERS

2.1. Eligible Tenderers

- 2.1.1 This Invitation for Tenders is open to all tenderers (**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 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 subTenderers) 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 BPL 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 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 BPL by email to 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 90 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**" **Wednesday 7th August, 2024.**
- 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 folder 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 **Wednesday 7th August, 2024 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 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 tender meeting**, at **12.00 Noon Wednesday 7th August, 2024**. 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 at noon. Interested bidders to confirm participation on mail tenders@eplus.co.ke and thereafter we will share the **Zoom/Teams link for the meeting**.
- 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 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 BPL 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 its qualification or who refuses to enter into a contract after notification of contract award shall be considered for debarment from participating in future public procurement.

2.27 Notification of Award

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

Appendix to Instructions to Tenderers

APPENDIX TO INSTRUCTIONS TO TENDERERS

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

Instruction to tender reference	<i>Particulars of Appendix to instructions to tenderers</i>
2.1	<i>All registered insurance companies/UNDERWRITERS AND BROKERS) Who meet the required technical and financial capabilities?</i>
2.12.1	<i>All tenderers must submit a tender security of 2% of the tender sum)</i>
2.15.2 (b)	Wednesday 7th August, 2024 11.00 Am
2.16.1	<i>As 2.15.2 (b) above</i>
2.18.1	<i>As 2.15.2 (b) above</i>

Mandatory Requirements

1. Must be registered with Insurance Regulatory Authority for the current year 2024 and a copy of the current license submitted as evidence.
2. Must have annual gross premiums turnover in previous year (2023) of at least Ksh.3 Billion.
3. Must have paid up capital of at least Kshs.500 million
4. Must give current recommendation letters (dated January-June 2024) from 5 reputable clients wherein they have provided Insurance Services with a contract sum of at least Ksh.50 million each per year within the last five years (2019 to date).
5. Must provide detailed company profile
6. Must submit detailed CVs of at least 5 (five) top and technical staff with evidence of professional qualifications and membership to professional bodies
7. Must be a member of the Association of Kenya Insurers and Association of Insurance Brokers of Kenya (AKI/AIBK) and provide current/valid certificate for 2024.
8. Must have solvency margin of not less than 150% in 2023 and provide evidence
9. Must submit copies of the following documents; PIN Certificate, Valid Tax Compliance Certificate, Certificate of Registration/Incorporation, Current CR12 form
10. Completed confidential business questionnaire
11. Must submit a copy of the signed audited report for three previous financial years (2021, 2022 & 2023)

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.

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 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 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 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.

4.1. CONDITIONS TO BE MET BY THE TENDERER

1. Must be registered with Insurance Regulatory Authority for the current year 2024 and a copy of the current license submitted as evidence.
2. Must have annual gross premiums turnover in previous year (2023) of at least Ksh.3 Billion.
3. Must have paid up capital of at least Kshs.500 million
4. Must give current recommendation letters (dated January – June 2024) from 5 reputable clients wherein they have provided Insurance Services with a contact sum of at least Ksh.50 million each per year within the last five years (2019 to date).
5. Must provide detailed company profile
6. Must submit detailed CVs of at least 5 (five) top and technical staff with evidence of professional qualifications and membership to professional bodies
7. Must be a member of the Association of Kenya Insurers and Association of Insurance Brokers of Kenya (AKI/AIBK) and provide current/valid certificate for 2024
8. Must have solvency margin of not less than 150% in 2023 and provide evidence
9. Must submit copies of the following documents; PIN Certificate, Valid Tax Compliance Certificate, Certificate of Registration/Incorporation, Current CR12 form.
10. Completed confidential business questionnaire
11. Must submit a copy of the signed audited report for three previous financial years (2021,2022 & 2023)

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

4.2 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	Not applicable
3.7 Delivery of Services	As per the schedule attached of requirements
3.8 Payment	Within 30days after placement/commencement of insurance cover or as agreed
3.9 Price adjustment	Terms and conditions of policy including rates at inception of cover shall prevail for contract period
3.16 Applicable law	Government of Kenya
3.18 Notices	Procurement Manager,

SECTION V - SCHEDULE OF REQUIREMENTS

Notes for preparing Schedule of Requirements.

1. The schedule of Requirements shall be included in the tender documents by BPL and shall cover, at the minimum, a description of the insurance cover to be provided and full particulars of the same.
2. The objectives of the schedule of requirements is to provide sufficient information to enable tenderers to prepare their tenders comprehensively, efficiently and accurately. In particular, the price schedule for which a form is provided in Section VI must be carefully completed.
3. In addition, the schedule of requirements together with the price schedule should serve as a basis in the event of services variation at the time of award of contract pursuant to instruction to tenderers paragraph 2.26

SECTION V - SCHEDULE OF REQUIREMENTS

Provision of Insurance Cover for BOMA PANAFRICAN HOLDING COMPANIES - GLA/GPA/WIBA for the Year 2025 to 2026

SUMMARY INSURANCE 2025 TO 2026				
BUSINESS UNITS	PRODUCT	GROUP	POPULATION	ANNUAL SALARY
LIFE	GLA/GPA/WIBA	EPLUS	157	110,000,000.00
	GLA/GPA/WIBA	BIHC	64	81,662,457.48
	GLA/GPA/WIBA	SWITCH MEDIA	20	25,844,937.63
GENERAL	GLA/GPA/WIBA	EPLUS	STAFF ONLY	
	GLA/GPA/WIBA	BIHC	STAFF ONLY	
	GLA/GPA/WIBA	SWITCH MEDIA	STAFF ONLY	
	GLA/GPA/WIBA	INTERs	15	
	GLA/GPA/WIBA	BOARD OF DIRECTORS - EPLUS	5	
	GLA/GPA/WIBA	BOARD OF DIRECTORS - BIHC	4	
	GLA/GPA/WIBA	BOARD OF DIRECTORS – SWITCH MEDIA	7	

STAFF BENEFIT: GROUP LIFE ASSURANCE	
Coverage: Cover is on 24 Hours worldwide-International and domestic terrain	
Group Life Insurance Cover-Illness, Accidental and Natural Risks (To include Pandemics – COVID -19)	
BENEFITS INCLUDED	COVER LIMITS
Death Benefits-illness and natural causes	5 Years Annual Salaries
Permanent and Total Disability (PTD)	5 Years Annual Salaries
Principal Member's Last Expense-Stand Alone	KES 150,000.00
Rider Spouse's Last Expense	KES 100,000.00
Critical illness 30% Sums Assured	
ANNUAL PREMIUMS	

Other Features for consideration:

- What is the Free Cover Limit?
- What are the Age Limits under the death benefits and the critical illness cover?
- Critical illness (accelerated) at 30% death benefit – please indicate upper limit
- Does the cover include Repatriation benefit for both local and international incidents? How much?
- Please indicate what the Policy Exclusions are.
- Does the cover include Last expense for the spouse:
- Geographic Limits: Indicate the Geographical Limits.
- Is there any Cover extension after the member exits the scheme?
- What are the Profit share options
- Indicate all possible value additions to the scheme

STAFF BENEFIT:GLA/ WIBA /GPA – COMBINED	
Coverage: Cover is on 24 Hours worldwide-International and domestic terrain	
Group Life Insurance Cover-Illness, Accidental and Natural Risks	
BENEFITS INCLUDED	COVER LIMITS
Death Benefits-illness and natural causes	8 Years Annual Salaries
Permanent and Total Disability (PTD)	8 Years Annual Salaries
Temporary Total Disability	Actual Weekly earnings up to a maximum of 104 weeks.
Principal Member’s Last Expense-Stand Alone	KES 150,000.00
Rider Spouse’s Last Expense	KES 100,000.00
Medical	KES 250,000.00
ANNUAL PREMIUMS	

Other Features for consideration

1. What would be the excess payable per claim?
2. Is there Hospital cash for each day one is hospitalized for medical treatment or surgery.
3. Does the cover extend to Passive war (political violence and terrorism)?
4. Does the cover extend to Pandemics (e.g. COVID – 19)
5. What is the accumulation limit upon there being a catastrophic even including several employees of the same organization
6. What is the Limit any one person can be compensated?
7. Please indicate what the Policy Exclusions are

STAFF BENEFIT: WIBA /GPA – VOLUNTEERS	
Number of Members: Any 100	
Coverage: Cover is on 24 Hours worldwide-International and domestic terrain	
Group Life Insurance Cover-Illness, Accidental and Natural Risks	
BENEFITS INCLUDED	COVER LIMITS
Death Benefits-illness and natural causes	2,500,000
Permanent and Total Disability (PTD)	2,500,000
Temporary Total Disability	10,000
Principal Member's Last Expense-Stand Alone	KES 150,000.00
Medical	KES 250,000.00
ANNUAL PREMIUMS	

EXECUTIVE COVER

STAFF BENEFIT: WIBA /GPA – EXECUTIVE	
Number of Members: 2	
Coverage: Cover is on 24 Hours worldwide-International and domestic terrain	
Group Life Insurance Cover-Illness, Accidental and Natural Risks	
BENEFITS INCLUDED	COVER LIMITS
Death Benefits-illness and natural causes	2,500,000
Permanent and Total Disability (PTD)	2,500,000
Temporary Total Disability	10,000
Principal Member's Last Expense-Stand Alone	KES 150,000.00
Rider Spouse's Last Expense	KES 100,000.00
Medical	KES 250,000.00
ANNUAL PREMIUMS	

EMPLOYERS LIABILITY (COMMON LAW) INSURANCE POLICY

GEOGRAPHICAL AREA: Please Indicate

LIMITS OF COMPANY'S LIABILITY:

- (a) Any one person Kshs. 2,000,000
- (b) Any one occurrence Kshs. 10,000,000
- (c) Any one year Kshs. 20,000,000

Policy Deductible/ Excess: Please provide any applicable excess/Deductibles

Note: Quotation should include all value added benefits

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: _____
Name and address of procuring entity

Date _____
Tender No. _____
Tender Name _____

Gentlemen and/or Ladies: -

1. Having examined the Tender documents including Addenda No. (Insert numbers) the receipt of which is hereby duly acknowledged, we the undersigned, offer to provide Insurance Services under this tender in conformity with the said Tender document for the sum of [Total Tender amount in words and figures] or such other sums as may be ascertained in accordance with the Schedule of Prices attached herewith and made part of this Tender.

2. We undertake, if our Tender is accepted, to provide the Insurance Cover Services in accordance with the conditions of the tender.

3. We agree to abide by this Tender for a period of [Number] days from the date fixed for Tender opening of the Instructions to Tenderers, and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

4. This Tender, together with your written acceptance thereof and your notification of award, shall constitute a Contract between us subject to the signing of the contract by both parties.

5. We understand that you are not bound to accept the lowest or any tender you may receive.

Dated this _____ day of _____ 2024

[Signature]

[In the capacity of]

Duly authorized to sign tender for and on behalf of _____

Price Schedule Form

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

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 GLA/GPA/WIBA 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 GLA/GPA/WIBA 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 tenderer>?

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)

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)

ANNEXES:

The Tender Evaluation Criteria

1. Preliminary Examination – Mandatory
2. Technical Evaluation 60 marks – 100% (Passmark 75%)
3. Financial Proposal 40 marks – Lowest Evaluated Bidder

NB Bidders must meet all the mandatory requirements to qualify for technical evaluation. Please note that all documents provided by the underwriter will be verified with the relevant authorities where necessary to establish authenticity. Issuing of fake documents will render the tender non-responsive.

1. Mandatory Requirements

1	MANDATORY REQUIREMENTS	
	Copy of certificate of Incorporation/Registration	
	Duly filled, signed and stamped form of tender	
	Duly filled signed and stamped Price Schedule form	
	Copy of Valid Tax Compliance Certificate	
	A copy of Current CR12 for limited company and Sole proprietor & Partnership companies to provide copies of directors I.D)	
	Proof of registration as a member of AKI/AIBK for the current year 2024	
	Copy of registration certificate from IRA for 2024	
	A valid Single business permit from County Government for 2024	
	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.	
	Submit copies of audited accounts for the latest three (3) financial years (2021, 2022 & 2023)	
	Duly filled, signed and stamped Self Declaration Form	
	Duly filled, signed and stamped Conflict of Interest Form	

	Duly filled, signed and stamped Anti-Corruption Declaration form.	
	Must have been in existence for the last ten years (Attach copies of IRA registration certificates as proof)	
	Must provide one original and one copy of the Tender which MUST be Paginated/serialized/Numbered on each page including all the attachments	

2. Technical Evaluation

Assessment Criteria	Maximum Points Possible	Bidders score	Remarks
(1) Introduction: <ul style="list-style-type: none"> Description of the Firm and the Firm's Qualifications Size of firm & capability - Number of partners, staff, resources 	5		
(2) Background : Understanding of the cover, context and requirements for services	15		
(3) Proposed Methodology: The proposed methodology MUST provide an indication of its effectiveness and added value in the proposed assignment.	15		
(4) Firms Experience in undertaking assignments of similar nature and experience for other clients <ul style="list-style-type: none"> Provide a summary and supporting information on overall years of experience 5 relevant References letters 	10		
(5) Proposed Team Composition: <ul style="list-style-type: none"> Tabulate the team composition to include the general qualifications, suitability for the specific task to be assigned and overall years of relevant experience to the proposed assignment. The proposed management team composition should balance effectively with the necessary skills and competencies required to undertake the proposed assignment. Provide detailed CV's 	15		
TOTAL SCORE	60		

3. Financial Evaluation

All bidders who score less than 75% on the technical score will not be considered for financial bid analysis. Financial bids for all firms who will have scored a total of 75% and above on their technical bids will be scrutinized and adjusted to allow for fair comparison between all the tenderers.

Technical proposal	60
Financial proposal	40
Total	100