



KENYA TRADE NETWORK AGENCY (KENTRADE)
Embankment Plaza – First Floor P.O. Box 36943-00200-NAIROBI
Tel: +254 020 2614896; email: info@kentrade.go.ke

TENDER DOCUMENT

FOR

PROVISION OF GROUP LIFE, PERSONAL ACCIDENT AND

WORK INJURIES BENEFIT INSURANCE COVERS

TENDER NO. KTNA/OT/01/2019-2020

September, 2019

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INTRODUCTION

- 1.1 This Standard Tender Document has been prepared for use by The Kenya Trade Network Agency for the Procurement of Staff Group Life (**GL**), Group Personal Accident (**GPA**) and Work Injuries Benefit (**WIBA**) Insurance Covers
- 1.2 The document includes detailed requirement specifications for the provision of the above covers.
- 1.3 The document also includes a letter of Invitation, Instructions to Tenderers and various forms for the tenderer to apply.
- 1.4 KENTRADE has undertaken to ensure that the evaluation criterion is clear and explicit and that it refers to the needs and characteristics of this specific procurement.
- 1.5 The bidder shall be required to quote for all the covers required i.e. Group Life, Personal Accident Cover and Work Injuries Benefit Cover.

2.0 Summary of Requirements

SCOPE OF COVER

The Agency intends to procure a Work Injury Benefit (WIBA), Group Personal Accident (GPA) and the Group Life (GL) for its employees. The cover shall include serving employees and any additions as shall be communicated through the KenTrade Human Resource Department. Incoming employees should be able to join the scheme on pro-rata basis and whenever an employee leaves the Agency a credit note be issued for the remaining period.

In case of the medical examination for staff whose cover is above the free cover limit, the successful bidder shall cater for the costs of the medical examination.

All the above covers shall be provided on 24 hour basis with worldwide coverage.

The above insurance covers are as described below;

2.1 Group Life (GL) Cover

This is a benefit payable on death from illness (natural causes) or accidental death. The amount payable (the sum assured) shall be five (5) times annual salary as per the attached schedule. The benefit is expected to be paid out as a lump sum to the Agency in the event of death of an employee whilst in the service of the Agency. The cover should be a 24 hour worldwide cover.

2.2 Group Personal Accident (GPA) Cover

The Personal accident cover is expected to provide compensation to employees for physical (internal and external) body injury caused in an accident within and outside the workplace – whether or not the employee is on official assignment. It shall also cover members if the accident results in death. The GPA cover shall be a 24 hours worldwide cover.

2.3 Work Injury Benefit (WIBA) Cover

This policy is expected to cover the employees of the Agency whilst on duty and engaged in the execution of the Agency's business and/or any project undertaken by the Agency, against accidental bodily injury, disablement, illness acquired through the nature of work or death. The expected compensation shall be payable in accordance with the provisions of the Work Injury Benefits Act (WIBA) 2007 which provides for compensation to employees for work related injuries and diseases contracted in the course of employment.

The maximum benefit is set at 96 months' (8 years) current basic salary and the WIBA policy cover should be 24 hours worldwide cover.

There shall be a bidders' conference on Tuesday, September 17, 2019 at the KenTrade Offices on First floor, Embankment Plaza, Longonot Road, Upper hill, Nairobi at 1000hours. All bidders are encouraged to attend.

SECTION I - INVITATION TO TENDER

September 11, 2019

TENDER NO. KTNA/OT/01/2019-2020 FOR THE PROVISION OF GROUP LIFE, GROUP PERSONAL ACCIDENT AND WORK INJURIES BENEFIT COVERS

The Kenya Trade Network Agency invites sealed tenders from eligible candidates for the provision of the above subject Insurance covers for a period of two years.

Interested eligible candidates may view and download the document **free of charge** from Government Tenders Portal (IFMIS) or from our website on the following link: - <http://www.kentrade.go.ke/index.php/procurement/tenders>, or purchase the documents at a cost of **Kshs. 1000.00** from the KenTrade procurement office at Embankment Plaza (1st Floor), Upper Hill.

Bidders who download the tender document from the Government Portal-<http://supplier.treasury.go.ke/> shall be required to email their detailed contact information to procurement@kentrade.go.ke for future communication.

Further information may also obtain from the Procurement office, Kenya Trade Network Agency, 1st floor, Embankment Plaza, in Upper Hill during normal office working hours.

Prices quoted should be net, inclusive of all taxes and must be in Kenya Shillings and shall remain valid for 120 days from the closing date of the tender.

Tenders must be accompanied by a tender security of **Kenya shillings One Hundred Thousand only (100,000.00)** in form of a guarantee from a reputable bank or Insurance company approved by the Public Procurement Regulatory Authority (PPRA), and which must be valid for **150 days** from the closing date of the tender.

Completed tender documents (**Original and Copy**) are to be enclosed in plain sealed envelopes, marked with the tender number and name and be deposited in the Tender Box provided at the KenTrade offices on 1st floor, Embankment Plaza, Upper Hill or be addressed and posted to:

**The Chief Executive Officer,
Kenya Trade Network Agency – KENTRADE
P O Box 36943-00200
Nairobi.**

to be received on or before **Thursday, September 26, 2019 at 1000 hours**

Tenders will be opened immediately thereafter in the presence of the tenderers' representatives who choose to attend at the KenTrade Board room on 1st floor, Embankment plaza.

There shall be a bidders' conference on Tuesday, September 17, 2019 at the KenTrade Offices on First floor, Embankment Plaza, Longonot Road, Upper hill, Nairobi at 1000hours. All bidders are encouraged to attend.

CHIEF EXECUTIVE OFFICER

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 as described in the Appendix to Instructions to Tenderers. Successful tenderers shall provide the services for the stipulated duration from the date of commencement (hereinafter referred to as the term) specified in the tender documents.
- 2.1.2 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 131 of the Act.
- 2.1.3 Tenderers shall provide the qualification information statement that the tenderer (including all members of a joint venture and sub Tenderers) is not associated, or have been associated in the past, directly or indirectly, with a firm or any of its affiliates which have been engaged by 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 tender document shall be provided free of charge.
- 2.2.3 The procuring entity shall allow the tenderer to review the tender document free of charge before downloading.

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) Anti-corruption affidavit 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, 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 two (2) 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 12 hours of receiving the request to enable the tenderer to make timely submission of its tender.

2.5 Amendment of Tender Documents

2.5.1 At any time prior to the deadline for submission of tenders, 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 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) Confidential Business questionnaire.
 - (e) Anti-corruption affidavit 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 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 of

- a) A bank guarantee.
- b) Such insurance guarantee approved by the Authority.

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 The tenderer shall prepare an original and a copy of the tender, clearly marking each "**ORIGINAL TENDER**" and "**COPY OF TENDER,**" as appropriate. In the event of any discrepancy between them, the original shall govern.
- 2.14.2 The original and all copies of the tender shall be typed or written in indelible ink and shall be signed by the tenderer or a person or persons duly authorized to bind the tenderer to the contract. All pages of the tender, except for un-amended printed literature, shall be initialed by the person or persons signing the tender.
- 2.14.3 The tender shall have no interlineations, erasures, or overwriting except as necessary to correct errors made by the tenderer, in which case such corrections shall be initialed by the person or persons signing the tender.

2.15 Sealing and Marking of Tenders

- 2.15.1 The tenderer shall seal the original and the copy of the tender in separate envelopes, duly marking the envelopes as "**ORIGINAL TENDER**" and "**COPY OF TENDER**". The envelopes shall then be sealed in an outer envelope. The inner and outer envelopes shall:
- (a) be addressed to the Procuring entity at the address given in the Invitation to Tender.
 - (b) bear tender number and name in the invitation to tender and the words, "**DO NOT OPEN BEFORE THURSDAY, SEPTEMBER 26, 2019 AT 1000 HOURS**"
- 2.15.2 The inner envelopes shall also indicate the name and address of the tenderer to enable the tender to be returned unopened in case it is declared "late".
- 2.15.3 If the outer envelope is not sealed and marked as required by paragraph 2.15.2, the Procuring entity will assume no responsibility for the tender's misplacement or premature opening.

2.16. Deadline for Submission of Tenders

- 2.16.1 Tenders must be received by the Procuring entity at the address specified under paragraph 2.15.2 not later than **1000 hours on Thursday, September 26, 2019**.
- 2.16.2 The Procuring entity may, at its discretion, extend this deadline for the submission of 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.
- 2.16.3 Bulky tenders which will not fit the tender box shall be received by the procuring entity as provided for in the appendix.

2.17. Modification and Withdrawal of Tenders

- 2.17.1 The tenderer may modify or withdraw its tender after the tender's submission, provided that written notice of the modification, including substitution or withdrawal of the tenders, is received by the Procuring entity prior to the deadline prescribed for submission of tenders.
- 2.17.2 The tenderer's modification or withdrawal notice shall be prepared, sealed, marked and dispatched in accordance with the provisions of paragraph 2.15. A withdrawal notice may also be sent by email but followed by a signed confirmation copy, postmarked not later than the deadline for submission of tenders.
- 2.17.3 No tender may be modified after the deadline for submission of tenders.
- 2.17.4 No tender may be withdrawn in the interval between the deadline for submission of tenders and the expiration of the period of tender validity. Withdrawal of a tender during this interval may result in the Tenderer's forfeiture of its tender security, pursuant to paragraph 2.12.7.

2.18. Opening of Tenders

- 2.18.1 The Procuring entity will open all tenders in the presence of tenderers' representatives who choose to attend, at **1000hours on Thursday, September 26, 2019** and in the location specified in the invitation for tenders. The tenderers' representatives who are present shall sign a register evidencing their attendance.

- 2.18.2 The tenderers' names, tender modifications or withdrawals, tender prices, discounts, and the presence or absence of requisite tender security and such other details as the Procuring entity, at its discretion, may consider appropriate, will be announced at the opening.
- 2.18.3 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.

2.19 Clarification of Tenders

- 2.19.1 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.
- 2.19.2 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.

2.20 Preliminary Examination and Responsiveness

- 2.20.1 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.
- 2.20.2 Arithmetical errors will be rectified on the following basis. If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail, and the total price shall be corrected. If the candidate does not accept the correction of the errors, its tender will be rejected, and its tender security forfeited. If there is a discrepancy between words and figures, the amount in words will prevail
- 2.20.3 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.
- 2.20.4 Prior to the detailed evaluation, pursuant to paragraph 2.20, 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.

2.20.5 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.

2.21. Conversion to single currency

2.21.1 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.

2.22. 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 2.20

2.22.2 The comparison shall be of the price, including all costs as well as duties and taxes payable on all materials to be used in the provision of the services.

2.22.3 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

2.22.4 Pursuant to paragraph 2.22.3. the following evaluation methods will be applied.

(a) Operational Plan

The Procuring entity requires that the services under the Invitation for Tenders shall be performed at the time specified in the Schedule of Requirements. A tender 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

Tenderers shall state their tender price for the payment on the 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.

2.22.5 The tender evaluation committee shall evaluate the tender within 15 days from the date of opening the tender.

2.22.6 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 the 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.

2.23. 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 In the absence of pre-qualification, 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's 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 2.22, 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 is qualification or who refuses to enter into a contract after notification of contract award shall be considered for debarment from participating in future public procurement.

2.27 Notification of Award

- 2.27.1 Prior to the expiration of the period of tender validity, 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 2.1

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 seven (7) 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 15 days from the date of notification of contract award unless there is an administrative review request.

2.29 Performance Security

- 2.29.1 Within fifteen (15) days of the receipt of notification of award from the procuring entity, 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

- 2.30.1 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

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

Instruction to tenders	Particulars of Appendix to instructions to tenderers
2.1	Insurance underwriting Companies licensed by the Insurance Regulatory Authority to transact Business in Kenya, and registered by the Insurance Regulatory Authority.
2.2.2	The tender document shall be downloaded from the KenTrade website free of charge. Bidders wishing to obtain a hard copy shall be required to pay Kshs. 1000.00
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. In case of a discrepancy between the price quoted on the form of tender and the price quoted in the Price schedule, the price on the form of tender shall prevail. Bidders MUST quote for ALL the three covers to be eligible for award.
2.10	Prices quoted Must be in Kenya Shillings and No other currencies shall be allowed.
2.12.2	The tender security shall be Kshs. 100,000.00 valid for an additional thirty (30) days after the expiry of the tender validity period. (i.e. 150 days)
2.12.4	The Tender Security shall be in the form of a Guarantee from a reputable bank or an insurance company approved by PPRA.
2.13	Tenders Shall remain valid for 120 days after date of tender opening
2.16.1	The deadline for submission is Thursday, September 26, 2019 at 1000 Hours
2.16.3	Bulky tenders which do not fit in the tender box shall be delivered to the Procurement Unit.
2.18.1	Opening of tenders will be done on Thursday, September 26, 2019 at 1000 Hours
2.20.1	Mandatory Requirements <ol style="list-style-type: none"> Copy of Certificate of Incorporation/Registration. Duly filled, signed and stamped form of tender. Copy of Valid Tax Compliance Certificate from KRA. Copy of AKI membership for the current year 2019. Copy of registration certificate from IRA for 2019. Provide Reinsurance slip for the year 2019.

	<div><div><div>vii. A valid Single business permit from County Government for 2019.</div><div>viii. Copies of audited accounts for the latest three (3) financial years (2016, 2017 & 2018).</div><div>ix. Quote for Work Injury Benefit (WIBA) cover.</div><div>x. Quote for Group Personal Accident (GPA) cover.</div><div>xi. Quote for Group Life (GL) cover.</div><div>xii. Anti-Corruption Affidavit form signed and stamped by a commissioner of Oaths.</div><div>xiii. The document MUST be paginated.</div></div></div>																								
2.22	<div><div><div><div>Technical Evaluation</div><div>The following provisions MUST BE PROVIDED for in the cover. (THESE ARE THE BASIC MINIMUM AND MUST BE MET IN FULL)</div><div>Part A: Mandatory Technical Evaluation Criteria</div><div><div>i. Group Life Cover</div><table><tr><th>S.No</th><th>Item</th><th>Description</th><th>Bidders Comments</th></tr><tr><td>1.</td><td>Sum assured for Group Life Insurance cover</td><td>60 time’s current monthly basic salary</td><td></td></tr><tr><td>2.</td><td>Death (accidental or due to illness)</td><td>60 time’s current monthly basic salary</td><td></td></tr><tr><td>3.</td><td>Death either within or outside the country</td><td>Worldwide cover</td><td></td></tr><tr><td>4.</td><td>Death due to illnesses such as HIV/AIDS related illnesses, pre-existing conditions, congenital conditions, critical illnesses and genetic disorders covered.</td><td>60 time’s current monthly basic salary award</td><td></td></tr><tr><td>5.</td><td>Critical illness such as cancer, kidney failure, Paraplegia, heart attack, Stroke, Coronary artery</td><td>30% of the sum assured for Group Life cover</td><td></td></tr></table></div></div></div></div>	S.No	Item	Description	Bidders Comments	1.	Sum assured for Group Life Insurance cover	60 time’s current monthly basic salary		2.	Death (accidental or due to illness)	60 time’s current monthly basic salary		3.	Death either within or outside the country	Worldwide cover		4.	Death due to illnesses such as HIV/AIDS related illnesses, pre-existing conditions, congenital conditions, critical illnesses and genetic disorders covered.	60 time’s current monthly basic salary award		5.	Critical illness such as cancer, kidney failure, Paraplegia, heart attack, Stroke, Coronary artery	30% of the sum assured for Group Life cover	
S.No	Item	Description	Bidders Comments																						
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2.	Death (accidental or due to illness)	60 time’s current monthly basic salary																							
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5.	Critical illness such as cancer, kidney failure, Paraplegia, heart attack, Stroke, Coronary artery	30% of the sum assured for Group Life cover																							

	bypass surgery and major organ transplant etc. diagnosed for the first time		
6.	Last Expense	Kshs.100,000.00 per member	
ii. Group Personal Accident Cover			
S.No	Item	Description	Bidders Comments
1.	Sum Assured for Personal Accident Insurance Cover	60 months current monthly basic salary as per the attached schedule	
2.	Sum assured for accidental death	60 months current monthly basic salary	
3.	Permanent total Disability	60 months current monthly basic salary	
4.	Temporary total Disability	30% of the total current basic salary for 12 months (monthly payment)	
5.	Worldwide coverage to members.	24 hour worldwide coverage	
iii. Work Injury Benefit (WIBA) cover			
S. No	Item	Description	Bidders Comments
1.	Claims Administration	Provide Reference letters from at least five (5) clients	
2.	Sum assured for Death	96 months current monthly basic salary	
3.	Permanent disablement.	96 months current monthly basic salary	

	4.	Temporary total/Partial disablement.	30% of the total current basic salary for 12 months (monthly payment)	
	5.	24 hour coverage.	For employees on official assignments	
	6.	Compensation for injuries not specified in the First Schedule which leads to permanent disability.	Compensation for all types of injuries.	
	7.	Coverage of disablement.	As per First Schedule of WIBA 2007	
	8.	Coverage of occupational diseases.	As per Second Schedule of WIBA 2007	
	9.	Dependents' compensation.	As per the Third Schedule of WIBA 2007	
	Part B: Technical General Requirements Evaluation (80% pass mark)			
	S.no	Item	Description	Scores (%)
	1.	Firm experience as shown by number of years in insurance business	1 point for every year's experience to a maximum of five (5) years.	5
	2.	Professional qualification and experience of the principal officer	ACII/AIHK or equivalent	2
			Relevant degree	2
			Postgraduate degree/Diploma	2
			Relevant experience -1 point for every year's experience after qualification to a maximum of five (5) years.	5
	3.	Professional qualifications and experience of three	ACII/AIHK or equivalent	2
			Relevant degree	2
			Postgraduate degree/Diploma	2

		other officers, one of which MUST be from the disadvantaged groups' categories i.e Youth, Women and Persons living with disabilities.	Relevant experience -1 point for every year's experience after qualification to a maximum of four (4) years.	4
	4.	Gross premium turnover	Average premium turnover for the last two year - 1 point for every Ksh. 50 million handled to a maximum of Ksh. 250M.	5
	5.	Free Cover Limit (Group Life)	Ksh. 15 Million	6
Ksh. 13 Million			4	
Less than Ksh.13 Million			0	
	6.	Temporary partial Disability (GPA)	6 months current monthly basic salary.	6
5 – 3 months current monthly basic salary.			3	
If less than 3 months			0	
				50
2.25.1	Financial Evaluation The Financial evaluation shall comprise 20% of the total marks. The lowest fees quoted will be allocated the maximum score of 20% The formula for determining the Financial Score (SF) shall be as follows: $SF = 20 \times F_m / F$ Where: Sf is the financial score Fm is the lowest fees quoted and F is the fees of the quotation under consideration. The bidder with the highest combined technical and financial score shall be awarded the tender.			

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 Tenderer" means the organization or firm providing the services under this Contract.
- (f) "GCC" means the General Conditions of Contract contained in this section.
- (g) "SCC" means the Special Conditions of Contract
- (h) "Day" means calendar day

3.2. Application

3.2.1 These General Conditions shall apply to the extent that they are not 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. Patent Rights

- 3.4.1 The Tenderer 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.

3.5 Performance Security

- 3.5.1 Within fourteen (14) 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
- 3.5.2 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.
- 3.5.3 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) A bank guarantee.
 - b) Such insurance guarantee approved by the Authority.
- 3.5.4 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 tenderer's performance of obligations under the Contract, including any warranty obligations, under the Contract.

3.6. Delivery of services and Documents

- 3.6.1 Delivery of the services shall be made by the Tenderer in accordance with the terms specified by the procuring entity in the schedule of requirements and the special conditions of contract.

3.7 Payment

- 3.7.1 The method and conditions of payment to be made to the Tenderer under this Contract shall be specified in SCC

3.8. Prices

- 3.8.1 Prices charged by the Tenderer for Services performed under the Contract shall not, with the exception of any price adjustments authorized in SCC vary from the prices quoted by the tenderer in its tender or in the procuring entity's request for tender validity extension as 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. Assignment

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

3.10. Termination for Default

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

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

- 3.10.2 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 Tenderer shall be liable to the Procuring entity for any excess costs for such similar services.

3.11. Termination for Insolvency

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

3.12. Termination for Convenience

- 3.12.1 The Procuring entity by written notice sent to the Tenderer, may terminate the contract in whole or in part, at any time for its convenience. The notice of termination shall specify that the termination is for the procuring entities convenience, the extent to which performance of the Tenderer of the contract is terminated and the date on which such termination becomes effective.
- 3.12.2 For the remaining part of the contract after termination the procuring entity may elect to cancel the services and pay to the Tenderer an agreed amount for partially completed services.

3.13 Resolution of Disputes

- 3.13.1 The procuring entity and the Tenderer shall make every effort to resolve amicably by direct informal negotiations and disagreement or disputes arising between them under or in connection with the contract
- 3.13.2 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.

3.14. Governing Language

- 3.14.1. 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.

3.15. Applicable Law

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

3.16 Force Majeure

- 3.16.1 The tenderer shall not be liable for forfeiture of its performance security, or termination for default if and to the extent that it's delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.

3.17 Notices

- 3.17.1 Any notices given by one party to the other pursuant to this contract shall be sent to the other party by post or Email and confirmed in writing to the other party's address specified in the SCC.
- 3.17.2 A notice shall be effective when delivered or on the notices effective date, whichever is later.

SECTION IV - SPECIAL CONDITIONS OF CONTRACT

4.1 Special conditions of contract shall supplement the General conditions of contract. Wherever there is a conflict between the GCC and the SCC, the provisions of the SCC herein shall prevail over those in the GCC.

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

Reference of general conditions of contract	Special condition of contract
3.5 Performance security	7.5% of the contract amount to be submitted before signing the contract.
3.7 Payment	Payment shall be made as per the terms and agreements in the signed contract
3.9 Price adjustment	None allowed before 12 months have elapsed
3.15 Applicable law	Laws of Kenya
3.17 Notices	Client: The Chief Executive Officer, Kenya Trade Network Agency – KENTRADE P O Box 36943-00200 Nairobi.

SECTION V - SCHEDULE OF REQUIREMENTS

TERMS OF REFERENCE FOR PROVISION OF STAFF GROUP LIFE, WORK INJURY BENEFIT (WIBA) AND GROUP PERSONAL ACCIDENT INSURANCE COVERS BRIEF ON KENYA TRADE NETWORK AGENCY (KENTRADE)

5.0 INTRODUCTION

5.1 BRIEF ON KENYA TRADE NETWORK AGENCY (KENTRADE)

The Kenya Trade Network Agency (KenTrade) is a State Corporation under the National Treasury whose mandate is to implement, operationalize and manage the Kenya National Electronic Single Window System (TradeNet) as well as Trade Facilitation.

The key functions of the Agency are to:

- a) Implement policies relating to the National Electronic Single Window System;
- b) Integrate electronic systems of public and private entities involved in receipting, processing and approving documents relating to international trade transactions;
- c) Develop, manage, and promote interchange of electronic data for facilitation of trade;
- d) Undertake and co-ordinate research and surveys in electronic commerce aimed at simplifying and harmonizing trade documentation;
- e) Maintain an electronic database of all imported and exported goods and services and the levies, fees, duties and taxes charged on imported or exported goods and services;
- f) Collect trade statistics;
- g) Plan, develop, monitor and evaluate training programmes for all stakeholders to ensure conformity with international best practices; and
- h) Perform such other functions related to trade facilitation and other such duties as the Minister may, from time to time, assign to the Agency.

5.1.2 KENTRADE's Vision

"To be among the global leaders in trade facilitation through e-commerce."

5.1.3 KENTRADE's Mission

"To facilitate trade by simplifying and harmonizing business processes through effective management of the TradeNet System and provision of related services for Kenya's global competitiveness."

5.1.4 KENTRADE's Core Values

As a public-sector institution, we are dedicated to excellence and provision of high quality professional services to our customers. The values that will guide us in achieving our vision and mission are:-

- i. Customer focus
- ii. Efficiency
- iii. Integrity
- iv. Accountability
- v. Team work
- vi. Equity and
- vii. Creativity and Innovation

5.1.5 KENTRADE'S BRANCHES

KenTrade's Head Office is in Nairobi. The Agency also has staff in branch offices in the following towns;-

- i. Mombasa
- ii. Isebania
- iii. Busia
- iv. Malaba
- v. Namanga

5.2 SCOPE OF COVER

The Agency intends to procure a Work Injury Benefit (WIBA), Group Personal Accident (GPA) and the Group Life (GL) for its employees. The cover shall include serving employees and any additions as shall be communicated through the KenTrade Human Resource Department. Incoming employees should be able to join the scheme on pro-rata basis and whenever an employee leaves the Agency a credit note be issued for the remaining period.

In case of the medical examination for staff whose cover is above the free cover limit, the successful bidder shall cater for the costs of the medical examination.

All the above covers shall be provided on 24 hour basis with worldwide coverage.

The above insurance covers are as described below;

5.2.1 Group Life (GL) Cover

This is a benefit payable on death from illness (natural causes) or accidental death. The amount payable (the sum assured) shall be five (5) times annual salary as per the attached schedule. The benefit is expected to be paid out as a lump sum to the Agency in the event of death of an employee whilst in the service of the Agency. The cover should be a 24 hour worldwide cover.

5.2.2 Group Personal Accident (GPA) Cover

The Personal accident cover is expected to provide compensation to employees for physical (internal and external) body injury caused in an accident within and outside the workplace – whether or not the employee is on official assignment. It shall also cover members if the accident results in death. The GPA cover shall be a 24 hours worldwide cover.

5.2.3 Work Injury Benefit (WIBA) Cover

This policy is expected to cover the employees of the Agency whilst on duty and engaged in the execution of the Agency's business and/or any project undertaken by the Agency, against accidental bodily injury, disablement, illness acquired through the nature of work or death. The expected compensation shall be payable in accordance with the provisions of the Work Injury Benefits Act (WIBA) 2007 which provides for compensation to employees for work related injuries and diseases contracted in the course of employment.

The maximum benefit is set at 96 months' (8 years) current basic salary and the WIBA policy cover should be 24 hours worldwide cover.

5.3 EVALUATION CRITERIA

An evaluation criterion with a total of **100 marks** will be as per the following three (3) key areas:-

- (i) Preliminary Evaluation (Mandatory requirements)
- (ii) Technical Evaluation; Part A (Mandatory Requirements) and Part B (General Requirements) (50 points to be converted into percentage - 80% maximum).
- (iii) Financial Evaluation (20%)

a) Preliminary Evaluation

No marks shall be allocated for the preliminary evaluation but bidders are expected to meet ALL the requirements. However, bidders who do not meet ANY of the mandatory

requirements under this criterion shall be disqualified from proceeding to the Technical Evaluation. The criterion for Preliminary Evaluation is:

- i. Copy of Certificate of Incorporation/Registration.
- ii. Duly filled, signed and stamped form of tender.
- iii. Copy of **Valid** Tax Compliance Certificate from KRA.
- iv. Copy of AKI membership for the current year 2019.
- v. Copy of registration certificate from IRA for 2019.
- vi. Provide Reinsurance slip for the year 2019.
- vii. A valid Single business permit from County Government for 2019.
- viii. Copies of audited accounts for the latest three (3) financial years (2016, 2017 & 2018).
- ix. Quote for Work Injury Benefit (WIBA) cover.
- x. Quote for Group Personal Accident (GPA) cover.
- xi. Quote for Group Life (GL) cover.
- xii. Anti-corruption Affidavit form signed and stamped by a Commissioner of Oaths.
- xiii. The document MUST be paginated.

There shall be a bidders' conference on Tuesday, September 17, 2019 at the KenTrade Offices on First floor, Embankment Plaza, Longonot Road, Upper hill, Nairobi at 1000hours. All bidders are encouraged to attend.

Technical Evaluation

The following provisions **MUST BE PROVIDED** for in the cover. **(THESE ARE THE BASIC MINIMUM AND MUST BE MET IN FULL)**

Part A: Mandatory Technical Evaluation Criteria

i. Group Life Cover

S.no	Item	Description	Bidders Comments
1.	Claims Administration	Provide reference letters from at least three (3) Group Life clients	
2.	Sum assured for Group Life Insurance cover	60 time's current monthly basic salary.	
3.	Death (accidental or due to illness)	60 time's current monthly basic salary.	
4.	Death either within or outside the country	Worldwide cover.	

5.	Death due to illnesses such as HIV/AIDS related illnesses, pre-existing conditions, congenital conditions, critical illnesses and genetic disorders covered.	60 time's current monthly basic salary award.	
6.	Critical illness such as cancer, kidney failure, Paraplegia, heart attack, Stroke, Coronary artery bypass surgery and major organ transplant etc. diagnosed for the first time.	30% of the sum assured for Group Life cover.	
7.	Last Expense	Ksh. 100,000 per member.	

ii. Group Personal Accident Cover

S.no	Item	Description	Bidders Comments
1.	Claims Administration	Provide reference letters from at least three (3) GPA clients	
2.	Sum Assured for Personal Accident Insurance Cover	60 months current monthly basic salary as per the attached schedule.	
3.	Sum assured for accidental death	60 months current monthly basic salary.	
4.	Permanent Total Disability	60 months current monthly basic salary	
5.	Temporary Total Disability	30% of the total current basic salary for 12 months (monthly payment)	
6.	Worldwide coverage to members.	24 hour worldwide coverage	

iii. Work Injury Benefit (WIBA) cover

S.no	Item	Description	Bidders Comments
1.	Claims Administration	Provide reference letters from at least three (3) WIBA clients	
2.	Sum assured for Death	96 months current monthly basic salary.	
3.	Permanent disablement.	96 months current monthly basic salary.	

4.	Temporary total/Partial disablement.	30% of the total current basic salary for 12 months (monthly payment)	
5.	24 hour coverage.	For employees on official assignments.	
6.	Compensation for injuries not specified in the First Schedule which leads to permanent disability.	Compensation for all types of injuries.	
7.	Coverage of disablement.	As per First Schedule of WIBA 2007.	
8.	Coverage of occupational diseases.	As per Second Schedule of WIBA 2007.	
9.	Dependents' compensation.	As per the Third Schedule of WIBA 2007.	

Part B: Technical General Requirements Evaluation (80% pass mark)

S.no	Item	Description	Scores (%)
1.	Firm experience as shown by number of years in insurance business	1 point for every year's experience to a maximum of five (5) years.	5
2.	Professional qualification and experience of the principal officer	ACII/AIHK or equivalent	2
		Relevant degree	2
		Postgraduate degree/Diploma	2
		Relevant experience -1 point for every year's experience after qualification to a maximum of five (5) years.	5
3.	Professional qualifications and experience of three other officers, one of which MUST be from the disadvantaged groups' categories i.e Youth, Women and Persons living with disabilities.	ACII/AIHK or equivalent	2
		Relevant degree	2
		Postgraduate degree/Diploma	2
		Relevant experience -1 point for every year's experience after qualification to a maximum of four (4) years.	4
4.	Gross premium turnover	Average premium turnover for the last two year - 1 points for every Ksh. 50 million handled to a maximum of Ksh. 250M.	5
5.	Free Cover Limit (Group Life)	Ksh. 15 Million	6
		Ksh. 13 Million	4

		Less than Ksh.13 Million	0	
6.	Temporary Disability (GPA)	partial	6 months current monthly basic salary.	6
			5 – 3 months current monthly basic salary.	3
			If less than 3 months	0
		Total		

****THE MINIMUM TECHNICAL SCORE TO PROCEED TO FINANCIAL EVALUATION IS 80% (40 marks) AND ONLY TENDERERS THAT SECURE THE MINIMUM TECHNICAL SCORE WILL BE FINANCIALLY EVALUATED.***

Part C: Financial Evaluation

The Financial evaluation shall comprise 20% of the total marks.

The formula for determining the Financial Score (SF) shall be as follows:

$$SF = 20 \times F_m / F$$

Where: Sf is the financial score

Fm is the lowest fees quoted and

F is the fees of the quotation under consideration.

The lowest fees quoted will be allocated the maximum score of 20%

Part D: Total Evaluation Score

The total evaluation score shall be as outlined in the below table:

S/No	Evaluation	Score (%)
1.	Technical Evaluation (Maximum 80%)	
2.	Financial Evaluation (Maximum 20%)	
3.	TOTAL SCORE (Maximum 100%)	

The bidder with the highest combined technical and financial score shall be awarded the tender.

5.4 AWARD

4.1 The bidder with the **highest combined** technical and financial score shall be awarded the tender.

4.2 The successful bidder will be awarded the contract for a period of **two years**.

SCHEDULE 1: DETAILS OF KENTRADE STAFF

S.No.	Gender	Monthly Basic Salary (Kshs.)	Annual Basic Salary (Kshs.)
1.	Male	570,000	6,840,000
2.	Female	390,000	4,680,000
3.	Female	390,000	4,680,000
4.	Male	380,000	4,560,000
5.	Female	370,000	4,440,000
6.	Female	360,000	4,320,000
7.	Male	360,000	4,320,000
8.	Male	360,000	4,320,000
9.	Male	320,000	3,840,000
10.	Male	300,000	3,600,000
11.	Male	295,000	3,540,000
12.	Male	295,000	3,540,000
13.	Female	290,000	3,480,000
14.	Female	290,000	3,480,000
15.	Female	280,000	3,360,000
16.	Male	280,000	3,360,000
17.	Male	260,000	3,120,000
18.	Female	204,000	2,448,000
19.	Male	204,000	2,448,000
20.	Female	199,000	2,388,000
21.	Male	199,000	2,388,000
22.	Female	199,000	2,388,000
23.	Male	199,000	2,388,000
24.	Female	199,000	2,388,000
25.	Male	199,000	2,388,000
26.	Female	199,000	2,388,000
27.	Female	199,000	2,388,000
28.	Female	199,000	2,388,000
29.	Male	199,000	2,388,000

S.No.	Gender	Monthly Basic Salary (Kshs.)	Annual Basic Salary (Kshs.)
30.	Male	199,000	2,388,000
31.	Male	199,000	2,388,000
32.	Female	194,000	2,328,000
33.	Male	194,000	2,328,000
34.	Female	194,000	2,328,000
35.	Male	194,000	2,328,000
36.	Male	194,000	2,328,000
37.	Male	194,000	2,328,000
38.	Male	194,000	2,328,000
39.	Male	194,000	2,328,000
40.	Female	194,000	2,328,000
41.	Male	189,000	2,268,000
42.	Female	189,000	2,268,000
43.	Male	189,000	2,268,000
44.	Male	184,000	2,208,000
45.	Male	179,000	2,148,000
46.	Female	179,000	2,148,000
47.	Female	174,000	2,088,000
48.	Female	154,000	1,848,000
49.	Female	139,000	1,668,000
50.	Female	139,000	1,668,000
51.	Female	139,000	1,668,000
52.	Female	139,000	1,668,000
53.	Female	139,000	1,668,000
54.	Male	139,000	1,668,000
55.	Female	139,000	1,668,000
56.	Female	139,000	1,668,000
57.	Female	139,000	1,668,000
58.	Female	139,000	1,668,000
59.	Male	134,000	1,608,000
60.	Male	134,000	1,608,000

S.No.	Gender	Monthly Basic Salary (Kshs.)	Annual Basic Salary (Kshs.)
61.	Male	134,000	1,608,000
62.	Female	129,000	1,548,000
63.	Female	84,000	1,008,000
64.	Male	81,000	972,000
65.	Male	68,500	822,000
66.	Male	66,000	792,000
67.	Male	66,000	792,000
68.	Male	66,000	792,000
69.	Male	52,000	624,000

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.

6.1 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 _____ 2019

[Signature]

[In the capacity of]

Duly authorized to sign tender for and on behalf of _____

6.2 PRICE SCHEDULE FORM

S.no	Description	Quote in Kshs. Per year
1.	Total WIBA Cover premium	
2.	Total Group Personal Accident (GPA) Cover Premium	
3.	Total Group Life Cover Premium	
4.	Other charges (where applicable)	
5.	Taxes and levies	
GRAND TOTAL		

6.3 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 Staff Medical, GPA, GL and WIBA covers 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 covers 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 _____

6.4 CONFIDENTIAL BUSINESS QUESTIONNAIRE

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

Whichever applies to your type of business.

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

Part _____ General:

Business Name

Location of business premises

Plot No. Street/Road

Postal Address Tel. No. Email

Nature of business

Registration Certificate No.

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

Kshs.s.

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

Give details of partners as follows

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

Part 2(c) – Registered Company:

Private or public

State the nominal and issued capital of the company –

Nominal Kshs.

Issued Kshs.

Give details of all directors as follows

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

Date..... Signature of Tenderer

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

6.5 TENDER SECURITY FORM

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

KNOW ALL PEOPLE by these presents that WE [*name of bank*] of [*name of country*], having our registered office at [*name of procuring entity*] (hereinafter called <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)



KENYA TRADE NETWORK AGENCY (KENTRADE)
ANTI CORRUPTION AFFIDAVIT FORM
REPUBLIC OF KENYA
IN THE MATTER OF OATHS AND STATUTORY DECLARATION ACT
CHAPTER 15 OF THE LAWS OF KENYA

AND

IN THE MATTER OF THE PUBLIC PROCUREMENT AND DISPOSAL ACT, NO. 33 OF
2015.

I, of P.O. Box being
a resident of In the Republic of Kenya do hereby make oath
and state as follows:-

1. THAT I am the;
(Chief Executive/Managing Director/Principal Officer/Director) of
.....(Name of the Business)
which is a Candidate in respect of Tender Number
..... to supply goods, render services and/
or carry out works for Kenya Trade Network Agency and duly authorized and
competent to make this Affidavit.
2. THAT the aforesaid candidate has not been requested to pay any inducement to
any member of the Board, Management, Staff and/or employees and /or agents
of Kenya Trade Network Agency, which is the procuring entity.
3. THAT the aforesaid Candidate , its servant(s) and/or agent(s) have not been
offered and will not offer any inducement to any member of the Board,
Management, Staff and/or employees and /or agents of Kenya Trade Network
Agency.
4. THAT the aforesaid Candidate, its servant(s) and agent(s) have not been debarred
from any procurement process.
5. THAT what is deponed to hereinabove is true to the best of my knowledge,
information and belief.

SWORN at by the said}

.....}

On this day of 20.....}

} _____
} DEPONENT

Before me }
Commissioner for Oaths }