



## **TENDER FOR**

# **PROVISION OF GROUP LIFE INSURANCE & GROUP PERSONAL ACCIDENT COVER FOR STAFF**

**TENDER NO.CAK/002/2019-2020**

**CLOSING DATE, WEDNESDAY  
2<sup>ND</sup> OCTOBER 2019**

**SERIAL No.....**

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## INTRODUCTION

1.1 This standard tender document for procurement of insurance services has been prepared for use by public entities in Kenya in the procurement of all types of insurance covers as per the Public Procurement and Asset Disposal Act 2015.

1.2 The following general directions should be observed when using the document;

- (a) Specific details should be furnished in the invitation to tender notice and in the special conditions of contract. The final document to be provided to the tenderers should not have blank spaces or give options.
- (b) The instructions to tenderers and the General conditions of contract should remain unchanged. Any necessary amendments to these parts should be made through the special conditions of contract and appendix to instructions to tenderers respectively.

1.3 (a) Information contained in the invitation to tender shall conform to the data and information in the tender documents to enable potential tenderers to decide whether or not to participate in the tender and shall indicate any important tender requirements.

- (c) The invitation to tender shall be issued as an advertisement in accordance with the regulations or a letter of invitation addressed to tenderers who have expressed interest following an invitation for expression of interest for which the invitation is issued.

1.4 The cover of the tender document should be modified to include: I.

Tender number. II. Tender name.

III. Name of procuring entity.

IV. Delete name and address of PPRA.

## SECTION I - INVITATION FOR TENDERS

**Date:** 17<sup>th</sup> September 2019

**TENDER NO: TENDER NO.CAK/002/2019-2020**

### **PROVISION OF GROUP LIFE INSURANCE & GROUP PERSONAL ACCIDENT COVER FOR STAFF**

- 1.1 The Authority seeks to engage an Insurance underwriter to provide Group Life Policy/ WIBA /Group Personal Accident Cover for 88 Staff. The cover should be worldwide cover. The underwriter must submit the required quotation and relevant information based on the scope of works and the full benefits as requested by the Authority. The staff and Authority details and schedule of earnings shall be provided. (Details and schedule of earning and Bio-data are shall be provided). The cover is for a period of one year and may be extended for a further one year, subject to satisfactory performance of the Service Provider as evaluated by CAK.
- 1.2 Interested eligible candidates may inspect the tender documents at the Supply Chain Management Department. The Competition Authority of Kenya, Kenya Railways Building, ground floor Floor, P.O. BOX 36265-00200, Nairobi, during normal working hours (8 A.M - 5 P.M.) at no cost or collect the tender document upon payment of a non-refundable fee of (Kes. 1,000.00) in cash or bankers cheque payable to The Authority or download the tender document from the Authority Website ([www.cak.go.ke](http://www.cak.go.ke)) or Public Procurement Information Portal or <http://www.tenders.go.ke>) respectively at no cost. Bidders who download the tender document from the websites must visit the Authority's office to register the tender before the submission date or send an e-mail to [procurement@cak.go.ke](mailto:procurement@cak.go.ke) confirming participation. This is to allow for communication in case of a clarification.
- 1.3 Prices quoted should be net inclusive of all taxes, and levies, must be in Kenya Shillings and shall remain valid for 120 days from the closing date of the tender.
- 1.5 Prices quoted should be net inclusive of all taxes, and levies, must be in Kenya Shillings and shall remain valid for 120 days from the closing date of the tender. Bids must be accompanied by a Bid Security of 2% of tender Sum in form of a bank guarantee or from Insurance Company approved by PPRA.

1.6 Tenders will be opened immediately thereafter in the presence of the candidate's representatives who choose to attend at *Authority's Conference room, David Ongolo's conference room on the Ground floor.*

1.1 Complete tender documents in "**ORIGINAL TENDER**, and "**COPY OF TENDER** fully serialized and marked with the tender number and name should be deposited in the Tender Box at *the Authority, Main Entrance* or be addressed to *Director-General, Competition Authority of Kenya, P.O Box 36265-00200,* so as to be received on or before *2nd October ,2019 at 12.00pm.* Bids brought after 12:00 p.m. shall be rejected.

1.8 Tenders will be opened immediately thereafter in the presence of the Candidates or their representatives who choose to attend at the Authority's Boardroom.

1.7 Complete tender documents fully serialized including any attachments for each bid document submitted.

Note: The invitation for tenders may be modified provided that such a modification does not substantially alter the format.

## 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 eligible insurance companies who are registered Commissioner for Insurance. Successful tenderers shall provide the services for the stipulated duration from the date of commencement (hereinafter referred to as the term) specified in the tender documents.
- 2.1.2 The procuring entity's employees, committee members, board members and their relatives (spouse and children) are not eligible to participate in the tender unless where specially allowed under section 66 of the Act.
- 2.1.3 Tenderers shall provide the qualification information statement that the tenderer (including all members of a joint venture and subcontractors) is not associated, or have been associated in the past, directly or indirectly, with a firm or any of its affiliates which have been engaged by the Procuring entity to provide consulting services for the preparation of the design, specifications, and other documents to be used for the procurement of the services under this Invitation for tenders.
- 2.1.4 Tenderers involved in the corrupt or fraudulent practices or debarred from participating in public procurement shall not be eligible.

### 2.2 Cost of Tendering

- 2.2.1 The Tenderer shall bear all costs associated with the preparation and submission of its tender, and the procuring entity, will in no case be responsible or liable for those costs. Regardless of the conduct or outcome of the tendering process
- 2.2.2 The price to be charged for the tender document shall not exceed Kshs. 1,000/= or download the tender document from The Authority Website or Public Procurement Information Portal or <http://www.tenders.go.ke>) respectively at no cost.
- 2.2.3 The procuring entity shall allow the tenderer to review the tender document free of charge before purchase.

## 2.3 Contents of Tender Document

2.3.1 The tender documents comprise the documents listed below and addenda issued in accordance with clause 2.5 of these instructions to tenderers.

- (i) Instructions to Tenderers
- (ii) General Conditions of Contract
- (iii) Special Conditions of Contract
- (iv) Schedule of Requirements
- (v) Details of Insurance Cover
- (vi) Form of Tender
- (vii) Price Schedules
- (viii) Contract Form
- (ix) Confidential Business Questionnaire Form
- (x) Tender security Form
- (xi) Performance security Form
- (xii) Insurance Company's Authorization Form
- (xiii) Declaration Form
- (xiv) Request for Review Form

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

## 2.4 Clarification of Tender Documents

2.4.1 A Candidate making inquiries of the tender documents may notify the Procuring entity by post, fax or by email at the procuring entity's address indicated in the Invitation for tenders. The Procuring entity will respond in writing to any request for clarification of the tender documents, which it receives not later than seven (7) days prior to the deadline for the submission of the tenders, prescribed by the procuring entity. Written copies of the Procuring entities response (including an explanation of the query but without identifying the source of inquiry) will be sent to all candidates who have received the tender documents.



2.4.2 The procuring entity shall reply to any clarifications sought by the tenderer within 3 days of receiving the request to enable the tenderer to make timely submission of its tender.

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

## **2.5 Amendment of Tender Documents**

2.5.1 At any time prior to the deadline for submission of tenders, the Procuring entity, for any reason, whether at its own initiative or in response to a clarification requested by a prospective tenderer, may modify the tender documents by issuing 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, the Procuring entity, at its discretion, may extend the deadline for the submission of tenders.

## **2.6 Language of Tenders**

2.6.1 The tender prepared by the tenderer, as well as all correspondence and documents relating to the tender exchanged by the tenderer and the Procuring entity, shall be written in English language. Any printed literature furnished by the tenderer may be written in another language provided they are accompanied by an accurate English translation of the relevant passages in which case, for purposes of interpretation of the tender, the English translation shall govern.

## **2.7 Documents Comprising the Tender**

2.7.1 The tender prepared by the tenderer shall comprise the following components:

- (a) A Tender Form and a Price Schedule completed in accordance with paragraph 2.8, 2.9 and 2.10 below

- (b) Documentary evidence established in accordance with paragraph 2.1.2 that the tenderer is eligible to tender and is qualified to perform the contract if its tender is accepted;
- (c) Tender security furnished in accordance with paragraph 2.12 (if applicable)
- (d) Declaration Form.

## **2.8. Form of Tender**

2.8.1 The tenderer shall complete the Tender Form and the Price Schedule furnished in the tender documents, indicating the services to be provided.

## **2.9. Tender Prices**

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

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

2.9.3 Prices quoted by the tenderer shall remain fixed during the Term of the contract unless otherwise agreed by the parties. A tender submitted with an adjustable price quotation will be treated as non-responsive and will be rejected, pursuant to paragraph 2.20.5

## **2.10. Tender Currencies**

2.10.1 Prices shall be quoted in Kenya Shillings

## **2.11 Tenderers Eligibility and Qualifications**

2.11.1 Pursuant to paragraph 2.1 the tenderer shall furnish, as part of its tender, documents establishing the tenderers eligibility to tender and its qualifications to perform the contract if it's tender is accepted.

2.11.2 The documentary evidence of the tenderer's qualifications to perform the contract if its tender is accepted shall establish to the Procuring entity's satisfaction that

the tenderer has the financial and technical capability necessary to perform the contract.

## **2.12. Tender Security**

2.12.1 The tenderer shall furnish, as part of its tender, a tender security for the amount and form specified in the Appendix to Instructions to Tenderers.

2.12.2 The tender security shall not exceed 2 per cent of the tender price.

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

2.12.4 The tender security shall be denominated in Kenya Shillings or in another freely convertible currency, and shall be in the form

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

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

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

2.12.7 The successful Tenderer's tender security will be discharged upon the tenderer signing the contract, pursuant to paragraph 2.29, and furnishing the performance security, pursuant to paragraph 2.30

2.12.8 The tender security may be forfeited:

- (a) if a tenderer withdraws its tender during the period of tender validity.
- (b) in the case of a successful tenderer, if the tenderer fails:
  - (i) to sign the contract in accordance with paragraph 2.29 or

- (ii) to furnish performance security in accordance with paragraph 2.30.
- (c) If the tenderer reject correction of an arithmetic error in the tender.

### **2.13. Validity of Tenders**

2.13.1 Tenders shall remain valid for 120 days after date of tender opening pursuant to paragraph 2.18. A tender valid for a shorter period shall be rejected by the Procuring entity as non-responsive.

2.13.2 In exceptional circumstances, the Procuring entity may solicit the Tenderer's consent to an extension of the period of validity. The request and the responses thereto shall be made in writing. The tender security provided under paragraph 2.12 shall also be suitably extended. A tenderer granting the request will not be required nor permitted to modify its tender.

### **2.14. Format and Signing of Tenders**

2.14.1 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. The tender document must be serialized or paginated.

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. Deadline for Submission of Tenders**

2.15.1 Tenders must be received by the the Authority not later than Wednesday 2nd October, 2019 at 12.00 p.m.

2.15.2 The Procuring entity may, at its discretion, extend this deadline for the submission of tenders by amending the tender documents in accordance with paragraph 2.5.3 in which case all rights and obligations of the Procuring entity and candidates previously subject to the deadline will thereafter be subject to the deadline as extended.

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

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

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

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

2.16.4 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.

## **2.17. Opening of Tenders**

2.17.1 The Procuring entity will open all tenders in the presence of tenderers' representatives who choose to attend, Wednesday 2nd October, 2019 at 12.00 P.m and in the location specified in the invitation for tenders. The tenderers' representatives who are present shall sign a register evidencing their attendance.

2.17.2 The tenderer's names, tender modifications or withdrawals, tender prices, discounts, and the presence or absence of requisite tender security and such other details as the Procuring entity, at its discretion, may consider appropriate, will be announced at the opening.

2.17.3 The Procuring entity will prepare minutes of the tender opening, which will be submitted to tenderers that signed the tender opening register and will have made the request.

## 2.18 Clarification of Tenders

2.18.1 To assist in the examination, evaluation and comparison of tenders the Procuring entity may, at its discretion, ask the tenderer for a clarification of its tender. The request for clarification and the response shall be in writing, and no change in the prices or substance of the tender shall be sought, offered, or permitted.

2.18.2 Any effort by the tenderer to influence the Procuring entity in the Procuring entity's tender evaluation, tender comparison or contract award decisions may result in the rejection of the tenderers' tender.

## 2.19 Preliminary Examination and Responsiveness

2.19.1 The Procuring entity will examine the tenders to determine whether they are complete, whether any computational errors have been made, whether required sureties have been furnished, whether the documents have been properly signed, and whether the tenders are generally in order.

2.19.2 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

2.19.3 The Procuring entity 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.

2.19.4 Prior to the detailed evaluation, pursuant to paragraph 2.19.5, the Procuring entity will determine the substantial responsiveness of each tender to the tender documents. For purposes of these paragraphs, a substantially responsive tender is one which conforms to all the terms and conditions of the tender documents without material deviations the Procuring entity's determination of a tender's responsiveness is to be based on the contents of the tender itself without recourse to extrinsic evidence.

2.19.5 If a tender is not substantially responsive, it will be rejected by the procuring entity and may not subsequently be made responsive by the tenderer by correction of the nonconformity.

## **2.20. Conversion to single currency**

2.20.1 Where other currencies are used, the Procuring entity will convert those currencies to Kenya Shillings using the selling exchange rate on the date of tender closing provided by the Central Bank of Kenya.

## **2.21. Evaluation and Comparison of Tenders**

2.22.1 The Procuring entity will evaluate and compare the tenders which have been determined to be substantially responsive, pursuant to paragraph 2.19.4.

2.22.2 The Procuring entity's evaluation of a tender will take into account, in addition to the tender price, the following factors, in the manner and to the extent indicated 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) The Procuring entity requires that the services under the Invitation for Tenders shall be performed at the time specified in the Schedule of Requirements. Tenders offering to perform longer than the procuring entity's required delivery time will be treated as non-responsive and rejected.
- (b) Deviation in payment schedule

- (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. The Procuring entity 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 the Procuring entity**

2.23.1 Subject to paragraph 2.19 no tenderer shall contact the Procuring entity on any matter relating to its tender, from the time of the tender opening to the time the contract is awarded.

2.23.2 Any effort by a tenderer to influence the Procuring entity in its decisions on tender evaluation, tender comparison, or contract award may result in the rejection of the Tenderers' tender.

### **2.24 Post-qualification**

2.24.1 The Procuring entity will verify and determine to its satisfaction whether the tenderer that is selected as having submitted the lowest evaluated responsive tender is qualified to perform the contract satisfactorily.

2.24.2 The determination will take into account the tenderer financial and technical capabilities. It will be based upon an examination of the documentary evidence of the tenderers qualifications submitted by the tenderer, pursuant to paragraph 2.11.2 as well as such other information as the Procuring entity deems necessary and appropriate

2.24.3 An affirmative determination will be a prerequisite for award of the contract to the tenderer. A negative determination will result in rejection of the Tenderer's tender, in which event the Procuring entity will proceed to the next lowest



evaluated tender to make a similar determination of that Tenderer's capabilities to perform satisfactorily.

## **2.25 Award Criteria**

2.25.1 Subject to paragraph 2.29 the Procuring entity will award the contract to the successful tenderer whose tender has been determined to be substantially responsive and has been determined to be the lowest evaluated tender, provided further that the tenderer is determined to be qualified to perform the contract satisfactorily.

2.25.2 To qualify for contract awards, the tenderer shall have the following:-

- (a) Necessary qualifications, capability experience, services, equipment and facilities to provide what is being procured.
- (b) Legal capacity to enter into a contract for procurement
- (c) Shall not be insolvent, in receivership, bankrupt or in the process of being wound up and is not the subject of legal proceedings relating to the foregoing.
- (d) Shall not be debarred from participating in public procurement.

## **2.26. Procuring entity's Right to accept or Reject any or all Tenders**

2.26.1 The Procuring entity reserves the right to accept or reject any tender, and to annul the tendering process and reject all tenders at any time prior to contract award, without thereby incurring any liability to the affected tenderer or tenderers or any obligation to inform the affected tenderer or tenderers of the grounds for the Procuring entity's action. If the Procuring entity determines that none of the tenders is responsive, the Procuring entity shall notify each tenderer who submitted a tender.

2.26.2 The procuring entity shall give prompt notice of the termination to the tenderers and on request give its reasons for termination within 14 days of receiving the request from any tenderer.

2.26.3 A tenderer who gives false information in the tender document about 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, the Procuring entity will notify the successful tenderer in writing that its tender has been accepted.

2.27.2 The notification of award will signify the formation of the contract subject to the signing of the contract between the tenderer and the procuring entity pursuant to clause 2.9. Simultaneously the other tenderers shall be notified that their tenders were not successful.

2.27.3 Upon the successful Tenderer's furnishing of the performance security pursuant to paragraph 2.29 the Procuring entity will promptly notify each unsuccessful Tenderer and will discharge its tender security, pursuant to paragraph 2.12

## **2.28 Signing of Contract**

2.28.1 At the same time as the Procuring entity notifies the successful tenderer that its tender has been accepted, the Procuring entity will simultaneously inform the other tenderers that their tenders have not been successful.

2.28.2 Within fourteen (14) days of receipt of the Contract Form, the successful tenderer shall sign and date the contract and return it to the Procuring entity.

2.28.3 The contract will be definitive upon its signature by the two parties.

2.28.4 The parties to the contract shall have it signed within 30 days from the date of notification of contract award unless there is an administrative review request.

## **2.29 Performance Security**

2.29.1 The successful tenderer shall furnish the performance security in accordance with the Conditions of Contract, in a form acceptable to the Procuring entity.

2.29.2 Failure by the successful tenderer to comply with the requirement of paragraph 2.29 or paragraph 2.30.1 shall constitute sufficient grounds for the annulment of the award and forfeiture of the tender security, in which event the Procuring entity may make the award to the next lowest evaluated tender or call for new tenders.

## **2.30 Corrupt or Fraudulent Practices**

The Procuring entity requires that tenderers observe the highest standard of ethics during the procurement process and execution of contracts. A tenderer shall sign a declaration that he has not and will not be involved in corrupt or fraudulent practices.

2.30.2 The Procuring entity will reject a proposal for award if it determines that the tenderer recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question

2.30.3 Further a tenderer who is found to have indulged in corrupt or fraudulent practices risks being debarred from participating in public Procurement in Kenya.

## **Appendix to Instructions to Tenderers**

### **Notes on the Appendix to the Instruction to Tenderers**

1. The Appendix to instructions to tenderers is intended to assist the procuring entity in providing specific information in relation to corresponding clause in the instructions to Tenderers included in Section II and has to be prepared for each specific procurement.
2. The procuring entity should specify in the appendix information and requirements specific to the circumstances of the procuring entity, the procuring of the procurement, and the tender evaluation criteria that will apply to the tenders.
3. In preparing the Appendix the following aspects should be taken into consideration;
  - (a) The information that specifies and complements provisions of Section II to be incorporated.
  - (b) Amendments and/or supplements if any, to provisions of Section II as necessitated by the circumstances of the specific procurement to be also incorporated.
4. Section II should remain unchanged and can only be amended through the Appendix to instructions to tenders.

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

### Appendix to instructions to Tenderers

The following information for the procurement of insurance services shall complement, supplement, or amend, the provisions on the instructions to tenderers. Wherever there is a conflict. The 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	Particulars of Appendix to instructions to tenderers
2.1	Particulars of eligible tenderers: Insurance Company licensed by the Insurance Regulatory Authority (IRA) to transact business in Kenya.
2.10.1	<i>Particulars of the currencies:</i> Prices shall be quoted in Kenya Shillings
2.13.3	<i>Tender validity period:</i> Tenders shall remain valid for 120 days after date of tender opening. A tender valid for a shorter period shall be rejected by the Procuring entity as non-responsive.
2.15.1	<i>Deadline for Submission of Tenders:</i> Tenders must be received by the the Authority as indicated in the tender notice on or before Wednesday 2nd October, 2019 at 12.00 P.m Bulky tenders shall be received and registered in the procurement office on or before the closing time and date and shall be opened alongside others.

2.15.2

*Extension of submission date:* The Procuring entity 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 the Procuring entity and candidates previously subject to the deadline will thereafter be subject to the deadline as extended.

## 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 the Procuring entity and the tenderer, as recorded in the Contract Form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
- (b) “The Contract Price” means the price payable to the tenderer under the Contract for the full and proper performance of its contractual obligations
- (c) “The Services” means services to be provided by the tenderer including any documents, which the tenderer is required to provide to the Procuring entity under the Contract.
- (d) “The Procuring entity” means the organization procuring the services under this Contract
- (e) “The Contractor” means the organization or firm providing the services under this Contract.
- (f) “GCC” means the General Conditions of Contract contained in this section.
- (g) “SCC” means the Special Conditions of Contract
- (h) “Day” means calendar day

### 3.2. Application

3.2.1 These General Conditions shall apply to the extent that they are not superseded by provisions of other part of the contract

### **3.3. Standards**

3.3.1 The services provided under this Contract shall conform to the standards mentioned in the schedule of requirements.

### **3.4. Use of Contract Documents and Information**

3.4.1 The Contractor shall not, without the Procuring entity's prior written consent, disclose the Contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the Procuring entity in connection therewith, to any person other than a person employed by the contractor in the performance of the Contract.

3.4.2 The Contractor shall not, without the Procuring entity's prior written consent, make use of any document or information enumerated in paragraph 2.4.1 above.

3.4.3 Any document, other than the Contract itself, enumerated in paragraph 2.4.1 shall remain the property of the Procuring entity and shall be returned (all copies) to the Procuring entity on completion of the contract's or performance under the Contract if so required by the Procuring entity.

### **3.5. Patent Rights**

3.5.1 The Contractor shall indemnify the Procuring entity against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the services under the contract or any part thereof.

### **3.6 Performance Security**

3.6.1 Within twenty eight (28) days of receipt of the notification of Contract award, the successful tenderer shall furnish to the Procuring entity the performance security where applicable in the amount specified in SCC

3.6.2 The proceeds of the performance security shall be payable to the Procuring entity as compensation for any loss resulting from the Tenderer's failure to complete its obligations under the Contract.



3.6.3 The performance security shall be denominated in the currency of the Contract, or in a freely convertible currency acceptable to the Procuring entity and shall be in the form of:

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

3.6.4 The performance security will be discharged by the Procuring entity and returned to the Candidate not later than thirty (30) days following the date of completion of the Contractor's performance of obligations under the Contract, including any warranty obligations, under the Contract.

### **3.7. Delivery of services and Documents**

3.7.1 Delivery of the services shall be made by the Contractor in accordance with the terms specified by the procuring entity in the schedule of requirements and the special conditions of contract

### **3.8. Payment**

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

3.8.2 Payment shall be made promptly by the Procuring entity, but in no case later than sixty (60) days after submission of an invoice or claim by the contractor

### **3.9. Prices**

3.9.1 Prices charges by the contractor for Services performed under the Contract shall not, with the exception of any price adjustments authorized in SCC vary from the prices quoted by the tenderer in its tender or in the procuring entity's request for tender validity extension the case may be. No variation in or modification to the terms of the contract shall be made except by written amendments signed by the parties.

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

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

3.9.4 Price variation requests shall be processed by the procuring entity within 30 days of receiving the request.

### **3.10. Assignment**

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

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

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

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

3.11.2 In the event the Procuring entity terminates the contract in whole or in part, it may procure, upon such terms and in such manner as it deems appropriate, services similar to those un-delivered, and the Contractor shall be liable to the Procuring entity for any excess costs for such similar services. However the contractor shall continue performance of the contract to extent not terminated.

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

3.12.1 The Procuring entity may at any time terminate the contract by giving written notice to the Contractor if the contractor becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the contractor, provided that such termination will not prejudice or affect any right of

action or remedy, which has accrued or will accrue thereafter to the procuring entity.

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

3.13.1 The Procuring entity by written notice sent to the contractor, may terminate the contract in whole or in part, at any time for its convenience. The notice of termination shall specify that the termination is for the procuring entities convenience, the extent to which performance of the contractor of the contract is terminated and the date on which such termination becomes effective.

3.13.2 For the remaining part of the contract after termination the procuring entity may elect to cancel the services and pay to the contractor an agreed amount for partially completed services.

### **3.14 Resolution of Disputes**

3.14.1 The procuring entity and the contractor shall make every effort to resolve amicably by direct informal negotiations and disagreement or disputes arising between them under or in connection with the contract

3.14.2 If after thirty (30) days from the commencement of such informal negotiations both parties have been unable to resolve amicably a contract dispute either party may require that the dispute be referred for resolution to the formal mechanisms specified in the SCC.

### **3.15. Governing Language**

3.15.1. The contract shall be written in the English language. All correspondence and other documents pertaining to the contract, which are exchanged by the parties shall be written in the same language.

### **3.16. Applicable Law**

3.16.1 The contract shall be interpreted in accordance with the laws of Kenya unless otherwise expressly specified in the SCC.

### **3.17 Force Majeure**

3.17.1 The Contractor shall not be liable for forfeiture of its performance security, or termination for default if and to the extent that 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

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

#### 4.1 Tendering Notes

- 4.1.1 The Tenderer is required to check the number of pages and should any is found to be missing or in duplicate or the figure or writing indistinct, the Authority must be informing at once and have the same rectified.
- 4.1.2 Should the Tenderer be in doubt about the prices, meaning of any item, word or figure for any reason whatsoever or observe any apparent omission of words or figures, he must inform the Authority in order that the correct meaning may be decided upon before the date for submission of the Tender.
- 4.1.3 No liability whatsoever will be admitted nor is claim allowed in respect of errors in the Tenderer's Tender due to mistakes which should have been rectified in the manner described above.
- 4.1.4 It is the sole responsibility of the tenderer to ensure all the documents submitted are well bounded and the Authority shall not take any responsibility or liability for any loss or misplacement of loose documents.
- 4.1.5 The Tenderer shall not alter or otherwise qualify the text of this Tender Document. Any alteration or qualification made without Authority will be ignored and the text of the Tender Document as printed will be adhered to.
- 4.1.6 The Tenderer shall ensure that the conditions set out below are met in full. Failure to provide the same shall lead to rejection of the tender.
- 4.1.7 The insurance underwriter shall be required to demonstrate honesty and integrity in handling and delivery of the required services within the stipulated time. They shall also be required to exhibit professionalism through prompt response to queries on policy wording and interpretation.

*Please note that this will form part of Authority's assessments on performance through the contract period and failure to meet the above may jeopardize future business with the Authority.*

**4.1.8 Any Insurance underwriter with past adverse service in terms premium remission shall be eliminated at preliminary stage.**

**4.1.9 The duration of the contract shall be one year with possibility of extension for a further one-year subject to satisfactory performance of the service provider and provision of a revised list of beneficiaries by the procuring entity.**

**4.1.10 The procurement entity also retains the right to terminate the contract at any stage on the basis of poor performance on the part of the Insurance Underwriter.**

**4.1.11 The tender is open to all reputable insurance underwriters.**

**4.1.12 The Authority will carry out due diligence on the recommended underwriter before an award is made.**

Due diligence will involve confirmation of reference clients and their subsequent recommendations to ascertain any information there is any mis-presentation of information by the bidder.

**4.1.13 The insurance underwriter must meet the under listed conditions.**

## EVALUATION CRITERIA

The bids will be evaluated using the criteria set as below. Only those bidders who meet the Mandatory requirements will be evaluated further.

The Technical Evaluation Criteria will be on a scoring system. Only proposals that score at least 80% and above shall proceed for **Financial Evaluation**.

Financial bids will be submitted in Kenya Shillings or any freely convertible currency but for the purpose of evaluation, they shall be converted to Kenya Shillings using the Central Bank of Kenya (CBK) rates prevailing on the date of opening of financial proposals. Refer to <http://www.centralbank.go.ke/> for a list of currencies that can be used for the financial proposal submission

$$Sf = 100 \times \frac{Fm}{F}$$

Where

- Sf is the financial score;
- Fm is the lowest priced financial proposal
- F is the price of the proposal under consideration.

### Evaluation Method

Quality and Cost Based Selection

A bidder must obtain at least **80%** on the technical score to proceed to the next stage which the evaluation of the financial proposal.

### Weights of the Technical and Financial Evaluations

- **Technical evaluation = 80%**
- **Financial bid = 20%**

The firm achieving the highest combined technical and financial score and whose references and due diligence satisfy CAK will be invited for negotiations.

*Bidders are required to ensure that they comply with the tender instructions on how to submit the bid document.*

**THE INSURANCE UNDERWRITER MUST PROVIDE THE FOLLOWING DOCUMENTS**

No	MANDATORY REQUIREMENT	YES/NO
1	Be registered with Insurance Regulatory Authority year 2019, Submit copy of license certified by issuing body.	
2	Must have paid up capital of Kshs.500 million or more as per IRA act. Attach proof	
4	Must have been in existence for not less than five years providing similar services. Attach proof - letters of recommendation from the three (3) reputable clients and the value of the business undertaken.	
5	Attach copy of valid Tax Compliance Certificate	
6	Attach copy of a valid NSSF compliance certificate	
7	Attach copy of a valid NHIF compliance certificate	
8	Current Business permit/Trade license for County Government	
9	Completely filled, signed and stamped Confidential Business questionnaire	
10	Completely filled, signed and stamped form of tender and price schedule.	
11	Attach copy of Certificate of Registration/Incorporation including any change of names where applicable,	
12	Attach copy of certified Audited Account for the last three years (within the period 2016, 2017 and 2018)	
13	Must be a member of the Association of Kenya Insurance (AKI), certification by issuing body - attach proof.	
14	Re-insurance cover-underwriter must have a reinsurance policy in place from a well-known and registered insurance /re-insurance. Attach evidence in the form of re-insurance slip (s) or cover note.	
15	The tender security of Ksh 200,000/= valid for a period of 120 days from the date the tender is opened. Indicate	
16	Complete form to indicate that the firm has not been debarred from participating in public procurement.	



17	Complete the Self Declaration form On Corruption engagement	
18	The bid document must be bounded and serialized(paginated) including all Annexes	
19	Submit two bid documents Original and Copy of the tender.	

Only underwriters meeting the above Mandatory Requirements (Score YES) in all the above items will have their financial proposal subjected to financial evaluation.

### TECHNICAL EVALUATION SCORES

No.	Item Description	Marks	Score	Remark
1	Excess if applicable, free cover limits and limits of any liability should be clearly shown. State the free cover limit 14 million.	10		
2	Provide proposal on administration of scheme - provision of the services giving contact persons, timelines and how claims and complains will be handled.	20		
3	Evidences/proof providing similar service/scheme to three (3) major corporate organizations within any of the periods periods 2016, 2017 and 2018. State the number of staff under the scheme (4 Marks). Attach three (3) recommendation letters and the contract sum and contacts (6 marks) Over Kes. 50 million – 20 Marks Kes.20- 50 Million - 15 Marks Below Kes.10 million – 5 Marks	30		

4	Provide at least four (4) key personnel with specific portfolio/task each with the following qualification and experience Principal Officer /Contract Manager – Minimum undergraduate Bachelor degree in insurance or Actuarial Science Plus an Associate of Chartered Institute or Equivalent (attach Certificates and CV , experience of not less than seven (7) years as a senior manager in the insurance industry – 15 marks The other three must have a minimum of a Diploma of Chartered Insurance Institute or Equivalent (attach copies of certificates and Testimonials) and a minimum of five (5) years’	30		
	experience in insurance industry – 15 marks			
9	Provide actual turnaround time for settling claims (attach evidence) and reference from two clients. Turn around period for compensation under the cover not to exceed 30 days upon lodging the claim with the insurer.	10		
	Total Score	100		

***Only bidders who will score 80% and above will be considered technically responsive and shall be subjected to financial evaluation/. Price Comparison***

#### **FINANCIAL EVALUATION STAGE**

The most responsive firm with the highest combined scores (Technical and Financial) will be considered for award of contract after successful undertaking of due diligence and negotiations by the Authority.

**POST QUALIFICATION (DUE DILIGENCE) BEFORE NOTIFICATION OF AWARD:**

The Authority may determine to its satisfaction whether the tenderer that is selected as having submitted the most responsive tender is qualified to perform the contract satisfactorily be notification of award.

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

Reference of general conditions of contract	Special condition of contract
3.7 Delivery of Services	As specified
3.8 Payment	Upon delivery of policy documents
3.9 Price adjustment	None
3.16 Applicable law	Disputes to be settled as per the Arbitration Laws of Kenya
3.18 Notices	<b>The Director-General, Competition Authority of Kenya, P.O.BOX 36265-00200, Ground Floor Kenya Railways, Block D , Nairobi</b>

**SCHEDULE OF REQUIREMENT(S)**

**TERMS OF REFERENCE (TORS) FOR WIBA COMPLIANT GPA AND GROUP LIFE INSURANCE COVER FOR STAFF.**

**Group Personal Accident and WIBA**

To offer GPA for all the Authority employees (88no currently). This will be premium based on individual employee’s remuneration. The Authority will furnish the service provider with a list of the staff members and their respective pay.

**Group Life Scheme/Sum assured**

To offer Group Life Insurance Scheme/ Sum Assured to all Authority employees based on individual remuneration. An amount of Kshs. 200,000/- to be provided under the last expense for the contributor. The facility to be premium based. The Authority to furnish the service provider with a list of all the staff members and their respective pay.

**NB: Interested Bidders to liaise with the Authority for data for items above.**

**The successful underwriter is expected to;**

- i. Immediately underwrite the Authority risks.
- ii. Provide prompt and satisfactory services on the general management of the cover(s), that is correspondence and claim review meeting and updating the policy.
- iii. Analyze, review and scrutinize the policy document and endorsements therein prior to forwarding to the Authority.
- iv. Arrange quarterly meetings to review performance of the policy(s) and provide feedbacks.
- v. Provide appropriate improvement recommendation on the policy(s)

**(A)SCOPE OF COVER FOR GLP**

<b>Benefits Description</b>		<b>Benefit Payable</b>
<b>Group Life Policy Cover</b>		
Group Life for Staff of the Authority (No of staff 88 members with	1. Death in Service Benefit of a staff Member	3 * Annual Gross Salary = xxxxxxxx



annual basic salary of <b>Kshs. xxxxxxxx</b>  list attached)	2. Total Permanent Disability of a staff Member	3 * Annual Gross Salary = <b>xxxxxxxxxx</b>
	3. Critical illness of a staff Member	xx% of GLP Sum Assured
	4. Last expense of a staff Member	Kes.200, 000 per member
Sub Total premium sum ( <i>STATE THE RATE APPLICABLE</i> )		
Total for GLP Staff		

**(B)GROUP PERSONAL ACCIDENT COVER/WIBA ENHANCED.**

The estimated number of employees is 88 but the number is likely to fluctuate.

<b>INSURED</b>	<b>THE AUTHORITY</b>	<b>KSHS.</b>
<b>CLASS OF POLICY</b>	<b>GROUP PERSONAL ACCIDENT/WIBA</b>	
<b>PERSONS COVERED</b>	Estimated Number of employees 88	
	The GPA and WIBA Act (policies) shall be awarded to one (1) underwriter.	
<b>Gross annual Salary</b>	Kshs xxxxxxxxx	
<b>Scope of Cover</b>	<b>Non-Occupational</b> 24 hour worldwide personal accident coverage	
<b>Benefit Insured</b>	Death - 60 Months earnings Permanent Disablement - 60 Months earnings Temporal total Disablement- Actual weekly earning with a limit of 104 weeks Medical Expenses - Kshs 500,000.00	
	<b>WIBA –Occupational Benefits Insured (aligned to WIBA ACT)</b> Death - 96 Months Permanent Disablement - 96 Months Temporal total Disablement- Actual weekly earning with a limit of 104 weeks Medical Expenses - Kshs 100,000.00 Last expense of Ksh 200,000 in case of accident leading to death.	

	As appearing on the pay slip the month preceding the date of accident including allowances of constant nature	
Annual Premiums		
<b>TOTAL</b>		

The scheme will run for a period of **twelve (12) months effective from the date of contract agreement**. The cover will cease immediately an employee leaves the service of the Authority. It will also cease if the Authority fails to renew the cover after twelve months' contract.

**PRICE SCHEDULE SHOULD BE PROVIDED AS BELOW**

<b>S.No</b>	<b>Item Description</b>	<b>Total Premiums Inclusive of Taxes</b>
1.	Group Life Cover ( GL)	
2.	Group Personal Accident/Wiba Enhanced	
3.	Total Tender Sum to be transferred to the Form of Tender	

## SECTION VI - STANDARD FORMS

### Notes on the standard Forms

1. **Form of TENDER** - The form of Tender must be completed by the tenderer and submitted with the tender documents. It must also be duly signed by duly authorized representatives of the tenderer.
2. **Price Schedule Form** - The price schedule form must similarly be completed and submitted with the tender.
3. **Contract Form** - The contract form shall not be completed by the tenderer at the time of submitting the tender. The contract form shall be completed after contract award and should incorporate the accepted contract price.
4. **Confidential Business Questionnaire Form** - This form must be completed by the tenderer and submitted with the tender documents.
5. **Tender Security Form** - When required by the tender document the tenderer shall provide the tender security either in the form included hereinafter or in another format acceptable to the procuring entity.
6. **Performance security Form** - The performance security form should not be completed by the tenderer at the time of tender preparation. Only the successful tenderer will be required to provide performance security in the form provided herein or in another form acceptable to the procuring entity.



**Form of Tender**

To:

Date \_\_\_\_\_

Name and address of procuring entity

Tender No. \_\_\_\_\_

Tender Name \_\_\_\_\_

Gentlemen and/or Ladies:-

1. Having examined the Tender documents including Addenda No. (Insert numbers) ..... the receipt of which is hereby duly acknowledged, we the undersigned, offer to provide Insurance Services under this tender in conformity with the said Tender document for the sum of .....  
.....[Total Tender amount in words and figures] or such other sums as may be ascertained in accordance with the Schedule of Prices attached herewith and made part of this Tender.
2. We undertake, if our Tender is accepted, to provide the Insurance Cover Services in accordance with the conditions of the tender.
3. We agree to abide by this Tender for a period of .....[number] days from the date fixed for Tender opening of the Instructions to Tenderers, and it shall remain binding upon us and may be accepted at any time before the expiration of that period.
4. This Tender, together with your written acceptance thereof and your notification of award, shall constitute a Contract between us subject to the signing of the contract by both parties.
5. We understand that you are not bound to accept the lowest or any tender you may receive.

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 2005

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

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



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

**Contract Form**

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

WHEREAS the Procuring entity invited tenders for the GLP 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) the Procuring entity’s Notification of Award
3. In consideration of the payments to be made by the Procuring entity to the tenderer as hereinafter mentioned, the tenderer hereby covenants with the Procuring entity to provide the GLP cover and to remedy defects therein in conformity in all respects with the provisions of the Contract.
4. The Procuring entity hereby covenants to pay the tenderer in consideration of the provision of the services and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the contract at the times and in the manner prescribed by the contract.

IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with their respective laws the day and year first above written

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



**SELF-DECLARATION FORM (CORRUPTION)**

**PUBLIC PROCUREMENT REGULATORY AUTHORITY (PPRA)**

**SELF-DECLARATION THAT THE PERSON/TENDERER WILL NOT ENGAGE IN ANY CORRUPT OR FRAUDULENT PRACTICE.**

I, .....of P. O. Box ..... being a resident of ..... in the Republic of Kenya do hereby make a statement as follows:-

1. THAT I am the Chief Executive/Managing Director/Principal Officer/Director of ..... (insert name of the Company) who is a Bidder in respect of Tender No. ....

for .....(insert tender title/description) for .....( insert name of the Procuring entity) and duly authorized and competent to make this statement.

2. THAT the aforesaid Bidder, its servants and/or agents /subcontractors will not engage in any corrupt or fraudulent practice and has not been requested to pay any inducement to any member of the Board, Management, Staff and/or employees and/or agents of .....( insert name of the Procuring entity) which is the procuring entity.

3. THAT the aforesaid Bidder, its servants and/or agents /subcontractors have not offered any inducement to any member of the Board, Management, Staff and/or employees and/or agents of .....(name of the procuring entity)

4. THAT the aforesaid Bidder will not engage /has not engaged in any corrosive practice with other bidders participating in the subject tender

5. THAT what is deponed to hereinabove is true to the best of my knowledge information and belief.

.....

**(Title) (Signature) (Date) Bidder's Official Stamp**



**SELF DECLARATION FORM**

**REPUBLIC OF KENYA**

**PUBLIC PROCUREMENT REGULATORY AUTHORITY (PPRA)**

**SELF DECLARATION THAT THE PERSON/TENDERER IS NOT DEBARRED IN THE MATTER OF THE PUBLIC PROCUREMENT AND ASSET DISPOSAL ACT 2015.**

I, .....of P.O. Box.....being a resident of.....in the republic of.....do hereby make a statement as follows:-

1. THAT I am the Company Secretary/ Chief Executive/ Managing Director/ Principal Officer/ Director of..... (insert name of the Company) who is a Bidder in respect of **Tender No.** ..... for.....(insert tender title/description) for..... (insert name of Procuring entity) and duly authorized and competent to make this statement.
2. THAT the aforesaid Bidder, its Directors and subcontractors have not been debarred from participating in procurement proceeding under Part IV of the Act.
3. THAT what is deposed to hereinabove is true to the best of my knowledge, information and belief.

.....  
.....  
(Title) (Signature) (Date)  
Bidder Official Stamp



## CONFIDENTIAL BUSINESS QUESTIONNAIRE

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

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

### Part 1 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  
 .....

### Part 2 (b) – Partnership

Given details of partners as follows

Name	Nationality	Citizenship details	Shares
1.			
.....			
..... 2.			
.....			
..... 3.			
.....			
.....			
4. ....			

Part 2 (c) – Registered Company

Private or Public

State the nominal and issued capital of company Nominal Kshs.

Issued Kshs.

Given details of all directors as follows

Name	Nationality	Citizenship details	Shares
------	-------------	---------------------	--------

1.

.....

..... 2.

.....

..... 3.

.....

.....

4. ....

Date.....Signature of Candidate.....



## 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 <the procuring entity> 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 the procuring entity on the Form; or
2. If the tender, having been notified of the acceptance of its tender by the procuring entity during the period of tender validity
  - (a) fails or refuses to execute the Contract Form, if required; or
  - (b) fails or refuses to furnish the performance security, in accordance with the Instructions to tenders.

We undertake to pay to the procuring entity up to the above amount upon receipt of its first written demand, without the procuring entity having to substantiate its demand, provided that in its demand the procuring entity will note that the amount claimed by it is due to it, owing to the occurrence of one or both of the conditions, specifying the occurred condition(s)

This tender guarantee will remain in force up to and including thirty (30) days after the period of tender validity, and any demand in respect thereof should reach the Bank not later than the above stated date.

.....  
**[Authorized Signatories and official stamp of the Bank]**  
*(Amend accordingly if provided by Insurance Company)*

**PERFORMANCE SECURITY FORM**

To: .....  
[Name of procuring entity]

WHEREAS ..... [name of tenderer]  
(Hereinafter called "the tenderer") has undertaken, in pursuance of Contract No.  
\_\_\_\_\_ [reference number of the contract] dated \_\_\_\_\_ 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)*

**LETTER OF NOTIFICATION OF AWARD**

**Address of Procuring Entity**

\_\_\_\_\_  
\_\_\_\_\_

To: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

RE: Tender No. \_\_\_\_\_

Tender Name \_\_\_\_\_

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

\_\_\_\_\_  
\_\_\_\_\_

1. Please acknowledge receipt of this letter of notification signifying your acceptance.
2. The contract/contracts shall be signed by the parties within 30 days of the date of this letter but not earlier than 14 days from the date of the letter.
3. You may contact the officer(s) whose particulars appear below on the subject matter of this letter of notification of award.

*(FULL PARTICULARS)* \_\_\_\_\_  
\_\_\_\_\_

SIGNED FOR ACCOUNTING OFFICER



**FORM RB 1 REPUBLIC OF KENYA PUBLIC PROCUREMENT ADMINISTRATIVE REVIEW BOARD**

APPLICATION NO.....OF.....20.....

BETWEEN

.....APPL

ICANT AND

.....RESPONDENT (Procuring Entity)

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

.....20...

**REQUEST FOR REVIEW**

I/We.....,the above named Applicant(s), of  
address: Physical address.....Fax No.....Tel. No.....Email .....,

hereby request the Public Procurement Administrative Review Board to review the  
whole/part of the above mentioned decision on the following grounds , namely:-

1.

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

1.

2. etc

SIGNED .....(Applicant)

Dated on.....day of ...../...20...

FOR OFFICIAL USE ONLY

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

SIGNED

Board Secretary



**DECLARATION FORM**

**STATEMENT OF VERIFICATION THAT THE TENDERER IS NOT DEBARRED IN THE MATTER OF THE PUBLIC PROCUREMENT AND ASSET DISPOSAL ACT 2015.**

I, .....of P. O. Box ..... being a resident of .....in the Republic of Kenya do hereby make a statement as follows:-

1. THAT I am the Chief Executive/Managing Director/Principal Officer/Director of ..... (Name of the Company) who is a Bidder in respect of **Tender No.** ..... To supply goods, render services and/or carry out works for The THE Authority and duly authorized and competent to make this statement.
2. THAT the aforesaid Bidder has not been debarred from participating in procurement proceeding under Part IX.
3. THAT the aforesaid Bidder will not engage in any corrupt practice and has not been requested to pay any inducement to any member of the THE Authority, Management, Staff and/or employees and/or agents of The THE Authority, which is the procuring entity.
4. THAT the aforesaid Bidder, its servants and/or agents have not offered any inducement to any member of the THE Authority, Management, Staff and/or employees and/or agents of The THE Authority.
5. THAT what is deponed to hereinabove is true to the best of my knowledge information and belief.

Finally, the company has the necessary qualifications, capability, experience, resources, equipment and facilities to provide what is being procured in this invitation to tender”

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

