



TENDER DOCUMENT

FOR

**PROVISION OF STAFF GROUP LIFE, WORK INJURY
BENEFIT(WIBA) AND GROUP PERSONAL ACCIDENT
INSURANCE COVER (UNDERWRITERS) COMPANIES**

TENDER NO. KENAS NO/29/2018/2020

**KENYA ACCREDITATION SERVICE,
P.O. BOX 47400-00100,
NAIROBI, KENYA**

Tel: 0787 395 679 or 0725 227 640

Email: info@kenyaaccreditation.org

Web: www.kenas.org

DATE: 10TH JANUARY, 2018

To be received on or before 11.00 a.m. on 25th January, 2018.

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SECTION A: INVITATION TO TENDER

Tender Ref: KENAS NO/29/2018/2020 - PROVISION OF STAFF GROUP LIFE INSURANCE, WIBA & GPA COVERS.

1. The Kenya Accreditation Service (KENAS) invites sealed tenders from eligible candidates for the Provision of Staff Group Life Insurance Cover for an initial period of **TWO** years effective 15th February 2018 to 14th February 2020 and renewable subject to annual satisfactory performance.
2. Interested eligible candidates may obtain the complete set of the tender document from KENAS Procurement Office during working hours or by downloading the document for free from the KENAS website www.kenyaaccreditation.org or the IFMIS website www.supplier.treasury.go.ke Applicants who download the document should register their details with the Procurement Department before submitting their tender by sending their names, email and telephone number to procurement@kenyaaccreditation.org
3. Prices quoted should be net inclusive of all taxes and delivery costs, must be expressed in Kenya shillings and shall remain valid for a period of 150 days from the closing date of the tender.
4. Tenderers shall furnish information as described in the tender document application in plain sealed envelopes clearly marked "KENAS STAFF GROUP LIFE & PERSONAL ACCIDENT, WIBA INSURANCE COVER" indicating the Tender Ref: KENAS NO/29/2018/2020 (**Original and Copy**) should be addressed and delivered to:

**The Chief Executive Officer,
Kenya Accreditation Service (KENAS),
P.O. Box 47400-00100,
Nairobi, Kenya.**

Or deposited in the **Tender Box** at the **Main KENAS Reception**, Embankment Plaza, **2nd Floor, Longonot Road, Upper Hill** so as to be received on or before **11.00 a.m. on 25th January, 2018.**

5. Tenders must be accompanied by a Tender Security of Kenya Shillings Fifty thousand (**KES. 50,000.00**) in form of a guarantee from a reputable bank or an insurance company approved by PPRA payable to Kenya Accreditation Service (KENAS).

Tenders will be opened **immediately** thereafter in the presence of the tenderers' representatives who choose to attend at Embankment Plaza, 2nd floor, Longonot Road.

6. Late or incomplete tenders **shall not** be accepted.

SECTION B: GENERAL INFORMATION - INTRODUCTION

- 1.1 Kenya Accreditation Service (KENAS) will vet prospective bidders for the Provision of services from among those who will have submitted their tenders, in accordance with the tender requirements to undertake the assignment as described herein. This Invitation for Tender is open to all Insurance (Underwriters) Firms.
- 1.2 Tenderers are invited to submit a tender for the supply of the "KENAS STAFF GROUP LIFE & PERSONAL ACCIDENT/WIBA. The proposals will be the basis for signed contract(s) with the selected firm.
- 1.3 The tenderers must familiarize themselves with the requirements of the tender as described in this tender document including all attachments.
- 1.4 KENAS will not be responsible for any costs or expenses incurred by Tenderers in connection with the preparation or delivery of these tender documents including any costs associated with the preparation of the Tender Document and attachments.
- 1.6 It is the purchaser's policy to require that tenderers observe the highest standard of ethics during the selection and execution of such contracts. In pursuance of this policy, the purchaser:
 - a) Defines, for the purposes of this provision, the terms set forth below as follows:
 - (i) "Corrupt practice" means the offering, giving, receiving, or soliciting of anything of value to influence the action of an officer of the Purchaser in the pre-qualification process; and
 - (ii) "Fraudulent practice" means a misrepresentation of facts in order to influence the pre-qualification process to the detriment of the Purchaser.
 - b) Will reject a tender if it determines that a Tenderer has engaged in corrupt or fraudulent activities in competing for the contract in question;
 - c) Will declare a tenderer ineligible, for consideration if at any time it determines that the tenderer has engaged in corrupt or fraudulent practices in competing for, or in executing, a similar contract.
 - d) Will have the right to inspect the tenderer's accounts and records relating to the performance of services in this tender.
 - e) Will have the right to inspect the business premises of the tenderer.

2.1 Eligible tenderers

- 2.1.1. This Invitation to tender is open to all tenderers eligible as described in the 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.
- 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 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 is: NIL/=
- 2.2.3 The procuring entity shall allow the tenderer to review the tender document free of charge.

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2.2.2 The price to be charged for the tender document is: NIL/=

2.2.3 The procuring entity shall allow the tenderer to review the tender document free of charge.

2.3 Contents of tender documents

2.3.1. The tender document comprises of the documents listed below and addenda issued in accordance with clause 5 of these instructions to tenders

- i) Instructions to tenderers
- ii) General Conditions of Contract
- iii) Special Conditions of Contract
- iv) Schedule of Requirements
- v) Details of service
- vi) Form of tender
- vii) Price schedules
- viii) Contract form
- ix) Confidential business questionnaire form
- x) Performance security form

2.3.2. The Tenderer is expected to examine all instructions, forms, terms, and specifications 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 Documents

2.4.1. A prospective candidate making inquiries of the tender document may notify the Procuring entity in writing or by post, fax or email at the 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 no later than seven (7) days prior to the deadline for the submission of 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 prospective tenderers 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.

2.5 Amendment of 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 tender

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

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

- (a) A Tender Form and a Price Schedule completed in accordance with paragraph 9, 10 and 11 below.
- (b) Documentary evidence established in accordance with Clause 2.11 that the tenderer is eligible to Tender and is qualified to perform the contract if its tender is accepted;
- (c) Tender security furnished is in accordance with Clause 2.12
- (d) Confidential business questionnaire.

2.8 Form of Tender

2.8.1 The tenderers shall complete the Form of Tender and the appropriate Price Schedule furnished in the tender documents, indicating the services to be performed.

2.9 Tender Prices

- 2.9.1 The tenderer shall indicate on the Price schedule the unit prices where applicable and total tender prices 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 2.22.
- 2.9.4 Contract price variations shall not be allowed for contracts not exceeding one year (12 months).
- 2.9.5 Where contract price variation is allowed, the variation shall not exceed 10% of the original contract price.
- 2.9.6 Price variation requests
shall be processed by the procuring entity within 30 days of receiving the request.

2.10 Tender Currencies

- 2.10.1 Prices shall be quoted in Kenya Shillings unless otherwise specified in the appendix to in Instructions to Tenderers.

2.11 Tenderers Eligibility and Qualifications.

- 2.11.1 Pursuant to Clause 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 its tender is accepted.
- 2.11.2 The documentary evidence of the tenderers 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 Invitation to tender.
- 2.12.2 The tender security shall be in the amount not exceeding 2 per cent of the tender price.2.12.3 The tender security is required to protect the Procuring entity against the risk of Tenderers 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) Cash.
- c) 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 will be rejected by the Procuring entity as non responsive, pursuant to paragraph 2.20

2.12.6 Unsuccessful tenderers' 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 prescribed by the procuring entity.

2.12.7 The successful tenderers tender security will be discharged upon the tenderer signing the contract, pursuant to paragraph 2.26, and furnishing the performance security, pursuant to paragraph 2.37.

2.12.8 The tender security may be forfeited:

- (a) If a tenderer **withdraws** its tender **during** the period of tender validity specified by the procuring Entity on the Tender Form; or
- (b) In the case of a successful tenderer, if the tenderer fails:
 - (i) To sign the contract in accordance with paragraph 2.26. **or**
 - (ii) To furnish performance security in accordance with paragraph 2.27.
- (c) If the tenderer rejects , correction of an error in the tender.

2.13 Validity of Tenders

2.13.1 Tenders shall remain valid for 120 days or as specified in the invitation to tender after date of tender opening prescribed by the Procuring entity, pursuant to paragraph 2.18. A tender valid for a shorter period shall be rejected by the Procuring entity as nonresponsive.

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 may refuse the request without forfeiting its tender security. A tenderer granting the request will not be required nor permitted to modify its tender.

2.14 Format and Signing of Tender

2.14.1 The tenderer shall prepare one copy of the tender, clearly marked "ORIGINAL TENDER" as appropriate.

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 unamended 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 of the tender in an envelope, duly marking the envelope as "ORIGINAL" The envelope 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 25th January 2018 AT 11.00 A.M."**

2.15.2 The envelope shall 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 envelope is not sealed and marked as required by paragraph 2.15.1, 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 in the appendix to instructions to tenderers no later than **Thursday 25th January 2018 AT 11.00 A.M."**

2.16.2 The procuring entity may, at its discretion, extend this deadline for the submission of tenders by amending the tender documents in accordance with paragraph 5, 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 in 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 tender's is received by the procuring entity prior to the deadline prescribed for the 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 cable, but followed by a signed confirmation copy, post marked 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 specified by the tenderer on the Tender Form. Withdrawal of a tender during this interval may result in the Tenderer's forfeiture of its tender security, pursuant to paragraph 2.12.8.
- 2.17.5 The procuring entity may at any time terminate procurement proceedings before contract award and shall not be liable to any person for the termination.
- 2.17.6 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.

2.18 Opening of Tenders

- 2.18.1 The Procuring entity will open all tenders in the presence of tenderers' representatives who choose to attend, **Thursday 25th January 2018 AT 11.00 A.M.** and in the location specified in the invitation to tender. 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 the 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 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 tenderer's 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 securities 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 may be 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 nonconformity 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 2.22, 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 a 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 the 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 2.22.4 and in the technical specifications:

(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 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. 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.

Tenderers shall state their tender price for the payment on a 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 30 days from the 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 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.

2.4.4 Award of Contract

a) Post qualification

2.4.1 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 as well as such other information as the Procuring Entity deems necessary and appropriate.

2.4.2 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 satisfactory.

b) Award Criteria

2.4.3 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.

2.4.1 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.

2.4.2 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.

c) Notification of award

2.4.3 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.

2.4.4 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. Simultaneously the other tenderers shall be notified that their tenders were not been successful.

d) Signing of Contract

2.4.5 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.

2.4.6 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.

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

2.4.8 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.

2.4.9 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.

2.5 Performance Security

2.5.1 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.

2.5.2 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.

2.6 Corrupt or Fraudulent Practices

2.6.1 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.

2.6.2 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;

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

3.0 SECTION C - GENERAL CONDITIONS OF CONTRACT

3.1 Definitions

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 contractor including materials and incidentals which the tenderer is required to provide to the Procuring entity under the Contract.
- d) "The Procuring entity" means the organization sourcing for the services under this Contract.
- e) "The contractor means the individual or firm providing the services under this Contract.
- f) "GCC" means general conditions of contract contained in this section
- g) "SCC" means the special conditions of contract
- h) "Day" means calendar day

3.2 Application

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

3.3 Assignment

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.

3.4 Termination for Default

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 tenderer, in the judgment of the Procuring Entity has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.

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 undelivered, and the tenderer shall be liable to the Procuring Entity for any excess costs for such similar services.

3.5 Termination of insolvency

The Procuring Entity may at the anytime terminate the contract by giving written notice to the service provider if the service provider becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the service provider, provided that such termination will not produce or affect any right of action or remedy, which has accrued or will accrue thereafter to the Procuring Entity.

3.6 Termination for convenience

- 3.6.1 The procuring entity by written notice sent to the service provider 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 Entity convenience, the extent to which performance of the service provider of the contract is terminated and the date on which such termination becomes effective.
- 3.6.2 For the remaining part of the contract after termination the Procuring Entity may elect to cancel the services and pay to the contractor on agreed amount for partially completed services.

3.7 Resolution of disputes

- 3.7.1 The Procuring Entity's and the service provider shall make every effort to resolve amicably by direct informal negotiations any disagreement or dispute arising between them under or in connection with the contract.
- 3.7.2 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.

3.8 Governing Language

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.

3.9 Force Majeure

The service provider shall not be liable 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.

3.10 Applicable Law

The contract shall be interpreted in accordance with the laws of Kenya i.e. The Public Procurement and Disposal Act, 2005 and The Public and Procurement Disposal Regulations 2006.

3.11 Notices

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 E-mail and confirmed in writing to the other party's address.

A notice shall be effective when delivered or on the notices effective date, whichever is late.

SECTION D- INSTRUCTIONS TO THE TENDERERS

Particulars of appendix to Instructions to Tenderers	Particulars of eligible tenders' Insurance Underwriting Companies Licensed by the Insurance Regulatory Authority to transact business in Kenya
Copies of Tender Documents to be Submitted: 2	2 copies
Tender Security	Particulars of Tender Security. KES. 50,000.00 valid for an additional thirty (30) days after the expiry of the tender validity period (total validity period be 150 days from date of opening).
Form of Tender Security	Form of Tender Security: The Tender Security shall be in the form of a Guarantee from a reputable bank or an insurance company approved by KENAS (no self-issued tender security).
Eligible tenderers:	Particulars of eligible tenderers: NONE
Tender Documents Cost	Price to be charged for tender documents
Technical Evaluation	The tender document shall be downloaded free of charge from www.kenyaaccreditation.org or supplier.treasury.go.ke
	Bulky tenders which do not fit in the tender box shall be delivered to the Procurement Unit.
	Award Criteria: AWARD WILL BE MADE TO THE LOWEST AMONG THE TENDERERS WHO ATTAIN THE MINIMUM QUALIFYING MARKS.
FINANCIAL EVALUATION	The evaluation committee will determine whether the financial proposals, are complete. The cost of items not priced shall be assumed to be included in other costs in the proposal. In all cases, the total price of the financial proposal as submitted shall prevail
Complete as necessary	Negotiations may be held with the tenderer with the highest combined technical and financial scores, and upon successful negotiations will be awarded the contract. If negotiations fail with the tenderer with the highest combined technical and financial scores, the bidder with the second highest will be invited by the Authority for negotiations, and upon successful negotiations, be awarded the tender.
Other's as necessary information	Exclusion Clauses, and other pertinent terms and conditions of tender.

SECTION E - IMPORTANT PRE-REQUISITES

To qualify for contract awards, the tenderer shall furnish the following information:

MANDATORY REQUIREMENTS:

2.11 Tenderers Eligibility and Qualifications:

Tenderers are required to submit copies of the following **MANDATORY DOCUMENTS** which will be used during Preliminary Examination to determine responsiveness:

- 1) Copy of certificate of Registration/Incorporation from Registrar General.
- 2) Copy of Valid Tax Compliance certificate from Kenya Revenue Authority
- 3) Must Submit a Tender Security of KES. 50,000 in form of a guarantee from a reputable bank or an insurance company approved by PPRA payable to Kenya Accreditation Service (KENAS)
- 4) Must submit a dully filled up Confidential Business Questionnaire in format provided
- 5) Must be registered with the Insurance Regulatory Authority for 2016 and a copy of the current license be submitted.
- 6) Must have been in existence for the last five years, show evidence.
- 7) Must be a current member of the Association of Kenya Insurers (AKI) of certified membership certificate. Please provide copy.
- 8) Must submit current reference letters from at least five (5) reputable clients where they provided similar services and the total clients premium for the year 2016-2017.
9. To provide audited accounts for last 2 years (2015-2017)

NB: Mandatory conditions must be fulfilled FAILURE to that no bid will qualify to the next stage.

SECTION F - EVALUATION CRITERIA:

	CRITERIA	Maximum points
1	Must be a member of the Association of Kenya Insurance (AKI) issued by for the year 2016. Must be registered with the Commissioner of Insurance and Insurance Regulatory Authority for the current year and a copy of the current license be submitted.(IRA) 2016	10
2	Specific experience of the Insurance Company in provision of 5 similar services (Previous/past performance with other similar organization.(provide details)	15
3	Qualifications and competence of at least three (3) key members of staff of the Company Attach signed curriculum vitae for staff	15 15
4	Demonstrate the Financial and technical capacity position for the last 2 years.	5
5	Should provide proof of claims payment credit rating indicating the rating by an accredited rating Agency.	5
6	Should provide proof of claims payment credit rating indicating the rating by an accredited rating agency	5
7	Methodology and Work plan for claims settlement, a) Illustrate the methodology and b) work plan (with appropriate timing) and indicate the proposed claims turn around period .Provide inform of a format.	20
8	a) Must confirm that the firm, its servants or agents have not offered and shall not offer any inducements to procuring entity in writing. b) . Must confirm past litigation and arbitration incidences encountered if any by the firm in the past one year in writing. If any kindly state.	5 5
		100

KENAS PASS MARK: 75%

A bid that does not meet the above minimum requirements will be disqualified from further evaluation regardless of the cost of their proposal

SECTION G: SCHEDULE AND THE SCOPE

A) GROUP LIFE INSURANCE COVER - TERMS OF REFERENCE - 36 employees

Kenya Accreditation Service (KENAS) wishes to procure Group Life and personal accident Insurance Cover for all its employees to cover for death while in employment with KENAS. The insurance cover shall provide a lump sum benefit to the employee's beneficiaries in the event of death due to any cause while the employee is in the service of KENAS.

The sum assured per employee is based to five (5) times their annual basic salary as indicated in **schedule 1**.

The Group life cover should cater for a minimum of the following:

1. Two years (renewable) Group life covers effective.
2. Death (accidental or due to illness)
3. Death either within or outside the country.
4. Permanent total disability- Permanent Total Disability (PTD) claims with an initial disability assessment by the underwriter.
5. Temporary total disability.
6. Temporary partial disability - 100% weekly earnings
7. Group last expense claims shall be settled within 48 hours of notification of claim.
8. Critical illness.
9. No exclusion on suicide, Terminal disease.
10. Last Expense Cover- KES.150,000.00

Terms

- a. 24 – Hour worldwide coverage to employees.
- b. Claims sum assured settled within seven days
- c. Deletions and inclusions of new members as and when required.
- d. Critical illness rider 30% death in service benefit.
- e. Waiting Period (Critical Illness): Maximum 3 months

SCHEDULE 1 - KENAS STAFF BASIC EARNINGS SUMMARY

	DOB	GENDER	BASIC SALARY	TOTAL ANNUAL BASIC SALARIES (KSHS)
1	9-Feb-72	F	312,485.01	
2	01-Jun-69	M	312,485.01	
3	31-Aug-72	M	201,430.62	
4	17-Aug-75	M	191,838.69	
5	16-Sep-71	F	191,838.69	
6	10-Sep-81	F	191,838.69	
7	25-Dec-73	M	191,838.69	
8	8-Jul-82	F	182,703.51	
9	23-Nov-70	F	136,336.17	
10	7-May-69	M	136,336.17	
11	1-Apr-63	M	136,336.17	
12	29-Nov-73	F	136,336.17	
13	11-Sep-77	M	136,336.17	
14	17-Feb-75	M	136,336.17	
15	12-Feb-81	F	75,917.08	
16	22-Feb-89	F	75,917.08	
17	5-Jul-83	F	75,917.08	
18	17-Oct-87	F	56,650.50	
19	16-Oct-67	F	56,650.50	
20	9-Jan-77	F	56,650.50	
21	20-Feb-84	M	38,343.29	
22	16-Jul-75	M	38,343.29	
23	17-Sep-85	M	38,343.29	
24	11-Sep-84	F	38,343.29	
25	28-Nov-75	F	38,343.29	
26	20-Apr-71	M	38,343.29	
27	19-May-80	M	38,343.29	
28	9-Aug-81	M	38,343.29	
29	16-Jul-68	M	38,343.29	
30	6-Jan-63	F	117,772.30	
31	2-Jul-73	F	56,650.50	
32	17-Sep-80	M	36,517.41	
33	3-Aug-81	M	106,822.96	
34	24-Apr-84	F	106,822.96	
35	25-Jul-79	M	106,822.96	
36	6-Aug-64	M	157,826.16	
		Total earnings:KES	4,026,503.55	48,318,042.60

B) WIBA, GROUP PERSONAL ACCIDENT INSURANCE COVERS COMBINED SOLUTION FOR 36 STAFF- AND ACCESSORS

The sum assured for personal accident insurance is at 60 times the current monthly basic salary. The actual benefit payable will depend on the severity of any loss or losses directly caused by an accident as per the insurance policy. Notwithstanding the above, the benefit payable will be subject to an aggregate limit or the maximum indemnity payable by the insurance provider in any one accident.

This policy is expected to cover the members of staff, 24 hrs, and world-wide cover. The expected benefits are:-

- Death – 5 years earnings
- PTD - 5 years earnings
- Accumulation limits KES.100,000.00 one accident)
- Temporary total disablement (TTD)-104 Weeks
- Last Expense KES. 150,000.00
- Medical expenses – KES. 500,000.00 per person per accident
- Medical expenses (Group) KES.15 M
- Artificial Limbs - KES 50,000.00

The expected benefits on Work Injuries Benefits Act 2007 (WIBA)

All employees of the Service are covered under the Group personal accident insurance scheme and Work injuries benefits insurance cover which is required by the Work Injury Benefits Act in the event of temporary permanent disability or death as a result of accidental or sickness in the course of employment. The insurance cover should provide factor in the provisions of the Work Injury Act, 2007 in preparing their quotation.

SCOPE OF COVER: - Compensate any employee who is injured out of and in the course of employment.

The expected benefits are:-

- Death in service – 8 years earnings
- PTD - 8 years earnings
- TTD - weekly earning – 104 weeks
- TPD – Proportion of TTD
- Income Disability Benefits- 12 months
- Accidental medical expenses Up to a maximum of Ksh 5,00,000.00
- Occupational Illness- 8 years earnings
- Last Expense Kshs. 150,000.00

CLAUSE APPLICABLE INCLUDE

Disappearance clause, Payment on account clause, Beneficiary clause, Riots, Strike and civil commotion, Duty and Pleasure, Worldwide limits

SCHEDULE 2 - KENAS STAFF BASIC EARNINGS

	DOB	GENDER	BASIC SALARY	TOTAL ANNUAL BASIC SALARIES (KES)
1	9-Feb-72	F	312,485.01	
2	01-Jun-69	M	312,485.01	
3	31-Aug-72	M	201,430.62	
4	17-Aug-75	M	191,838.69	
5	16-Sep-71	F	191,838.69	
6	10-Sep-81	F	191,838.69	
7	25-Dec-73	M	191,838.69	
8	8-Jul-82	F	182,703.51	
9	23-Nov-70	F	136,336.17	
10	7-May-69	M	136,336.17	
11	1-Apr-63	M	136,336.17	
12	29-Nov-73	F	136,336.17	
13	11-Sep-77	M	136,336.17	
14	17-Feb-75	M	136,336.17	
15	12-Feb-81	F	75,917.08	
16	22-Feb-89	F	75,917.08	
17	5-Jul-83	F	75,917.08	
18	17-Oct-87	F	56,650.50	
19	16-Oct-67	F	56,650.50	
20	9-Jan-77	F	56,650.50	
21	20-Feb-84	M	38,343.29	
22	16-Jul-75	M	38,343.29	
23	17-Sep-85	M	38,343.29	
24	11-Sep-84	F	38,343.29	
25	28-Nov-75	F	38,343.29	
26	20-Apr-71	M	38,343.29	
27	19-May-80	M	38,343.29	
28	9-Aug-81	M	38,343.29	
29	16-Jul-68	M	38,343.29	
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32	17-Sep-80	M	36,517.41	
33	3-Aug-81	M	106,822.96	
34	24-Apr-84	F	106,822.96	
35	25-Jul-79	M	106,822.96	
36	6-Aug-64	M	157,826.16	
	Total earnings			48,318,042.60
37	Assessors earnings			50,000.00
		Totals earnings: KES.	4,026,503.55	48,368,042.60

NB. Kindly base the premium of the assessors on the earnings.

C) GROUP PERSONAL ACCIDENT INSURANCE COVER FOR BOARD MEMBERS:

NUMBER 4

Summary of cover: Covering the specified persons against accidental death and/or injury in accordance with the benefits specified.

BENEFITS

<input type="checkbox"/> Injury	KES. 2,000,000.00
<input type="checkbox"/> Permanent Total Disability	KES. 2,000,000.00
<input type="checkbox"/> Death	KES.2,000,000.00
<input type="checkbox"/> Temporary Total Disability	104 weeks
<input type="checkbox"/> Medical Expenses	KES. 500,000.00
<input type="checkbox"/> Funeral Cover	KES.150,000.00
<input type="checkbox"/> 24 hour cover	

D) PUBLIC LIABILITY

SCOPE OF COVER: -Indemnity against legal liability to third parties in respect of accidental death, bodily injury, illness and / or damage to property belonging to third parties incurred by the insured in the course of business, Employees/guests effects, Food and drinks.

LIMIT OF LIABILITY: -

Any one eventKES. 50,000,000.00

Any one Period: unlimited

Any one occurrence KES.10,000,000/=

All operational incidences including negligence should be covered. Report, intimation or notification of any incident by the public shall be deemed as proper and sufficient claim notification and shall be covered

E) CLASS OF INSURANCE: MONEY

This policy is to cover for Loss of money belonging to the insured and/or for which they are responsible in the situation specified and loss of or damage to safe by burglars, robbers or thieves or attempted theft.

The cover will include:

- Unaddressed and bearer cheques.
- Estimated Damage to safe Ksh 100,000.00 (Cost of safe)
- Money whilst in direct transit from the premises to the Bank and vice-200,000.00
- Money whilst in premises during business hours -200,000.00 per week
- Money whilst locked in safe and strong room in Premises outside business hours - 200,000.00
- Estimated annual carry -10,400,000.00
- Loss or damage to employees clothing and personal effects due to assault, Kshs.100,000 per employee

F) FIDELITY GUARANTEE

Class of Insurance: Fidelity Guarantee

Summary of Cover: Cover financial loss arising from embezzlements, forgery, fraudulent acts and any other form of dishonesty by staff.

Number of employees, 3 accounts assistants & 2 Directors. Covers officers whose functions include documents, revenue collections, physical handling of cash and authorization of expenditure and signatories to the bank accounts and external contracts. Loss of store, stocks and any pecuniary loss by employee

- All employees of the insured
- Any one claim Kshs. 5,000,000.00
- One year limit Kshs. 5,0000,000.00
- Any one period Kshs.20, 000,00
- 10% each and every loss Maximum Kshs.25,000

TERMS

Automatic additions/deletions

Automatic reinstatement of loss

Collusion

G) PROFESSIONAL INDEMNITY INSURANCE COVER

Background

Persons in the profession of Accreditation carry a high degree of responsibility in law to their clients due to the impact of the decisions they make. If they fail to measure up to the standards required of them so that their clients suffer financial loss as a result, they may well find themselves liable to reimburse this loss.

Professional to be covered include:-

- a) All Technical Staff
- b) Assessors both external and internal
- c) Accreditation Committee members

Scope of the Cover

The insured is indemnified against claims or claims for breach of professional duty as stated in the policy which may be made against them by reason of any negligent act, error or omission whenever or wherever the same was or may have been committed.

Cover limit

Up to **KES 20,000,000**

NB. Kindly base the premium of the Cover limit

SECTION H: FINANCIAL EVALUATION

SUMMARY OF PROPOSED UNDERWRITERS AND ANNUAL PREMIUM QUOTED.

	Risk class	UNDERWRITER	ANNUAL PREMIUM QUOTED KES.
1	Group Life Cover		
2	Staff Group Personal Accident and Work Injury Benefits Act (WIBA) combined		
3	Group Personal Accident (GPA) Board of Directors		
4	Public liability Insurance		
5	Money Insurance:		
6	Fidelity Guarantee Insurance		
7	Professional Indemnity Insurance Cover		

The contract will be for a period two years.

Application in plain sealed envelopes clearly marked “**KENAS STAFF GROUP LIFE & PERSONAL ACCIDENT, WIBA INSURANCE COVER**” indicating the Tender Ref: **KENAS NO/29/2018/2020** should be addressed and delivered to:

**The Chief Executive Officer,
Kenya Accreditation Service (KENAS),
P.O. Box 47400-00100,
Nairobi, Kenya.**

Or deposited in the **Tender box** at the **Main KENAS Reception**, Embankment Plaza, 2nd floor, Upper Hill, Longonot Road as to be received **on or before 11.00 a.m on 25th January 2018.**

The Tender documents will be opened immediately thereafter in the KENAS offices. Tenderers or their representatives are free to attend the opening session.

SECTION I: APPLICATION FORM

Official Receipt No. (Of purchase of prequalification Document) _____
_____ (attach copy)

REGISTRATION OF SUPPLIERS APPLICATION FORM

I/We (Firm Name) _____ hereby apply for
registration as supplier/(s) of _____ (Category Code No.)

Postal Address _____

Telephone Number (fixed line) _____ Mobile _____

E-mail address _____ Fax No. _____

Town _____ Street _____

Building _____ Floor _____ Room/Office _____

Our Other Branches / Locations _____

Full Name of Authorized signatory _____

Designation/position _____

Official Rubber stamp and Signature _____

Signature _____ Date _____

Chief Executive Officer/Principal Office

Telephone contacts:-.....

SECTION J: KENAS 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.....

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.....

SECTION K: 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