TENDER DOCUMENT

FOR

PROVISION OF STAFF GROUP LIFE, WORK INJURY BENEFIT (WIBA) AND GROUP PERSONAL ACCIDENT INSURANCE COVER (UNDERWRITERS) COMPANIES TENDER NO. KENAS NO/2/2019/2020-2022

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: 07th JANUARY, 2020

To be received on or before 11.00 a.m. on 21st January, 2020.
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SECTION A: INVITATION TO TENDER

TENDER KENAS NO/02/2020/2022 - PROVISION OF STAFF GROUP LIFE INSURANCE COVER.
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, 2020 to 14th February, 2022 and renewable yearly subject to Satisfactory Performance.

2. Interested eligible candidates may obtain the complete set of the tender document Tender documents may be obtained from KENAS Procurement office during working hours for free or by downloading the document from the KENAS website www.kenas.go.ke or www.tenders.go.ke

3. Applicants who download the document should register with Procurement Department before submitting their tender by sending their names, email and telephone number procurement@kenyaaccreditation.org.

4. 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.

5. Tenderers shall furnish information as described in the tender document application in plain sealed envelopes clearly marked “KENAS STAFF GROUP LIFE & PERSONAL ACCIDENT/WIBA PLUS INSURANCE COVER” indicating the Tender Ref: KENAS NO/02/2020/2022 (Original) 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 21st January, 2020.

6. Tenders must be accompanied by a Tender Security of Kenya Shillings fifty thousand (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)

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

8. Late or incomplete tenders shall not be accepted.
SECTION II - INSTRUCTIONS TO TENDERERS

2.1 Eligible tenderers

2.1.2 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 KENAS 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 KENAS 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 KENAS, will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the tendering process.

2.2.2 KENAS shall allow the tenderer to review the tender document free of charge from the website.

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 museef@kenyaaccreditation.org

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 KENAS entity in writing or by post or email at the entity’s address indicated in the Invitation for tenders. KENAS 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 KENAS. Written copies of KENAS 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. KENAS shall reply to any clarifications sought by the tenderer within 2 days of receiving the request to enable the tenderer to make timely submission of its tender.

2.5 Amendment of documents

2.5.1. At any time prior to the deadline for submission of tenders, KENAS, 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, KENAS 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 KENAS, 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 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 Page 6 of 32

(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 KENAS 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 the 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 KENAS 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 KENAS 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 a 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 KENAS as non-responsive, pursuant to paragraph 2.20.

2.12.6 Unsuccessful tenderers security will be discharged or returned as promptly as possible as but not later than thirty (30) days after the expiration of the period of tender validity prescribed by KENAS.

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 KENAS 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 KENAS, pursuant to paragraph 2.18. A tender valid for a shorter period shall be rejected by KENAS as nonresponsive.

2.13. In exceptional circumstances, KENAS 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 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 initiated 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 initiated 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 KENAS 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 11:00 am on Tuesday 21st January 2020.

2.15.2 The envelope 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 envelope is not sealed and marked as required by paragraph 2.15.1, KENAS 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 KENAS at the address specified in the appendix to instructions to tenderers no later than 11:00 am on Tuesday 21st January 2020.

2.16.2 KENAS 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 KENAS 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 KENAS 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 KENAS 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 KENAS may at any time terminate procurement proceedings before contract award and shall not be liable to any person for the termination.

2.17.6 KENAS 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 KENAS will open all tenders in the presence of tenderers’ representatives who choose to attend, at no later than 11:00. am on Tuesday 21st January 2020 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 KENAS, at its discretion, may consider appropriate, will be announced at the opening.

2.18.3 KENAS 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 KENAS 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 KENAS in KENAS’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 KENAS 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 KENAS 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, KENAS 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. KENAS’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 KENAS 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, KENAS 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 KENAS 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 KENAS’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.

KENAS 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 KENAS’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. KENAS 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 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 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 KENAS

2.23.1 Subject to paragraph 2.19, no tenderer shall contact KENAS 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 KENAS in its decisions on tender evaluation, tender comparison or contract award may result in the rejection of the tenderer's tender.

2.24 Award of Contract

a) Post qualification

2.24.1 In the absence of pre-qualification, KENAS will 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 2.1.2, as well as such other information as KENAS 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 KENAS will proceed to the next lowest evaluated tender to make a similar determination of that Tenderer’s capabilities to perform satisfactorily.  

b) Award Criteria

2.24.4 Subject to paragraph 2.29 KENAS 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.

2.24.5 KENAS 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 KENAS’s action. If KENAS determines that none of the tenderers is responsive; KENAS shall notify each tenderer who submitted a tender.

2.24.6 A tenderer who gives false information in the tender document about its qualification or who refuses to enter into a contract after notification of contract award shall be considered for debarment from participating in future public procurement.

2.25 Notification of award 2.25.1 Prior to the expiration of the period of tender validity, KENAS will notify the successful tenderer in writing that its tender has been accepted.

2.25.2 The notification of award will signify the formation of the Contract subject to the signing of the contract between the tenderer and KENAS pursuant to clause 2.26. Simultaneously the other tenderers shall be notified that their tenders have not been successful.

2.25.3 Upon the successful Tenderer’s furnishing of the performance security pursuant to paragraph 27, KENAS will promptly notify each unsuccessful Tenderer and will discharge its tender security, pursuant to paragraph 2.12

2.26 Signing of Contract

2.26.1 At the same time as KENAS notifies the successful tenderer that its tender has been accepted, KENAS will simultaneously inform the other tenderers that their tenders have not been successful.
2.26.2 Within fourteen (14) days of receipt of the draft Contract, the successful tenderer shall sign and date the contract and return it to KENAS.

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

2.27 Performance Security

2.27.1 Within thirty (30) days of the receipt of notification of award from KENAS, the successful tenderer shall furnish the performance security in accordance with the Conditions of Contract, in the Performance Security Form provided in the tender documents, or in another form acceptable to KENAS.

2.27.2 Failure of 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 KENAS may make the award to the next lowest evaluated or call for new tenders.

2.28 Corrupt or Fraudulent Practices

2.28.1 KENAS 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.

2.28.2 KENAS 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;

2.28.3 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 TENDERER

The following information for procurement of services shall complement or amend the provisions of 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

PROVISION OF STAFF GROUP LIFE, WIBA PLUS, GPA FOR BOARD INSURANCE COVER.

<table>
<thead>
<tr>
<th>Instructions to tenderers</th>
<th>Particulars of appendix to instructions to tenderers</th>
</tr>
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<tbody>
<tr>
<td>2.1</td>
<td>Particulars of eligible tenderers: Insurance Companies Licensed by the Insurance Regulatory Authority and eligible to provide Staff Group life assurance.</td>
</tr>
<tr>
<td>2.9</td>
<td>Price to be charged for tender documents. The tender document shall be downloaded free of charge from <a href="http://www.kenas.go.ke">www.kenas.go.ke</a> or <a href="http://www.tenders.go.ke">www.tenders.go.ke</a></td>
</tr>
<tr>
<td>2.10</td>
<td>Particulars of other currencies allowed. None</td>
</tr>
<tr>
<td>2.11</td>
<td>Particulars of tender security if applicable. Kshs. 50,000 valid for 150 days after date of tender opening</td>
</tr>
<tr>
<td>2.8</td>
<td>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 PPRA. Self-guaranteed tender security not allowed.</td>
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<tr>
<td>2.1.3</td>
<td>Validity of Tenders: Tenders Shall remain valid for 120 days after date of tender opening</td>
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<td>2.16</td>
<td>Bulky tenders which do not fit in the tender box shall be delivered to KENAS Procurement office located at Embankment Plaza, 2nd Floor, Longonot Road, Upper Hill so as to be received on or before 11.00 a.m. on 21st January, 2020.</td>
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PRELIMINARY EVALUATION CRITERIA

Tenderers are required to meet the following MANDATORY REQUIREMENTS which will be used during Preliminary Examination to determine

MANDATORY REQUIREMENTS

1. Must Submit a copy of registration certificate to conduct Group Life insurance business from the Insurance Regulatory Authority.
2. Must submit copy of Certificate of Registration/Incorporation from the Registrar of Companies.
3. Must submit completed Confidential Business Questionnaire in the format provided.
5. Must fill the form of tender in the format provided.
7. Must Submit a Tender Security of KES. 50,000 valid for 150 days after date of tender opening
8. Must have done a gross annual premium of not less than KES. 300 Million in 2018.
9. Submit a copy of audited accounts for the latest two (2) financial years (2017, and 2018) (5 marks for each year)
10. Must fill the Tender form and price schedule in the format provided
11. Must fill the self-declaration that the person/tenderer is not debarred in the matter of the public procurement and asset disposal act 2015.

THE NON RESPONSIVE SUBMISSIONS WILL BE ELIMINATED FROM THE ENTIRE EVALUATION PROCESS AND WILL NOT BE CONSIDERED FURTHER.

TECHNICAL EVALUATION 80 Marks

Evaluation and Comparison of Tenders.
The tenders will be technically evaluated and marks awarded in the format provided.
The minimum technical score to proceed to financial evaluation is 75% and only tenderers that secure the minimum technical score will be financially evaluated.

Award Criteria: Award will be made to the lowest evaluated tenderer who attains 75% of the minimum qualifying mark and with the highest financial Score.

FINANCIAL EVALUATION -20 marks
The evaluation committee will determine whether the financial proposals are complete. In all cases, the total price of the financial proposal as submitted shall prevail. Negotiations may be held with the tenderer with the lowest among the tenderers who attain the minimum qualifying mark.

<table>
<thead>
<tr>
<th>Item Description</th>
<th>Marks</th>
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<tbody>
<tr>
<td>1. Firm experience as shown by number of years in insurance business. (3 points for every year’s experience up to a maximum of 5 years)</td>
<td>15</td>
</tr>
<tr>
<td>2. GL, WIBA PLUS the cover should not have exclusion on i) HIV &amp; AIDS</td>
<td>5</td>
</tr>
<tr>
<td>ii) Disappearance</td>
<td>5</td>
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<tr>
<td>iii) Suicide</td>
<td>5</td>
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<tr>
<td>Kindly provide an explanation.</td>
<td></td>
</tr>
<tr>
<td>3. Provide details or procedure on claim handling as per our schedule of requirements for the cover</td>
<td>10</td>
</tr>
<tr>
<td>4. Evidence of Value Addition Services, (5 marks) and Other concessions/Wider Coverage, e.g. better Extensions for the cover 5 marks</td>
<td>10</td>
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</tbody>
</table>
5. State if you are highly rated by a reputable rating agency like, AIBK, AKI or any other reputable rating agency within the last 18 months and a copy of the certificate issued by the rating agency submitted.  

6. Provide performance assessment/recommendation from 3 (Three) major clients excluding KENAS for whom you have handled life insurance business. Please include details on the premiums handled and the contact address and person.  

7. List at least five (5) key professional staff and specify portfolio/tasks Attach signed CVs of the personnel (3 marks for each professional up to max of 5)  

8. Document Conformity/Presented in a required format  

TOTAL 100 Marks. The minimum technical score to proceed to financial evaluation is 75%
SECTION III SCHEDULE OF REQUIREMENTS STAFF DETAILS.

SCHEDULE AND THE SCOPE

A) GROUP LIFE ASSURANCE COVER - TERMS OF REFERENCE - 31 employees

The Service 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 on 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 Group life cover
2. Death (accidental or due to illness) - 5 times sum insured
3. Death either within or outside the country.
4. Permanent total disability - 5 times sum insured.
5. Accidental medical expenses Up to a maximum of KES 1,000,000.00
6. Last expense-KES. 300,000. Group last expense claims shall be settled within 48 hours of notification of claim.
7. In case of critical illness 50% of group life sum assured up to maximum KES.6 million shilling
8. Proposed Waiting Period (Critical Illness): Maximum 2 months
9. Free Cover limit of KES. 30 million
10. Claims sum assured settled within seven days
11. Deletions and inclusions of new members as and when required.

SCHEDULE 1 - KENAS STAFF BASIC EARNINGS SUMMARY

KENAS STAFF BASIC EARNINGS SUMMARY

<table>
<thead>
<tr>
<th>S/No</th>
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<td>11/9/1977</td>
<td>M</td>
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</table>
B) WIBA/GROUP PERSONAL ACCIDENT INSURANCE COVER COMBINED (STAFF) NO: 31 AND ASSESSOR

The sum assured for personal accident insurance is at 96 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:

i) Death – 8 years’ earnings
ii) PTD – 8 years’ earnings
iii) Accumulation limits KES. 100,000.00 one accident
iv) Temporary total disablement (TTD) -104 Weeks
v) Last Expense KES. 300,000.00
vi) Medical expenses – KES. 5,000,000.00 per person per accident
vii) Riot, strike and civil commotion

The expected benefits are 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: - GPA Compensate any employee who is injured out of and in the course of employment.

The expected benefits are:

i) Death in service – 5 years’ earnings
ii) PTD - 5 years’ earnings
iii) TTD - weekly earning – 104 weeks
iv) Medical contingent limit of KES 5,000,000.00
v) Medical expenses – KES. 5,000,000.00 per person per accident
## SCHEDULE 2 - KENAS STAFF BASIC EARNINGS SUMMARY

### KENAS STAFF GROSS EARNINGS SUMMARY

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<tr>
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</table>

**TOTAL**  
6,171,563.48 | 74,058,761.76
C) GROUP PERSONAL ACCIDENT INSURANCE COVER FOR BOARD MEMBERS:

NUMBER 4 Board Members

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

BENEFITS

i) Permanent Total Disability KES. 2,000,000.00
ii) Death KES. 2,000,000.00
iii) Temporary Total Disability 104 weeks
iv) Medical Expenses KES. 500,000.00
v) Funeral Cover KES. 300,000.00

24-hour coverage

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

PERIOD OF INSURANCE: TWO YEARS

LIMIT OF LIABILITY: Any one event .................. KES. 2,000,000.00
Any one Period: unlimited

CLAUSES First Aid, Food & drink, Employees/guests effects, Flood, fumes and pollution

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.

The cover will include:

i) Unaddressed and bearer cheques.
ii) Estimated Damage to safe KES. 100,000.00 (Cost of safe)
iii) Money whilst in direct transit from the premises to the Bank and vice-versa - KES. 200,000.00

iv) Money whilst in premises during business hours – KES. 200,000.00 per week
v) Money whilst locked in safe and strong room in Premises outside business hours - KES. 200,000.00

Estimated annual carry -10,400,000.00
PERIOD OF INSURANCE: -TWO YEARS SUM INSURED: 

F) FIDELITY GUARANTEE 

Class of Insurance: Fidelity Guarantee 

Period: 2 YEARS 

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. 

i) All employees of the insured 
ii) Any one claim KES. 200,000.00 
iii) One-year limit KES. 5,000,000.00 

PERIOD OF INSURANCE: -TWO YEARS SUM INSURED: 

CONDITIONS IF ANY: - 

G) PROFESSIONAL INDEMNITY 

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
SECTION IV GENERAL CONDITIONS OF CONTRACT

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 superseded by provisions of other part of contract.

3.3 Standards

3.3.1 The services provided under this Contract shall conform to the 7 standards mentioned in the Schedule of requirements

3.4 Patent Right’s

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 twenty-eight (28) days of receipt of the notification of Contract award, the successful tenderer shall furnish to the Procuring entity the performance security where applicable in the amount specified in Special Conditions of Contract.

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) Cash.

b) A bank guarantee.

c) 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 Inspections and Tests

3.6.1 The Procuring entity or its representative shall have the right to inspect and/or to test the services to confirm their conformity to the Contract specifications. The Procuring entity shall notify the tenderer in writing, in a timely manner, of the identity of any representatives retained for these purposes.

3.6.2 The inspections and tests may be conducted on the premises of the tenderer or its subcontractor(s). If conducted on the premises of the tenderer or its subcontractor(s), all reasonable facilities and assistance, including access to drawings and production data, shall be furnished to the inspectors at no charge to the Procuring entity.

3.6.3 Should any inspected or tested services fail to conform to the Specifications, the Procuring entity may reject the services, and the tenderer shall either replace the rejected services or make alterations necessary to meet specification requirements free of cost to the Procuring entity.

3.6.4 Nothing in paragraph 3.7 shall in any way release the tenderer from any warranty or other obligations under this 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 contractor for services performed under the Contract shall not, with the exception of any Price adjustments authorized in SCC, vary from the prices 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 amendment 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 tenderer, 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 undelivered, and the tenderer shall be liable to the Procuring entity for any excess costs for such similar services.

3.11 Termination of insolvency

3.1.1 The procuring entity may at the anytime terminate the contract by giving written notice to the contractor if the contractor becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the contractor, provided that such termination will not produce 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 contractor may terminate the contract in whole or in part, at any time for its convenience. The notice of termination shall specify that the termination is for the procuring entity convenience, the extent to which performance of the contractor 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 contractor on agreed amount for partially completed services.
3.13 Resolution of disputes

3.13.1 The procuring entity’s and the contractor 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.

3.13.2 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 Force Majeure

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

3.16 Applicable Law.

The contract shall be interpreted in accordance with the laws of Kenya unless otherwise specified in the SCC 3.17 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 specified in the SCC

A notice shall be effective when delivered or on the notices effective date, whichever is later.
### SECTION V - 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 with reference to the general conditions of contract.

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<th>General conditions of Special conditions of contract</th>
<th>General conditions of Special conditions of contract</th>
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<td>Specify performance security if applicable: <strong>none</strong></td>
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<td>Specify method Payments. <strong>Payments to be made on annually up front before commencement of cover</strong></td>
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<td>Indicate addresses of both parties. <strong>Client:</strong> The Kenya Accreditation Serve P. O. Box 47400-00100 NAIROBI</td>
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</tbody>
</table>
SECTION VI - STANDARD FORMS

Notes on the standard Forms

9. 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.

10. Price Schedule Form - The price schedule form must similarly be completed and submitted with the tender.

11. 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.

12. Confidential Business Questionnaire Form - This form must be completed by the tenderer and submitted with the tender documents.

13. Format of Tender Security Instrument - When required by the tender document the tenderer shall provide the tender security in the form included hereinafter.

14. Performance Security Form - The performance security form should not be completed by the tenderer at the time of tender preparation. Only the successful tenderer will be required to provide performance security in the form provided herein or in another form acceptable to the procuring entity.


16. SELF DECLARATION THAT THE PERSON/TENDERER WILL NOT ENGAGE IN ANY CORRUPT OR FRAUDULENT PRACTICE.
1. Form of Tender

Date: Tender No. KENAS

To: Chief Executive Officer,

The Kenya Accreditation Service,

P. O. Box 47400-00100

NAIROBI

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 Staff Group Life with last expense Insurance Cover under this tender in conformity with the said Tender document for the sum of .................................................................

.............................................[Total Tender amount in words and figures] being the total premium for two (2) years 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 2........ [Signature] [In the capacity of] Duly authorized to sign tender for and on behalf of
2. PRICE SCHEDULE OF SERVICES

Name of Tenderer: ................................................................. Tender Number: ................................................................. Based on the information contained in the Description of Services, Tenderers should provide a breakdown of costs in the format shown below. The cost should include applicable taxes. DESCRIPTION OF GOODS TOTAL PREMIUM PAYABLE ANNUALLY IN Kes AND INCLUSIVE OF ALL TAXES AND LEVIES for,

<table>
<thead>
<tr>
<th>INSURANCE COVERS</th>
<th>YEARLY</th>
<th>2 YEARS</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>KES</td>
<td>KES</td>
</tr>
<tr>
<td>1  Staff Group Life Insurance Cover</td>
<td></td>
<td></td>
</tr>
<tr>
<td>2  WIBA/Group Personal Accident Insurance Cover Combined And Assessors</td>
<td></td>
<td></td>
</tr>
<tr>
<td>3  Group Personal Accident Insurance Cover For Board</td>
<td></td>
<td></td>
</tr>
<tr>
<td>4  Public Liability</td>
<td></td>
<td></td>
</tr>
<tr>
<td>5  Money</td>
<td></td>
<td></td>
</tr>
<tr>
<td>6  Fidelity Guarantee</td>
<td></td>
<td></td>
</tr>
<tr>
<td>7  Professional Indemnity</td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>TOTAL PREMIUM</strong></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Signature and Rubber Stamp of tenderer
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 certain materials and spares.
Viz.................................[brief description of materials and spares] and has accepted a tender
by the tenderer for the supply of those materials and spares in the spares in the sum of ..............................................................[contract price in words and figures]

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS: 1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.

2. The following documents shall be deemed to form and be read and construed as part of this Agreement, viz.:

(a) the Tender Form and the Price Schedule submitted by the tenderer; (b) the Schedule of Requirements; (c) the Technical Specifications; (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 materials and spares 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 materials and spares 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___________________.

4. 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**

<table>
<thead>
<tr>
<th>Business Name</th>
<th>Location of Business Premises</th>
<th>Plot No</th>
<th>Street/Road</th>
<th>Postal address</th>
<th>Tel No</th>
<th>Fax Email</th>
</tr>
</thead>
</table>

Nature of Business

Registration Certificate No.

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

<table>
<thead>
<tr>
<th>Part 2 (a) – Sole Proprietor</th>
</tr>
</thead>
<tbody>
<tr>
<td>Your name in full</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Part 2 (b) – Partnership</th>
</tr>
</thead>
<tbody>
<tr>
<td>Given details of partners as follows</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Name</th>
<th>Nationality</th>
<th>Citizenship details</th>
<th>Shares</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
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<td>2.</td>
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<tr>
<td>3.</td>
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<tr>
<td>4.</td>
<td></td>
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<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Part 2 (c) – Registered Company</th>
</tr>
</thead>
<tbody>
<tr>
<td>Private or Public</td>
</tr>
<tr>
<td>State the nominal and issued capital of company</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Nominal Kshs.</th>
<th>Issued Kshs.</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>Given details of all directors as follows</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>Name</th>
<th>Nationality</th>
<th>Citizenship details</th>
<th>Shares</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
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<td>2.</td>
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<td>4.</td>
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</tr>
</tbody>
</table>

Date | Signature of Candidate

| 5. FORMAT OF TENDER SECURITY INSTRUMENT |
Whereas ........... [ Name of the tenderer] (Hereinafter called “the tenderer”) has submitted its tender dated ........ [ Date of submission of tender] for the .............. [Name and/or description of the tender] (Hereinafter called “the Tender”)

KNOW ALL PEOPLE by these presents that WE .................. of ........... [Name of Insurance Company / Bank] having our registered office at .................. (Hereinafter called “the Guarantor”), are bound unto ............... [ Name of Procuring Entity ] (Hereinafter called “the Procuring Entity”) in the sum of ................... (Currency and guarantee amount) for which payment well and truly to be made to the said Procuring Entity, the Guarantor binds itself, its successors, and assigns by these presents.

Sealed with the Common Seal of the said Guarantor this ___day of ______ 20 __.

THE CONDITIONS of this obligation are:

1. If after tender opening the tenderer withdraws his tender during the period of tender validity specified in the instructions to tenderers, Or

2. If the tenderer, having been notified of the acceptance of his tender by the Employer during the period of tender validity:

   (a) fails or refuses to execute the form of Agreement in accordance with the Instructions to Tenderers, if required; or (b) fails or refuses to furnish the Performance Security, in accordance with the Instructions to Tenderers;

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 two conditions, specifying the occurred condition or conditions.

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

_________________________________________ [Date ]

[Signature of the Guarantor] ______________________________

______________________________ [Witness] [Seal]

6. PERFORMANCE SECURITY FORM

To: ..........................................................[Name of the Procuring entity] WHEREAS................................[name of tenderer]
(Hereinafter called “the tenderer”) has undertaken, in pursuance of Contract No._________ [reference number of the contract] dated ___________ 20______ to Supply………………………………………………………………………………… [Description services] (Hereinafter called “the contract”)

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

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

THEREFORE, WE hereby affirm that we are Guarantors and responsible to you, on behalf of the tenderer, up to a total of ……………………………………………………………. [amount of the guarantee in words and figures],

and we undertake to pay you, upon your first written demand declaring the tenderer to be in default under the Contract and without cavil or argument, any sum or sums within the limits of ……………………………. [amount of guarantee] as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

This guarantee is valid until the _____ day of 20 __________________________________________________________________ Signature and seal of the Guarantors __________________________________________________________________ [name of bank or financial institution] __________________________________________________________________ [address] __________________________________________________________________ [date]

(Amend accordingly if provided by Insurance Company)

I, ..........................................., of Post Office Box ................................... being a resident of ................................................ in the Republic of ........................................ do hereby make a statement as follows: -

1. THAT I am the Company Secretary/ Chief Executive/Managing Director/Principal Officer/Director of ............................................................ (insert name of the Company) who is a Bidder in respect of Tender No. ..................... for ............................ (insert tender title/description) for ......................... (insert name of the Procuring entity) and duly authorized and competent to make this statement.

2. THAT the aforesaid Bidder, its Directors and subcontractors have not been debarred from participating in procurement proceeding under Part IV of the Act.

3. THAT what is deposed to herein above is true to the best of my knowledge, information and belief. ........................................... ............................................... ................................. (Title)
(Signature) (Date)

Bidder Official Stamp