



KENYA TOURISM BOARD (KTB)

TENDER DOCUMENT

FOR

**PROVISION OF INSURANCE FOR BROKERAGE SERVICES FOR MEDICAL
INSURANCE COVER AND GROUP PERSONAL ACCIDENT COVER**

TENDER NO. KTB/OT/001/2017-2018

CLOSING DATE: TUESDAY 25TH JULY, 2017 AT 12.00 NOON (KENYA TIME)

Kenya Tourism Board

P.O. Box 30630 – 00100, Nairobi, Kenya **Tel:** (020) 2711 262/2749 000

Website: www.magicalkenya.com

TABLE OF CONTENTS

	Section	Page
A.	Invitation To Tender	3
B.	General Information	5-17
C.	General Conditions of Contract	18-22
D.	Special Conditions of Contract	22-23
E.	Schedule of Requirements	23-30
F.	Methodology/Design of Services	31-32
G.	Tender Forms and Bill of Services	33-35
H.	Tender Security Form	36
I.	Contract Form	37
J.	Performance Security Form	38
	Appendix I- Mandatory Confidential Business Questionnaire	39-42

SECTION A - INVITATION TO TENDER

PROVISION FOR INSURANCE BROKERAGE SERVICES FOR MEDICAL INSURANCE COVER (STAFF & DIRECTORS) AND GROUP PERSONAL ACCIDENT COVER 2017-2018

1. Kenya Tourism Board invites bidders to tender for the **Provision for Insurance Brokerage Services for Medical Insurance Cover (Staff & Directors) and Group Personal Accident Insurance Cover** for a period of One (1) year renewable for another One (1) year but subject to satisfactory performance in the first year of the contract, as indicated in the attached Tender Document.
2. Interested eligible tenderers may obtain further information from, and inspect the tender document at our procurement office located at Kenya Tourism Board , Kenya Re towers, off Ragati Road, Upper hill, 8th floor from 8.00 a.m to 5.00 p.m. on Mondays to Fridays inclusive except on public holidays.
3. A complete set of the tender document may be obtained by interested candidates from the procurement office, during working hours, i.e. Monday to Friday between 8.00 a.m. – 1.00 p.m. and 2.00 p.m. – 5.00 p.m. **w.e.f 11th July, 2017** upon payment of a non-refundable fee of **Kshs. 1,000.00** per set of documents payable at the cashier's office on 7th floor either in cash or Bankers Cheque.

Eligible bidders can also view/obtain/download the above tender document from our destination website www.magicalkenya.com/tenders , or corporate website www.ktb.go.ke/tenders , or IFMIS website www.supplier.treasury.go.ke **free of charge**. For those who physically pick the tender document from procurement office must attach evidence of payment to the technical proposal

4. Submit original and copy of the **Technical and Financial proposals** in sealed envelopes indicating the Tender Number and Tender Name and clearly marked **TECHNICAL PROPOSAL** and the original and copy of **FINANCIAL PROPOSAL** clearly marked **FINANCIAL PROPOSAL** and a warning **DO NOT OPEN WITH THE TECHNICAL PROPOSAL**. Both envelopes shall be placed into an outer envelope and sealed. This outer envelope shall clearly be marked **DO NOT OPEN EXCEPT IN THE PRESENCE OF THE OPENING COMMITTEE** and addressed to:

**CHIEF EXECUTIVE OFFICER
KENYA TOURISM BOARD
P.O. BOX 30630-00100
NAIROBI
TEL: 020-2711262**

Proposals received on email or fax will not be accepted.

You are advised to submit proposals for the different covers in separate sections

5. The Technical Proposal must be accompanied by a tender security in the format specified in the attached form of tender security, in a bank's letterhead. **The bid security is of Kshs.200,000.00**

The Proposal documents shall be received **on or before 25th July, 2017 at 12.00 noon** and deposited in the tender box located on 7th Floor Kenya Re Towers, off Ragati Road.

Opening of the tenders will take place immediately thereafter in the Boardroom on 8th Floor in the presence of bidders who wish to attend.

Late submissions will not be accepted

CHIEF EXECUTIVE OFFICER

SECTION B - GENERAL INFORMATION

Introduction

1. Eligible Bidders

- 1.1 This Invitation for Tenders is open to all **Medical Insurance Brokers**.
- 1.2 The bidders shall provide the services for the stipulated duration from the Commencement date as shall be specified in the letter of award.

2. Cost of Tendering

- 2.1 The Bidder shall bear all costs associated with the preparation and submission of its tender, and Kenya Tourism Board, will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the tendering process.
- 2.2.1 KTB shall allow the tenderer to review the tender document free of charge before purchase.

The Tender Document

3. Clarification of Documents

- 3.1 The bidder may request a clarification not later than Seven (7) days before the deadline for the submission of the proposals. Any request for clarification must be sent in writing by post, fax or email to procurement@ktb.go.ke KTB will respond by post, fax or email to such requests and will send written copies of the response (including an explanation of the query but without identifying the source of inquiry) to all bidders who are participating in the tender

4. Amendment of Documents

- 4.1 At any time prior to the deadline for submission of tenders, Kenya Tourism Board, for any reason, whether at its own initiative or in response to a clarification requested by all bidders, may modify the tender documents by amendment.
- 4.2 All bidders who have received the tender documents will be notified of the amendment in writing and such amendment will be binding on them.
- 4.3 In order to allow all bidders reasonable time in which to take the amendment into account in preparing their tenders, Kenya Tourism Board, at its discretion, may extend the deadline for the submission of tenders.

5. Preparation of Tenders

- 5.1 The bidders are invited to submit **Technical Proposals** and **Financial Proposals** for **Provision for Insurance Brokerage Services for Medical Insurance Cover and Group Personal Accident Insurance** for a period of one (1) year (2017-2018). The proposals will be the basis for contract negotiations and ultimately for signed contract(s) with the selected firm.

The **Technical Proposals** shall, among other information requested in this tender, give a

brief description of the firm's profile.

Bidders **must** comply with the following:

- a) Must be Companies registered with the Registrar of Companies and a certified copy of the Certificate of Incorporation provided. Registered office and physical address to be indicated.
- b) Provide a copy of a valid Tax Compliance Certificate from Kenya Revenue Authority.
- c) The Service Provider shall be expected to provide a Performance Security cover equivalent to 10% of the quoted premium and Intermediaries shall be expected to provide a Professional Indemnity cover of a value not less than Ksh.10 million upon award of tender.
 - i. A copy of the policy certificate must be attached.
 - ii. Compensation shall be claimed against this cover if the bidder fails to perform any of its obligations or provides services falling below the standard set out herein or is in breach of any of its material obligations under the contract.
 - iii. The professional indemnity cover should among other things include negligence, acts of omissions/ commission of the Service Provider.
- d) The bidders must submit a financial statement in the form of the latest two (2) financial years' audited accounts duly certified and signed by a Certified Public Accountant.
- e) The Underwriters shall submit documentary evidence indicating that their premium turnover over the past two years was at least Kshs. 500 million excluding motor insurance premiums. Kenya Tourism Board reserves the right to verify this information with the Insurance Regulatory Authority.
- f) A brief description of the Bidder's organization and an outline of recent experience on assignments of a similar nature. For each assignment, the outline should have duration of the assignment, contract amount, and Service Provider's involvement.
- g) Bidders shall outline clearly the risks and responsibilities of the parties in the contract in the event of a joint bid between underwriter and Healthcare Broker (intermediary).
- h) Brokerage firms MUST ensure tender/bid proposal are accompanied by the medical underwriters proposal attached in the same tender document.

Any other additional information requested in the Tender Document.

The Technical Proposal shall not include any financial information.

Financial Proposal

- 5.2 The Financial Proposals for the different categories of insurances should clearly identify, as a separate amount, the taxes, duties, fees, levies, and other impositions imposed under the applicable law, on the Service Providers, in relation to the Assignment.
- 5.3 Rates must be expressed, and will be paid, in **Kenya Shillings**.
- 5.4 Proposals must remain valid for one hundred and twenty (120) days after date of tender opening.

Mandatory Preliminary Examination (For Intermediaries)

- (i) A copy of a Certificate of Incorporation/Registration.
- (ii) A copy of a Medical Insurance Registration Certificate by Insurance Regulatory Authority.
- (iii) Professional Indemnity cover of not less than Kshs.10 million.
- (iv) Turnover of over Kshs. 200 million excluding motor insurance premiums.
- (v) Audited financial statements for the last 2 years.
- (vi) A copy of valid Tax Compliance Certificate.
- (vii) Bank deposit with IRA of Kshs. 5 million.
- (viii) Recommendation letters from 5 corporate clients to whom you have provided medical service in the last two years.
- (ix) Company profile

Mandatory Evaluation Criteria for Medical Underwriters

- (i) A copy of a Certificate of Incorporation/Registration.
- (ii) A copy of a Medical Insurance Registration Certificate by Insurance Regulatory Authority.
- (iii) Evidence of 5 years experience.
- (iv) A copy of a valid Tax Compliance Certificate.
- (v) Turnover of over Ksh500 millions excluding motor insurance premiums.
- (vi) Solvency margin of 150% as at 31st December, 2016 (Certified by Insurance Regulatory Authority).
- (vii) Company profile.

A financial due diligence may be conducted at the discretion of the Board.

Note: Failure to provide any of the above documents/requirements will lead to automatic disqualification and will not proceed to the technical evaluation stage

EVALUATION CRITERIA FOR TECHNICAL PROPOSALS

Evaluation of the Technical Proposal (For Medical Insurance)

The technical proposal shall be evaluated using the criteria listed below:

	Evaluation Criteria	Parameters	Score	Max. Score
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	Evaluation Criteria	Parameters	Score	Max. Score
1.	<p>Experience of the firm No. of years in Business Minimum 5 Years</p> <p>Each extra year</p>	<p>1 mark per year of experience</p> <p>1 mark per year of experience</p>	<p>5mks</p> <p>10mks Max</p>	10
2.	<p>5 Reference Letters – Rating • Claims</p> <p>5 Reference Letters – Rating • Underwriting</p> <p>5 Reference Letters – Rating • Customer Care</p>	<p>Excellent Good Average Poor</p> <p>Excellent Good Average Poor</p> <p>Excellent Good Average Poor</p>	<p>1.3mks per referral 1mks per referral 0.5mks per referral 0mks per referral</p> <p>1.3mks per referral 1mks per referral 0.5mks per referral 0mks per referral</p> <p>1.3mks per referral 1mks per referral 0.5mks per referral 0mks per referral</p>	19.5
3.	<p>CVs for at least 4 key Medical staff Scheme Administrators</p> <p>The team proposed for the assignment shall comprise of at least four (4) experienced personnel. This shall include the team leader, one (1) senior management staff and two (2) other management staff.</p> <p>The team as a whole must comprise of at least (2) associates of the chartered insurance institute or equivalent (such as the Insurance Institute of Kenya)</p>	<p>Graduate with a minimum of 5 years work Experience</p> <p>Teams experience</p> <p>Professional membership</p>	<p>1.5 mk each (total 6 mks)</p> <p>5 marks</p> <p>4 marks</p>	15

Temporary total disablement -	weekly earnings up to 104 weeks
Medical expenses	- Kshs. 500,000.00
Accumulation limits (any one accident)	Kshs. 100,000,000.00
Funeral Cover	Kshs. 100,000.00

The technical proposal shall be evaluated using the criteria listed below:

	Evaluation Criteria	Parameters	Score	Max. Score
1.	Experience of the firm No. of years in Business Minimum 5 Years Each extra year	2 marks per year of experience 2 marks per year of experience	10mks 25mks Max	25
2.	5 Reference Letters – Rating • Claims 5 Reference Letters – Rating • Underwriting 5 Reference Letters – Rating • Customer Care	Excellent Good Average Poor Excellent Good Average Poor Excellent Good Average Poor	1.3mks per referral 1mks per referral 0.5mks per referral 0mks per referral 1.3mks per referral 1mks per referral 0.5mks per referral 0mks per referral 1.3mks per referral 1mks per referral 0.5mks per referral 0mks per referral	19.5
3.	CVs for at least 4 key Medical staff Scheme Administrators	Graduate with a minimum of 5 years work experience	5 mks each	20

	Evaluation Criteria	Parameters	Score	Max. Score
4.	Methodology and Work plan for claims settlement Illustrate the methodology and work plan (with appropriate timing) and indicate the proposed claims turn around period (The shorter and realistic the time, the higher the mark)	20.5mks	20.5mks	20.5
5	Financial Capability Business Turnover – Last yr Minimum Add Add	150M pa Between 150M-250M Above 250M	5Mks 10Mks 15mks(full mark}	15
	TOTAL:			100

Please indicate any exclusions and special clauses.

A proposal shall be rejected at this stage if it fails to achieve a minimum Technical score of 80%.

Preparation of Tender Proposal

6. Language of Tender

6.1 The tender prepared by the tenderer, as well as all correspondence and documents relating to the tender exchanged by the tenderer and the Procuring entity, shall be written in English language, provided that 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.

7. Technical Proposal

7.1 In preparing the Technical Proposal, tenderers are expected to examine the documents constituting this tender in detail. Inconsistencies in providing the information requested shall result in rejection of a proposal. The following annexes will form the basis of the Technical proposal evaluation criteria;

- (i) Technical proposal submission form

- (ii) Qualification information
- (iii) Tender and Confidential business questionnaire
- (iii) Tender Security

8. Financial proposal

8.1 In preparing the Financial Proposal, tenderers are expected to examine the documents constituting this tender in detail. Inconsistencies in providing the information requested shall result in rejection of a proposal. The following annexes will also form the basis of the financial proposal evaluation criteria;

- (i) Financial proposal submission form
- (ii) Tender form
- (iii) Bill of service

9. Tender Form

The bidder shall complete the Tender Form and the appropriate Rates Schedule furnished in the tender documents, indicating the services to be performed.

10. Tender Prices/Rates

10.1 Rates quoted by the bidder shall be fixed during the Term of the Contract and not subject to variation on any account. A tender submitted with an adjustable rates quotation will be treated as non-responsive and will be rejected.

11. Tender Currencies

11.1 **The bidder shall furnish, as part of its technical proposal a Tender Security of Kshs.200,000.00 in a separate sealed envelope marked “TENDER SECURITY FOR PROVISION OF MEDICAL INSURANCE COVER AND GROUP PERSONAL ACCIDENT INSURANCE COVERS 2017 -2018”.**

Prices shall be quoted in **Kenya Shillings**.

12. Tender Security

12.1 The tender security is required to protect Kenya Tourism Board against the risk of Bidder's conduct, which would warrant the security's forfeiture.

12.2 The tender security shall be denominated in Kenya Shillings and shall be in the form of a bank guarantee issued by a reputable bank located in Kenya, in the form provided in the tender document or another form acceptable to Kenya Tourism Board and valid for thirty (30) days beyond the validity of the tender.

12.3 Any tender not secured in accordance with paragraph 12.1 and 12.2 will be rejected by Kenya Tourism Board as non-responsive.

12.4 Unsuccessful Bidder's tender security will be discharged or returned as promptly as possible as but not later than thirty (30) days after the expiration of the period of tender validity

prescribed by Kenya Tourism Board.

12.5 The successful Bidder's tender security will be discharged upon the bidder signing the contract and furnishing the performance security.

12.6 The tender security may be forfeited:

- a) If a bidder withdraws its tender during the period of tender validity specified by Kenya Tourism Board on the Tender Form; or
- b) In the case of a successful bidder, if the bidder fails to sign the contract with Kenya Tourism Board as indicated.
- c) If the Bidder rejects the correction of an arithmetic error, by Kenya Tourism Board.

13. Validity of Tenders

13.1 Tenders shall remain valid for **120 days** after the date of tender opening prescribed by Kenya Tourism Board.

13.2 In exceptional circumstances, Kenya Tourism Board may solicit the Bidder's consent to an extension of the period of validity. The request and the responses thereto shall be made in writing.

14. Format and Signing of Tender

14.1 The original and one copy of the tender shall be typed or written in indelible ink and shall be signed by the bidder or a person/s duly authorized to bind the bidder to the contract. The latter authorization shall be indicated by written power-of-attorney accompanying the tender.

All pages of the tender, except for un-amended printed literature, shall be initialed by the person or persons signing the tender well serialized and properly bound.

15. Submission of Tenders

Sealing and Marking of tenders

15.1 Each Tender shall be marked "**ORIGINAL**" or "**COPY**" as appropriate. If there are any discrepancies between the original and the copies of the proposal, the original governs.

15.2 The original and copies of the Technical Proposal shall be placed in a plain sealed envelope clearly marked "**Technical Proposal.**"

15.3 This is a two (2) envelope Tender, Financial Aspects of the bid shall not be shown in the Technical Proposal. The **original and a copy of the Financial Proposal** shall be placed in a sealed envelope clearly marked "FINANCIAL PROPOSAL" and warning: "**DO NOT OPEN WITH THE TECHNICAL PROPOSAL.**" Both envelopes containing the financial proposal shall be placed into an outer envelope and sealed. This outer envelope shall bear the submission address and be clearly marked, "**DO NOT OPEN, EXCEPT IN PRESENCE OF THE EVALUATION COMMITTEE.**"

15.4 The Tender security must be placed in A PLAIN SEPARATE ENVELOPE clearly marked "**TENDER SECURITY FOR PROVISION FOR INSURANCE BROKERAGE**"

SERVICES FOR MEDICAL INSURANCE COVER AND GROUP PERSONAL ACCIDENT INSURANCE COVERS 2017 -2018". Any bid whose bid security is placed in the Financial Proposal shall be rejected and disqualified from evaluation.

15.5 The tenders shall be:

(a) Be addressed to Kenya Tourism Board at the following address:

Chief Executive Officer
Kenya Tourism Board
Kenya Re towers, Off Ragati Road, Upper Hill,
P.O. Box 30630-00100, Nairobi, Kenya

(b) Bear the Tender Name and Tender Number, "**TENDER FOR PROVISION FOR INSURANCE BROKERAGE SERVICES FOR MEDICAL INSURANCE COVER AND GROUP PERSONAL ACCIDENT INSURANCE COVER 2017 -2018 – KTB/OT/0001/2017-2018**"

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

15.7 If the outer envelope is not sealed and marked as required, Kenya Tourism Board will assume no responsibility for the tender's misplacement or premature opening.

16. Deadline for Submission of Tenders

16.1 Tenders must be received by Kenya Tourism Board at the address specified under paragraph 15.5(a) not later than **25th July, 2017 at 12.00 Noon**

16.2 Kenya Tourism Board may, at its discretion, extend this deadline for the submission of tenders by amending the tender documents, in which case all rights and obligations of Kenya Tourism Board and candidates previously subject to the deadline will thereafter be subject to the deadline as extended.

17. Modification and Withdrawal of Tenders

17.1 The bidder may modify or withdraw its tender after the tender's submission, provided that written notice of the modification, including substitution or withdrawal of the tenders, is received by the Procuring Entity prior to the deadline prescribed for submission of tenders.

17.2 The Bidder's modification or withdrawal notice shall be prepared, sealed, marked, and dispatched in accordance with the provisions of paragraph 13. A withdrawal notice may also be sent by fax, but followed by a signed confirmation copy, postmarked not later than the deadline for submission of tenders.

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

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 specified by the bidder on the Tender

Form.

Opening and Evaluation of Tenders

18. Opening of Tenders

18.1 Kenya Tourism Board will open all proposals on **25th July, 2017 at 12.00 Noon** after the tender submission deadline.

19. Clarification of Tenders

19.1 To assist in the examination, evaluation and comparison of tenders, Kenya Tourism Board may, at its discretion, ask the bidder 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.

19.2 Any effort by the bidder to influence Kenya Tourism Board in the tender evaluation, tender comparison or contract award decisions may result in the rejection of the bidders' tender.

20. Evaluation and Comparison of Tenders

20.1. The tender evaluation committee shall evaluate the tender within 30 days from the date of opening the tender.

20.2.. In evaluating the proposals the comparison shall be of the rates submitted including all costs, as well as duties and taxes payable.

21. Evaluation Criteria

21.1 Kenya Tourism Board will award the contract to the successful bidder whose tender has been determined to be substantially responsive, and qualified to perform the contract satisfactorily.

21.2 Tenders will be evaluated on the basis of their responsiveness to evaluation criteria set out in clause 6.2.

21.3 After the evaluation of Technical Proposal is completed, Kenya Tourism Board shall notify those bidders whose proposals did not meet the minimum qualifying mark or were considered non-responsive to the tender and Terms of Reference, indicating that their Financial Proposals will be returned unopened. Kenya Tourism Board shall simultaneously notify the bidders that have secured the minimum qualifying mark, indicating the date and time set for opening the Financial Proposals.

21.4 The Financial Proposals shall be opened publicly in the presence of the bidders' representatives who choose to attend. The name of the Bidders, the technical scores, and the proposed prices shall be read aloud and recorded when the Financial Proposals are opened. Kenya Tourism Board shall prepare minutes of the public opening.

21.5 The Bidders who will have submitted the most competitive financial proposal will be invited for negotiations on the award of the contract.

22. Other Requirements

- 22.1 The Bidder shall provide accurate information on any litigation or arbitration or complaints pending before any Committee or any other forum resulting from his professional practice over the last five years. Kenya Tourism Board reserves the right to carry out an independent investigation to verify the accuracy of the information so provided.
- 22.2 The most responsive bidders evaluated may be invited to make a presentation of their proposals on the basis of the tender submitted.

23. Contacting Kenya Tourism Board

- 23.1 No bidder shall contact Kenya Tourism Board on any matter relating to its tender, from the time of the tender opening to the time the contract is awarded.
- 23.2 Any effort by a bidder to influence Kenya Tourism Board in its decisions on tender evaluation, tender comparison, or contract award may result in the rejection of the Bidder's tender.

Award of Contract

24. Post qualification

- 24.1 Kenya Tourism Board will determine to its satisfaction whether the bidder that is selected as having submitted the lowest evaluated responsive tender is qualified to perform the contract satisfactorily.
- 24.2 The determination will take into account the bidder's financial and technical capabilities. It will be based upon an examination of the documentary evidence of the bidder's qualifications submitted by the bidder as well as such other information as Kenya Tourism Board deems necessary and appropriate.

25 Award Criteria

- 25.1 Kenya Tourism Board will award the contract to the successful bidder whose tender has been determined to be substantially responsive and has been determined to be the lowest evaluated tender, provided further that the bidder is determined to be qualified to perform the contract satisfactorily.

26. Kenya Tourism Board's Right to Accept or Reject any or All Tenders

- 26.1 Kenya Tourism Board 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 bidder or bidders or any obligation to inform the affected bidder or bidders of the grounds for the action.
- 26.2 Kenya Tourism Board also reserves the right to award the tender in part or in full to the most satisfactorily responsive bidder.

27. Notification of Award

27.1 Prior to the expiration of the period of tender validity, Kenya Tourism Board will notify the successful bidder in writing that its tender has been accepted.

27.2 The notification and acceptance of award will constitute the formation of the Contract.

28. Signing of Contract

28.1 At the same time as Kenya Tourism Board notifies the successful bidder that its tender has been accepted, Kenya Tourism Board will send the bidder the Contract Form provided in the tender documents, incorporating all agreements between the parties.

28.2 Within fifteen (15) days of receipt of the Contract Form, the successful Bidder shall sign and date the contract and return it to Kenya Tourism Board.

29. Corrupt Fraudulent Practices

29.1 Kenya Tourism Board requires that bidders observe the highest standard of ethics during the procurement process and execution of contracts. In pursuance of this policy, Kenya Tourism Board:-

(a) Defines, for the purposes of this provision, the terms set forth below as follows:

(i) “corrupt practice” means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution; and

(ii) “fraudulent practice” means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of Kenya Tourism Board, and includes collusive practice among bidder (prior to or after tender submission) designed to establish tender prices at artificial non-competitive levels and to deprive Kenya Tourism Board of the benefits of free and open competition;

(b) will reject a proposal for award if it determines that the bidder recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question;

(c) will declare a firm ineligible, either indefinitely or for a stated period of time, to be awarded any contract if at any time determines that the firm has engaged in corrupt or fraudulent practices in competing for, or in executing, a contract.

29.2 Furthermore, bidders shall be aware of the provision stated in the General Conditions of Contract

SECTION C - GENERAL CONDITIONS OF CONTRACT

1. Definitions of terms

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

- (a) “The Contract” means the agreement entered into between Kenya Tourism Board and the medical insurance cover Service Provider, 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 Services” means Medical Insurance Cover Services and Group Personal Accident cover to be provided by the Service Provider or the Underwriter under the Contract.
- (c) “The Client” means Kenya Tourism Board.
- (d) “The Service Provider” or “The Underwriter” means the firm providing the Services under this Contract.
- (e) “The Broker” or “The Intermediary” means the individual arranging, go-between or a conduit for the transaction between the Service Provider /Underwriter and the Client

2. Use of Contract Documents and Information

The Candidate shall not, without Kenya Tourism Board prior written consent, disclose the Contract information furnished by or on behalf of Kenya Tourism Board in connection therewith, to any person other than a person employed by the bidder in the performance of the Contract.

3. Patent Rights

The bidder shall indemnify Kenya Tourism Board against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the services or any part thereof in the country.

4. Payment

Payments shall be made promptly by Kenya Tourism Board as specified in the special Conditions of contract.

5. Rates

Rates charged by the bidders for Medical Services, and Group Personal Accident performed under the Contract shall be fixed and **shall not** vary during the period of the contract

6. Assignment

The bidder shall not assign, in whole or in part, its obligations to perform under this Contract, except with Kenya Tourism Board’s prior written consent.

7. Termination for Default

7.1 Kenya Tourism Board may, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the bidder, terminate this Contract in whole or in part:

- (a) If the bidder fails to provide any or all of the services within the period(s) specified in the Contract, or within any extension thereof granted by Kenya Tourism Board.
- (b) If the bidder fails to perform any other obligation(s) under the Contract.
- (c) If the bidder, in the judgment of Kenya Tourism Board has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.

8 Language and Law

The language of the contract and the law governing the contract shall be English language and the Laws of Kenya respectively unless otherwise stated.

9. Notices

Any notice, request, or consent made pursuant to this Contract shall be in writing and shall be deemed to have been made when delivered in person to the authorized representative of the Party specified below or when sent by registered mail, e-mail, or facsimile to such Party at the address specified below.

10. Taxes and Duties

Unless otherwise specified in the contract, the bidders and their Personnel shall pay such taxes, duties, fees, and other impositions as may be levied under the Applicable Law, the amount of which is deemed to have been included in the Contract Price.

11. Effectiveness of Contract

This Contract shall come into effect on the date of signing of the Contract by both parties.

12. Commencement of Services

The bidders shall execute the Services immediately the date the Contract becomes effective, or at such other earlier date as may be specified in the Contract

13. Termination

Kenya Tourism Board may terminate this Contract, by not less than seven (7) days' written notice of termination to the Service Provider:

- (a) if the bidder does not remedy a failure in the performance of their obligations under the Contract, within Seven (7) days after being notified or within any further period as Kenya Tourism Board may have subsequently approved in writing;
- (b) If the bidder becomes insolvent or bankrupt;
- (c) if, as the result of Force Majeure, the bidder is unable to perform a material portion of the Services for a period of not less than thirty (30) days; or
- (d) If the Service Provider, in the judgment of Kenya Tourism Board has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.

For the purpose of this clause:

“corrupt practice” means the offering, giving, receiving, or soliciting of anything of value to influence the action of an Officer of Kenya Tourism Board in the selection process or in contract execution.

“fraudulent practice” means a misrepresentation of facts in order to influence a selection process or the execution of a contract to the detriment of Kenya Tourism Board , and includes collusive practice among bidders (prior to or after submission of proposals) designed to establish prices at artificial non- competitive levels and to deprive Kenya Tourism Board of the benefits of free and open competition.

(e) If Kenya Tourism Board, in its sole discretion, decides to terminate this contract.

14. Obligations of the Service Provider

14.1 General

The bidder shall perform the Services and carry out their obligations with all due diligence, efficiency, and economy, in accordance with generally accepted professional techniques and practices, and shall observe sound management practices, and employ appropriate advanced technology and safe methods. The bidder shall always act, in respect of any matter relating to this Contract or to the Services, as faithful advisers to Kenya Tourism Board, and shall at all times support and safeguard Kenya Tourism Board ’s legitimate interests in any dealings. The bidder shall be liable to Kenya Tourism Board for any loss or damage suffered by Kenya Tourism Board arising from breach by the bidder of this Clause.

14.2 Undertakings by the Service Provider

1. Statement confirming that all information supplied is accurate and that any material misrepresentation could lead to policy cancellation.
2. Statement confirming that processing of any claims during the duration of the policy shall not exceed the latest average claims processing period given above.
3. Statement confirming that the Company’s ability to settle shall not be compromised during policy duration and further that any erosion of such ability could lead to the cancellation of the policy.

All statements, to be signed by an authorized official of the company

14.3 Prohibition of Conflicting Activities

Neither the bidder nor their Personnel shall engage, either directly or indirectly, during the term of this Contract, any business or professional activities which would conflict with the activities assigned to them under this Contract.

14.4 Confidentiality

The Service Provider and their Personnel shall not, disclose any proprietary or confidential information relating to the Services, this Contract, or Kenya Tourism Board’s business or operations without the prior written consent of Kenya Tourism Board.

14.5 Service Provider's Actions Requiring Kenya Tourism Board's prior Approval

The bidder shall obtain Kenya Tourism Board prior approval in writing before taking action or undertaking any activity not covered in the bidder Scope of Services.

14.6 Reporting Obligations

The bidder shall submit monthly reports to Kenya Tourism Board on the various aspects of the proposal subject to such other reporting requirements as may be developed and agreed with Kenya Tourism Board from time to time.

14.7 Documents Prepared by the bidders to be the Property of Kenya Tourism Board

All plans, reports, and other documents submitted by the bidder shall become and remain the property of Kenya Tourism Board.

Kenya Tourism Board reserves the right and discretion, to reject any Insurance Policy Document or part thereof deemed by Kenya Tourism Board not to incorporate any Items, Terms, Conditions, Wordings etc. Considered to have been sanctioned by Kenya Tourism Board and Kenya Tourism Board similarly reserves this right where Items, Terms, Conditions, Workings etc incorporated in such Policy Document are not considered to have been sanctioned by Kenya Tourism Board. This right may be exercised at any time.

15. Settlement of Disputes

15.1 Amicable Settlement

The Parties shall use their best efforts to settle amicably all disputes arising out of or in connection with this Contract or its interpretation.

15.2 Dispute Settlement

Any dispute between the Parties as to matters arising pursuant to this Contract or its interpretation that cannot be settled amicably within thirty (30) days after receipt by one Party of the other Party's request for such amicable settlement shall be referred for settlement by a single arbitrator agreed by the Parties within sixty days from the date of service of the notice of dispute by either Party to the other, or if the Parties failing to agree, to be appointed at the request of either Party by the Chairman for the time being of the Institute of the Chartered Arbitrators of Kenya (Kenya Chapter).

16. Performance Security

16.1 Within fifteen (15) days of receipt of the notification of Contract award, the successful Contractor shall furnish to the Kenya Tourism Board the performance security in the amount specified in Special Conditions of Contract.

16.2 The proceeds of the performance security shall be payable to the Kenya Tourism Board as compensation for any loss resulting from the Contractor's failure to complete its obligations under the Contract.

16.3 The performance security shall be denominated in the currency of the Contract, or in a freely convertible currency acceptable to the Kenya Tourism Board and shall be in the form of a bank

guarantee or an irrevocable letter of credit issued by a reputable bank located in Kenya or abroad, acceptable to Kenya Tourism Board, in the form provided in the tender documents.

- 16.4 The performance security shall be discharged by the Kenya Tourism Board and returned to the Contractor not later than thirty (30) days following the date of completion and project sign-off of the Contractor's performance obligations under the Contract, including any warranty obligations, under the Contract.

SECTION D - SPECIAL CONDITIONS OF CONTRACT

1. Definitions

- (a) "The Services" means Medical Insurance Cover Services and Group Personal Accident to be provided by the Service Provider(s) or the Underwriter(s) under the Contract and as described in Appendix A; and
- (b) "The Party" means Kenya Tourism Board or the Service Provider, as the case may be, and "Parties" means both of them;
- (c) "The Service Provider" or "The Underwriter" means the firm providing the Services under this Contract.

2. Applications

The following Special Conditions of Contract shall supplement the General Conditions of Contract. Whenever there is a conflict, the provisions herein shall prevail over those in the General Conditions of Contract.

3. Payment

- a. Annual premium for medical insurance and Group personal accident will be paid twice (on equal installments at the beginning and at policy mid-term) depending on available budget upon receipt of invoices/ Debit notes from the service provider.
- b. The bidder shall refund Kenya Tourism Board's any monies owed following deletion of staff from the medical scheme within 30 days where applicable.

4. Rates

4.0 Rates charged by the bidders for services performed under the Contract shall be fixed and **shall not** vary during the period of the contract.

4.1 Loss/ profit Ratio will be calculated at the end of the contract period.

5. Notices:

5.1 For KTB:

Chief Executive Officer
Kenya Tourism Board
Kenya Re towers, Off Ragati Road, Upper Hill,
P.O. Box 30630- 00100, Nairobi, Kenya
Tel: 020 2711262

5.2 For the Contractor:

5.3 Notices will be deemed to be effective as follows:

- (a) In the case of personal delivery, **on delivery**;
- (b) In the case of registered mail, **seven (7) business days** following dispatch;
- (c) In the case of facsimiles and electronic mail, **one (1) business day** following confirmed transmission.

5.4 Either party may at any time change its address for service by notice in writing to the other party.

6. Performance Security

- 6.1 The Performance Security shall be in the amount of **10%** of the Contract Price in the form of an **On Demand Bank Guarantee**, issued by a reputable bank acceptable to the Kenya Tourism Board
- 6.2 Kenya Tourism Board shall not be required to demonstrate the loss it has suffered.
- 6.3 Performance Security shall be discharged after proof of satisfactory delivery and acceptance of goods and Services under the contract.

SECTION E. SCHEDULE OF REQUIREMENTS

1. Terms of Reference

- i. Structuring and obtaining optimum policy cover from the Insurance Service Provider in accordance with the tender submitted;
- ii. Arrange the immediate placement of our risk with the Insurance Service Provider and undertake a periodic technical rating of such Insurance Provider, and Kenya Tourism Board accordingly;
- iii. Provide prompt and satisfactory service on the general management of the insurance covers, correspondence and claim review meetings;
- iv. Analyze, review, and scrutinize the Policy Document and any Endorsements there-in prior to forwarding to Kenya Tourism Board

- v. If the entire policy document is found to be satisfactory, such document to be deposited with the CEO not later than fifteen (15) days of inception of cover;
- vi. Ensure preparation of monthly claims bordereaux which must be submitted to Kenya Tourism Board by the 5th of the following month;
- vii. Arrange quarterly meetings to review performance of the policy by 15th of the following quarter;
- viii. Negotiate with the qualified Underwriter any other pertinent aspects of the policy that may arise during the term of the policy;
- ix. Provide appropriate insurance policy improvement recommendations;
- x. Such other services as may be related or ancillary to the due performance of the above work

2. Scope of Medical Cover

2.1 Area of Geographical Coverage

KTB Directors & Employees are situated in Nairobi and Mombasa but:-

- Their family members do not necessarily stay with them, some may be staying up country, and
- KTB Members of staff and directors frequently travel out of the country on official duties.

- **a) Staff**

The following are the geographical and statistical area of coverage:

STATION	NO. OF EMPLOYEES
HQ – NAIROBI	58
JKIA	7
MIA	3
TOTAL	68

b) Medical Services Providers

- (i) Bidders are required to complete the matrix below (Schedule I) which shall be the basis for evaluation criteria in clause 6.3 item 5 (Service Distribution Network and Facilities within Kenya).

SCHEDULE I

	Location in Kenya (47 County)	No. of Hospitals	No. of Chemists	No. of General Practitioner	No. of Specialist	No of Labs and X-Ray
1						

	Location in Kenya (47 County)	No. of Hospitals	No. of Chemists	No. of General Practitioner	No. of Specialist	No of Labs and X-Ray
2						
3						
4						
5						
6						
7						
8						
9						
10						
11						
12						
13						
14						
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32						
33						
34						
35						
36						
37						
38						
39						

	Location in Kenya (47 County)	No. of Hospitals	No. of Chemists	No. of General Practitioner	No. of Specialist	No of Labs and X-Ray
40						
41						
42						
43						
44						
45						
46						
47						

(ii) Further Bidders are also required to support the statistics in the schedule 1 above with a list of the service providers indicating the names, specialty and County location as an annex.

3. Eligibility

The proposed scheme shall cover all permanent employees as well as those on long term contract of service. It shall also cover the employee's spouse and dependent children below the age of 24 years.

(i) The total number of employees per category of staff and the limits are as follows:-

FAMILY SIZE	POPULATION	INPATIENT LIMIT	OUTPATIENT LIMIT
	CATEGORY A		
M	1	2,500,000/-	200,000/-
M +2	1	2,500,000/	200,000/
M +3	1	2,500,000/	200,000/
M +4	1	2,500,000/	200,000/
Total	4		
	CATEGORY B		
M +2	2	1,800,000/	180,000/
M +3	5	1,800,000/	180,000/
M +4	2	1,800,000/	180,000/
Total	9		
	CATEGORY C		

FAMILY SIZE	POPULATION	INPATIENT LIMIT	OUTPATIENT LIMIT
M	8	1,500,000/-	180,000/
M +1	7	1,500,000/	180,000/
M +2	9	1,500,000/	180,000/
M +3	18	1,500,000/	180,000/
M +4	11	1,500,000/	180,000/
M+5	2	1,500,000/	180,000/
Total	55		

Insured Persons: 210 members of staff including their dependants (Staff only = 68 members)

4. Duration of the Contract

The contract shall be valid for one (1) year, **renewable** for another one (1) year subject to satisfactory performance.

5. Scope of Proposed Medical Services

5.1 Inpatient/Hospitalization Cover

Inpatient cover will include the following services **whose limits should only be restricted to the inpatient entitlement;**

- Administration of Hospital Admission process
- En suite private room for category A and a private room for Category B & C (with a limit of Kshs. 22,000 for private room)
- Major Operations
- Minor Operations
- Doctors fees -(physician, surgeon & Anesthetist)
- HDU and ICU charges
- Theatre charges
- Drugs/Medicines, dressings and internal surgical appliances
- Medical Appliances (Hearing Aids, Glucometer, Insulin delivery devices, Urine Catheters & Accessories e.t.c.)
- Radiology X-ray, ultrasound, ECG and computerized Tomography, MRI scans
- Radiotherapy and chemotherapy
- Pathology (laboratory) fees
- Post Hospitalization
- Access to medical specialists while admitted.
- Inpatient physiotherapy
- Chronic Illness coverage
- Gynecological treatment.

- In patient Ophthalmic cover
- Accommodation for adults whose children of below 12 years of age or invalids admitted in Hospital Day care, day surgery Admission (includes dental, optical, gynecological as well as all other services).
- In- patient dental cover
- Mental and other related illnesses.
- Treatment for alcoholism and drug addictions (employee only and acquired during employment term).
- Inpatient Psychiatric Treatment
- Palliative care
- Provision of Maternity benefits including Caesarian section.
- Optical expenses arising from disease or accidents.
- Treatment of Elective surgery i.e. pre-arranged
- HIV/AIDS cover (conventional, accepted, recognized treatment).
- Cancer cover
- Cost of medical circumcision
- Congenital conditions
- Pre-existing conditions
- Any other service not included above but may be mutually agreed upon from time to time.
- Opt in for exclusions (negotiated rates for staff)

5.2 Outpatient Cover

Out-patient cover will cover the following services **whose limits should only be restricted to the outpatient entitlement;**

- Routine outpatient treatment including consultations (GPs and Specialists, laboratory and radiology services)
- Routine medical check ups
- Preventive vaccinations
- Allergy test as prescribed by a medical doctor
- Physiotherapy treatment
- Diagnostic X-Ray and Laboratory Tests
- Radiology X-ray, ultrasound, EEG, ECG and computerized Tomography, MRI scans
- Prescribed drugs/medicines including supplements.
- Orthopedic doctors, dermatologists, E.N.T. doctor's e.t.c.)
- Counseling services. (Psychologist, Psychiatrist and Psychiatric treatment)
- Baby vaccinations for babies from Birth to 7 years as listed below but not limited to:-
 - (a) Hep B – HEPATITIS B
 - (b) Oral Polio Vaccine
 - (c) Injectable Polio Vaccine
 - (d) BCG
 - (e) Dtap – Diphtheria Tetanus Accecular Pertusis
 - (f) Pentaxim (Diphtheria Tetanus, Influenza B, Whooping Cough) Hepatitis B and Pneumonia (6weeks)
 - (g) Pentaxim and Pneumonia (10 weeks and 14weeks)
 - (h) 1st Rotavirus
 - (i) 2nd Rotavirus
 - (j) Measles
 - (k) Meningitis

- (l) Chicken Pox
- (m) Hepatitis A
- (n) MMR – Measles Mumps Rubella
- (o) Flu Boosters
- (p) Pentaxim
- (q) Typhim Vi
- (r) Pentaxim (18months)
- (s) Tetraxim

- HIV/AIDS cover (Voluntary counseling and testing and other related treatments)
- Chiropractor upon referral & approval
- Health Education (wellness programmes)
- Annual pap smear and breast checks for female members and dependants at the available credit facilities on.
- Annual prostate checks for male members and dependants
- Travel Vaccines covered for employee only
- Hearing aids covered upon referral
- Ante and Post Natal
- Postnatal care up to six weeks post-delivery;
- Any other service not included above but may be mutually agreed upon from time to time.
- Opt in for exclusions (negotiated rates for staff)

STAND ALONE COVERS

The costs of these services should be shown separately as they are stand alone covers

- **Dental services including preventive cleaning – Kshs 120,000 per family**
- **Optical services - Kshs 120,000 per family** (Frames, lenses on ophthalmologist prescription only), contact lenses, bi-focal lenses, Visual examination.
- **Maternity services – Kshs. 300,000**

Particulars/requirements of medical scheme cover:

The bidder is expected to provide the following:-

- Full details of what the cover provides
- Eligible expenses included in the in-patient cover
- Eligible expenses included in the out-patient cover
- Full details of cover exclusions i.e. give specific details of each excluded condition
- Dependants eligibility
- Please indicate exclusion if any
- Opt in for exclusions (negotiated rates for staff)

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

5.3 Cover Options & Financial Proposals

Bidders shall be required to quote for each category of staff as indicated in the table below: -

(i) EMPLOYEES COVER

CAT	DESCRIPTION	INPATIENT		OUTPATIENT		LAST EXPENSE	
		LIMIT	PREMIUMS	LIMIT	PREMIUMS	LIMIT	PREMIUMS
A	CEO & HODS	2,500,000		200,000		100,000	
B	MANAGERS	1,800,000		180,000		100,000	
C	ASST. MNGRS, OFFICERS, & SUPPORT STAFF	1,500,000		180,000		100,000	
	TOTAL INCLUSIVE OF TAXES						

(ii) AUXILLARY COVERS

COVER TYPE	LIMIT	<u>POPULATION</u>	<u>PREMIUM</u>
Maternity	300,000/-		
Dental	120,000/-		
Optical	120,000/-		

(iii) DIRECTORS COVER (5 members)

COVER TYPE	LIMIT	<u>POPULATION</u>	<u>PREMIUM</u>
Inpatient	2,000,000/-	5	
Outpatient	100,000/-	5	
Funeral Cover	10,000/-	5	

(iv) TEMPORARY STAFF COVER (10 members)

COVER TYPE	LIMIT	<u>POPULATION</u>	<u>PREMIUM</u>
Inpatient	250,000/-	10	
Outpatient	50,000/-	10	
Funeral Cover	50,000/-	10	

Note: Provide a separate quote for temporary staff. The cover will be on a need basis (when KTB recruits staff on temporary basis)

8. SECTION F - METHODOLOGY/ DESIGN OF SERVICES

8.1 Administration of the Scheme

- (i) In addition to the Service Provider's core values, Kenya Tourism Board 's core values shall be upheld and adhered to by the bidders at all times. They are:
 - (a) Integrity & Professionalism
 - (b) Team Spirit
 - (c) Excellence in service delivery
 - (d) Productive partnerships
 - (e) Innovation & creativity
- (ii) The firm shall ensure that services are provided to employees and their beneficiaries with as little paper work and inconvenience as possible.
- (iii) The Bidder shall be required to clearly state the procedures (in-patient and out-patient) to be followed by the employee(s) and beneficiary (ies) in the provision of medical services, stating clearly the responsibilities of the parties involved.
- (iv) Where applicable, the bidder shall provide Kenya Tourism Board with statements on their medical accounts

8.2 Member/Employee Identification

The Bidder shall be expected to define a clear procedure of Identification of Employees and their Beneficiaries.

8.3 Employee/Beneficiary Data Management

The Bidder shall be expected to liaise with Kenya Tourism Board on matters regarding Employee Data updates.

The Bidder shall therefore be required to provide a procedure for the maintenance of Employee/Beneficiary records

8.4 List of Service Providers

The Bidder shall be required to provide a comprehensive list of all the Hospitals, Clinics, Doctors, Specialists, Pharmacies and Chemists in their panel.

The Bidder shall however not limit beneficiaries to their panel only.

The Bidder shall take on the Medical Service Providers already on the Kenya Tourism Board panel.

8.5 Scheme Reports

The Bidder shall be required to provide to Kenya Tourism Board:

- (i) Monthly/Quarterly/Annual Reports on the global utilization of services including expenditure reports for Inpatient and Outpatient claims as well as any other reports that may be required by Kenya Tourism Board from time to time.
- (ii) Quarterly Expenditure Statement Reports in hard copy on each individual Employee

8.6 Additional Information

The Bidder shall be free to submit any additional information regarding their services over and above the services listed in the document. However, the company shall reserve the right to accept or reject in full or partially such proposals.

Medical Services Carried Out in the Last Five Years
That Best Illustrate Qualifications

Please provide a minimum of five (5) referenced assignments undertaken by your company in the last 5 years:

Assignment Name:	
Name of Company:	
Location within Country	
Duration of assignment	
Approx. Value of Services (in Kshs)	
Give a Narrative Description of Services Provided:	

Service Provider's Name: _____

SECTION G - TENDER FORM AND BILL OF SERVICES

(i) MEDICAL- EMPLOYEES COVER

* CAT	DESCRIPTION	INPATIENT		OUTPATIENT		LAST EXPENSE	
		LIMIT	PREMIUMS	LIMIT	PREMIUMS	LIMIT	PREMIUMS
A	CEO & HODS	2,500,000		200,000		100,000	
B	MANAGERS	1,800,000		180,000		100,000	
C	ASST. MNGRS, OFFICERS, & SUPPORT STAFF	1,500,000		180,000		100,000	
	TOTAL INCLUSIVE OF TAXES						

*CAT- category

(ii) AUXILLARY COVERS

COVER TYPE	LIMIT	POPULATION	PREMIUM
Maternity	300,000/-		
Dental	120,000/-		
Optical	120,000/-		

(iii) DIRECTORS COVER (5 members)

COVER TYPE	LIMIT	POPULATION	PREMIUM
Inpatient	2,000,000/-	5	
Outpatient	100,000/-	5	
Funeral Cover	10,000/-	5	

Name of Firm.....

Signature of Authorized Official:

Date:.....

(iv) GROUP PERSONAL ACCIDENT (STAFF)

Particulars	Benefit/ Rate	Premium (KShs)
Death	5 years earnings	
Permanent total disablement	- 5 years earnings	
Temporary total disablement -	weekly earnings up to 104 weeks	
Medical expenses	- Kshs. 500,000.00	
Accumulation limits (any one accident)	Kshs. 100,000,000.00	
Funeral Cover	Kshs. 100,000.00	

(68 staff members as per provided list)

Name of Firm.....

Signature of Authorized Official:

Date:.....

Date:
Tender No:.....

(ii) Form of Tender

To: **Kenya Tourism Board**
Kenya Re-Towers, Upper Hill, Off Ragati Road.
Postal address: P.O. Box 30630 – 00100 Nairobi, Kenya

Gentlemen and/or Ladies:

1. Having examined the tender documents including Addenda Nos..... *[Insert numbers]*, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to provide *[Description of services]* in conformity with the said tender documents 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/Rates attached herewith and made part of this Tender.
2. We undertake, if our Tender is accepted, to deliver the services in accordance with the delivery schedule specified in the Schedule of Requirements.
3. If our Tender is accepted, we will obtain the guarantee of a bank in a sum equivalent to 2 percent of the Contract Price for the due performance of the Contract, in the form prescribed by Kenya Tourism Board.
4. We agree to abide by this Tender for a period of 120 *[one-hundred and twenty]* days from the date fixed for tender opening of the Instructions to bidders, and it shall remain binding upon us and may be accepted at any time before the expiration of that period.
5. Until a formal Contract is prepared and executed, this Tender, together with your written acceptance thereof and your notification of award, shall constitute a binding Contract between us.
6. We understand that you are not bound to accept the lowest or any tender you may receive. Dated this _____ day of _____ 20_____.

[Signature]

[In the capacity of]

Duly authorized to sign tender for and on behalf of _____

SECTION H - TENDER SECURITY FORM

(Must be in the Bank's letterhead)

Whereas..... *[Name of the bidder]*
(Hereinafter called "the bidder") has submitted its tender dated *[Date of submission of tender]* for the supply of.....

[Name and/or description of the services]

(Hereinafter called "the Tender")..... KNOW ALL PEOPLE by these presents that WE..... of..... having our registered office at (Hereinafter called "the Bank"), are bound unto Kenya Tourism Board in the sum of for which payment well and truly to be made to the said Kenya Tourism Board, the Bank binds itself, its successors, and assigns by these presents. Sealed with the Common Seal of the said Bank this _____ day of _____ 2017.

THE CONDITIONS of this obligation are:

1. If the bidder withdraws its Tender during the period of tender validity specified by the bidder on the Tender Form; or
2. If the bidder, having been notified of the acceptance of its Tender by Kenya Tourism Board during the period of tender validity fails or refuses to execute the Contract Form if required;
3. If the Bidder rejects the correction of an arithmetic error, by Kenya Tourism Board.

we undertake to pay to Kenya Tourism Board up to the above amount upon receipt of its first written demand, without Kenya Tourism Board having to substantiate its demand, provided that in its demand Kenya Tourism Board will note that the amount claimed by it is due to it, owing to the occurrence of one or all of conditions, specifying the occurred condition or conditions.

This 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 date.

[Signature of the bank]

SECTION I. CONTRACT FORM (FOR EACH CATEGORY)

THIS AGREEMENT made the _____ day of _____ 2017 between **Kenya Tourism Board** (hereinafter called “Kenya Tourism Board”) of the one part and..... of..... [City and country of bidder] (Hereinafter called “the bidder”) of the other part:

WHEREAS Kenya Tourism Board invited tenders for **Provision of Medical Insurance Cover and Group Personal Accident** and has accepted a tender by the bidder for the supply of medical services/ Group Personal Accident/ Corporate Travel in the sum of..... [Contract price in words and figures] (Hereinafter called “the Contract Price”).

NOW THIS AGREEMENT WITNESSETH 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 bidder;
 - (b) the Schedule of Requirements;
 - (c) the Technical Specifications;
 - (d) the General Conditions of Contract;
 - (e) the Special Conditions of Contract; and
 - (f) Kenya Tourism Board’s Notification of Award.
3. In consideration of the payments to be made by Kenya Tourism Board to the bidder as hereinafter mentioned, the bidder hereby covenants with Kenya Tourism Board to provide the **Medical Insurance Cover and Group Personal Accident** and to remedy defects therein in conformity in all respects with the provisions of the Contract
4. Kenya Tourism Board hereby covenants to pay the bidder in consideration of the provision of medical cover/ Group personal accident/ corporate travel 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 the day and year first above written.

Signed and sealed by, _____ the _____ (for **Kenya Tourism Board**)

Signed and sealed by _____ the _____ (for the bidder)
in the presence of _____

SECTION J: PERFORMANCE SECURITY FORM

(To be on the Letterhead of the Bank)

**To: Kenya Tourism Board
Kenya Re-Towers, Upper Hill, Off Ragati Road.
P.O. Box 30630 –00100 Nairobi, Kenya**

WHEREAS [name of Supplier] (hereinafter called “the Supplier”) has undertaken, in pursuance of Contract No.dated.....2017 to supply..... (description of Goods) (hereinafter called “the Contract”).

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

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

THEREFORE WE hereby affirm that we are Guarantors and responsible to you, on behalf of the Supplier, up to a total of (amount of guarantee in words and figures), and we undertake to pay you, upon your first written demand declaring the Supplier to be in default under the Contract and without cavil or argument, any sum or sums within the limits of..... (amount in words and figures) 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 of2017. Signature and seal of the Guarantors
[name of bank or financial institution]

[address]

[date]

APPENDIX I
MANDATORY CONFIDENTIAL BUSINESS QUESTIONNAIRE

(Must be filled by all applicants or tenderers' who choose to participate in this tender)

Name of Applicant (s)

.....

You are requested to give the particulars in Part 1 and either Part 2 (a), 2 (b) or 2 (c), whichever applies to your type of business. Part 2 (d) to part 2(i) must be filled.
You are advised that it is a serious offence to give false information on this Form.

Part 1 – General

Business Name:.....
Certificate of Incorporation/ Registration No.
Location of business premises: Country Physical
address.....Town
Building.....Floor.....
Plot No. Street/Road
Postal Address..... Postal/ Country Code.....
Telephone No's.....Fax No's.
E-mail address
Website
Contact Person (*Full Names*) Direct / Mobile No's.
Title.....Power of Attorney
Nature of Business (*Indicate whether manufacturer, distributor, etc*)

(Applicable to Local suppliers only)

Local Authority Trading License No. Expiry Date
Value Added Tax No.

Maximum value of business which you can handle at any time (Kshs) Name (s) of your banker (s) Branches Tel No's.

Part 2 (a) – Sole Proprietor

Full names 0
Nationality Country of Origin
*Citizenship details
Company Profile(*Attach brochures or annual reports in case of public companies*)

Part 2 (b) – Partnerships

Give details of partners as follows:

<u>Full Names</u>	<u>Nationality</u>	<u>Citizenship Details</u>	<u>Share s</u>
1.	
2.	
3.....	
4.....	

Company Profile(Attach brochures)

Part 2 (c) – Registered Company

Private or publicCompany Profile(Attach brochures
or annual reports in case of public companies)

State the nominal and issued capital of the Company

Nominal KShs

Issued KShs

List of top ten (10) shareholders and distribution of shareholding in the company. Give details of all directors as follows:-

<u>Full Names</u>	<u>Nationality</u>	<u>Citizenship</u>	<u>Share</u>
1.....	
2.....	
3.....	
4.	

Part 2 (d) – Debarment

I/We declare that I/We have not been debarred from any procurement process and shall not engage in any fraudulent or corrupt acts with regard to this or any other tender by Kenya Tourism Board.

Full Names.....

Signature

Dated thisday of2017

In the capacity of

Duly authorized to sign Tender for and on behalf of

Part 2 (e) – Criminal Offence

I/We, (Name (s) of Director (s):-

- a)
- b)
- c)
- d)

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

Signed

For and on behalf of M/s

In the capacity of

Dated thisday of2017--

Suppliers' / Company's Official Rubber Stamp

Part 2 (f) – Conflict of Interest

I/We, the undersigned state that I / We have no conflict of interest in relation to this procurement:

- a)
- b)
- c)
- d)

For and on behalf of M/s

In the capacity of

Dated thisday of2017

Suppliers' / Company's Official Rubber Stamp

Part 2 (g) – Interest in the Firm:

Is there any person / persons in Kenya Tourism Board who has interest Yes/ No?
..... (Delete as necessary)

.....
(Title) (Signature) (Date)

Part 2(h) – Experience

Please list here below similar projects accomplished or companies / clients you have supplied with similar services in the last two (2) years.

<u>Company Name</u>	<u>Country</u>	<u>Contract/ Order No.</u>	<u>Value</u>
1.....
2.....
3.....
4.....

Note:

*Attach proof of citizenship

* Attach certified copies of the following documents (*By Commissioner for Oaths*)

- a) Certificate of Incorporation / Registration
- b) Tax Compliance Certificate (for local suppliers)
- c) Audited Accounts for the last three (2) years
- d) Current Professional Indemnity cover – minimum Kshs 10Million
- e) Certificate of Registration by Insurance Regulatory Authority.

Part 2(i) – Declaration

I / We, the undersigned state and declare that the above information is correct and that I / We give Kenya Tourism Board to seek any other references concerning my /our company from whatever sources deemed relevant, e.g. Office of the Registrar of Companies, Insurance Regulatory Authority, Bankers, etc.

Full names

Signature

For and on behalf of M/s

In the capacity of

Dated thisday of2017

Suppliers' / Company's Official Rubber Stamp