



# **KENYA SCHOOL OF GOVERNMENT**

## **TENDER DOCUMENT**

### **FOR**

**PROVISION OF GROUP LIFE AND GROUP PERSONAL ACCIDENT POLICY**

**TENDER NO. KSG/04/2017/2018**

**SUBMISSION DEADLINE: Thursday 17<sup>th</sup> August, 2017 AT 10.30  
A.M.**

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TEL: +254 02 4015000  
NAIROBI, KENYA  
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## SECTION I - INVITATION TO TENDER

### TENDER NO. KSG/37/2014/2015 FOR PROVISION OF GROUP LIFE AND GROUP PERSONAL ACCIDENT POLICY

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The Kenya School of Government invites sealed tenders from eligible candidates for the provision of Group Life and Group Personal Accident Policy for an initial period of one year renewable annually up to a maximum of two years subject to Satisfactory Performance.

Interested eligible candidates may obtain further information from and inspect the tender documents at the Procurement office, Kenya School of Government Lower Kabete, during normal working hours.

A complete set of tender documents may be obtained by interested candidates from the Procurement Office, Kenya School of Government Lower Kabete during normal working hours upon payment of a non - refundable tender fee of Kshs. 1,000.00. The document may also be *viewed and downloaded from the school's websites: [www.ksg.ac.ke](http://www.ksg.ac.ke)*. Bidders who download the tender document will not be required to pay. All payments shall be made to Kenya School of Government cash office located at the administration Block.

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 120 days from the closing date of the tender.

Completed tender documents are to be enclosed in plain sealed envelopes, marked with the tender number and be deposited in the **tender box** provided at Kenya School of Government Lower Kabete Administration Block:

**The Director General**  
The Kenya School of Government,  
P. O. Box 23030 - 00604  
**NAIROBI**

to be received on or before **Thursday, 17<sup>th</sup> August 2017 at 10:30 a.m.**

Tenders must be accompanied by a tender Security of **Kshs.100, 000** of **the bid sum in** form of a guarantee from a reputable bank or an insurance company approved by PPOA payable to the Director-General, Kenya school of Government.

Tenders will be opened immediately thereafter in the presence of the tenderers representatives who choose to attend at the meeting room one (1).

**Supply Chain Manager.**  
**FOR:DIRECTOR GENER**

## SECTION II

## – INSTRUCTIONS TO TENDERERS

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## **SECTION II - INSTRUCTIONS TO TENDERERS**

### **2.1 Eligible tenderers**

- 2.1.1. This Invitation to tender is open to Underwriter's only 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 Kenya School of Government employees, committee members, board members and their relative (spouse and children) are not eligible to participate in the tender unless where specially allowed under section 131 of the Act.
- 2.1.3. Tenderers shall provide the qualification information statement that the tenderer (including all members, of a joint venture and 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.
- 2.1.5. Tenderers should have all documents initialed and stamped

### **2.2 Cost of tendering**

- 2.2.1 The Tenderer shall bear all costs associated with the preparation and submission of its tender, and the procuring entity, will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the tendering process.
- 2.2.2 The price to be charged for the tender document shall not exceed Kshs.1,000/=
- 2.2.3 The procuring entity shall allow the tenderer to review the tender document free of charge before purchase.

### **2.3 Contents of tender 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) Tender 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 8, 9,10 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
- (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 Tenderer's conduct which would warrant the security's forfeiture, pursuant to paragraph 2.12.8
- 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.
  - d) Letter of credit
- 2.12.5 Any tender not secured in accordance with paragraph 2.12.1 and 2.12.4 will be rejected by the Procuring entity as non-responsive, pursuant to paragraph 2.20
- 2.12.6 Unsuccessful tenderer's 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 the procuring entity.

2.12.7 The successful tenderer's tender security will be discharged upon the tenderer signing the contract, pursuant to paragraph 2.26, and furnishing the performance security, pursuant to paragraph 2.27.

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 30

**or**

(ii) to furnish performance security in accordance with paragraph 31.

(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 non-responsive.

2.13.2 In exceptional circumstances, the Procuring entity may solicit the Tenderer's consent to an extension of the period of validity. The request and the responses thereto shall be made in writing. The tender security provided under paragraph 2.12 shall also be suitably extended. A tenderer 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 two copies of the tender, clearly / marking each "**ORIGINAL TENDER**" and "**COPY OF TENDER**," as appropriate. In the event of any discrepancy between them, the original shall govern.

2.14.2 The original and all copies of the tender shall be typed or written in indelible ink and shall be signed by the tenderer or a person or persons duly authorized to bind the tenderer to the contract. All pages of the tender, except for 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 and each copy of the tender in separate envelopes, duly marking the envelopes as "**ORIGINAL**" and "**COPY**." The envelopes shall then be sealed in an outer envelope. The inner and outer envelopes shall:



- (a) be addressed to the **Procuring entity at the address** given in the invitation to tender
  - (b) bear, tender number and name in the invitation to tender and the words: “**DO NOT OPEN BEFORE Thursday,17<sup>th</sup> August, 2017 at 10:30 a.m**”
- 2.15.2 The inner envelopes shall also indicate the name and address of the tenderer to enable the tender to be returned unopened in case it is declared “late”.
- 2.15.3 If the outer envelope is not sealed and marked as required by paragraph 2.15.1, 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 under paragraph 2.15.1 no later than **Thursday, 17th August, 2017 at 10:30 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 2.5, 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, postmarked not later than the deadline for submission of tenders.
- 2.17.3 No tender may be modified after the deadline for submission of tenders.
- 2.17.4 No tender may be withdrawn in the interval between the deadline for submission of tenders and the expiration of the period of tender validity 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, on **Thursday, 17th August, 2017 at 10:30 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.

2.18.3 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.

2.18.4 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 tenderers tender.

## **2.20 Preliminary Examination and Responsiveness**

2.20.1 The Procuring entity will examine the tenders to determine whether they are complete, whether any computational errors have been made, whether required 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 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 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 the procuring entity**

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

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

## **2.24 Award of Contract**

### **a) Post qualification**

- 2.24.1 In the absence of pre-qualification, the Procuring entity 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 the Procuring entity deems necessary and appropriate.
- 2.24.3 An affirmative determination will be a prerequisite for award of the contract to the tenderer. A negative determination will result in rejection of the Tenderer's tender, in which event the Procuring entity will proceed to the next lowest evaluated tender to make a similar determination of that Tenderer's capabilities to perform satisfactorily.

### **b) Award Criteria**

- 2.24.4 Subject to paragraph 2.22 the Procuring entity will award the contract to the successful tenderer whose tender has been determined to be substantially responsive and has been determined to be the lowest evaluated tender, provided further that the tenderer is determined to be qualified to perform the contract satisfactorily.
- 2.24.5 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 tenderers is responsive; the procuring entity 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, the Procuring entity 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 the procuring entity 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, the Procuring entity 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 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.

- 2.26.2 Within fourteen (14) days of receipt of the Contract Form, the successful tenderer shall sign and date the contract and return it to the Procuring entity.
- 2.26.3 The parties to the contract shall have it signed within 14 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 the Procuring entity, 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 the Procuring entity.
- 2.27.2 Failure of the successful tenderer to comply with the requirement of paragraph 2.26 or paragraph 2.27.1 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 or call for new tenders.

**2.28 Corrupt or Fraudulent Practices**

- 2.28.1 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.
- 2.28.2 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;
- 2.28.3 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 THE TENDERERS

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

Instructions to tenderers	Particulars of appendix to instructions to tenderers
2.1	Particulars of eligible tenderers: <b>Insurance Underwriting Companies Licensed by the Insurance Regulatory Authority to transact business in Kenya</b>
2.2.2	Price to be charged for tender documents. <b>Kshs. 1,000 for those who purchase a hard copy while those who download the document will not be charged</b>
2.10	Particulars of other currencies allowed. <b>None</b>
2.11	Particulars of eligibility and qualifications documents of evidence required. <b>Copies of:</b> i) <b>Certificate of Registration</b> ii) <b>Certificate of valid tax compliance</b>
2.12.2	Particulars of tender security if applicable. <b>Kshs. 100,000 of the bid sum valid for an additional thirty (30) days after the expiry of the tender validity period.</b>
2.12.4	Form of Tender Security: <b>The Tender Security shall be in the form of a Guarantee from a reputable bank or an insurance company approved by PPOA.</b>  <b>SELF ISSUED BID BONDS BY THE BIDDERS WILL NOT BE ACCEPTED.</b>
2.13	Validity of Tenders: <b>Tenders Shall remain valid for 120 days after date of tender opening</b>
2.16.3	Bulky tenders which do not fit in the tender box shall be delivered to the Procurement Unit.
2.20.1	Tenderers are required to submit copies of the following <b>MANDATORY DOCUMENTS</b> which will be used during Preliminary Examination to determine responsiveness:  1) <b>Copy of certificate of Registration/Incorporation with evidence of existence for the last 5 years</b>

Instructions to tenderers	Particulars of appendix to instructions to tenderers
	<p>2) Copy of Valid Tax Compliance certificate</p> <p>3) Copy of single Business Permit</p> <p>4) Must Fill the Price Schedule in the format provided</p> <p>5) Must Fill the Form of Tender in the format provided</p> <p>6) Must Submit a Tender Security of Kshs. 100,000 of bid sum valid for an additional thirty (30) days after the expiry of the tender validity period.</p> <p>7) Must submit a dully filled up Confidential Business Questionnaire in format provided</p> <p>8) Must be registered with the Insurance Regulatory Authority and a copy of the valid current license be submitted.</p> <p>9) Must submit copies of Audited accounts for the last two Years. The firm must also have done gross premiums in the year 2016 of not less than Kshs. 1billion for Group life line of Business and 300M for Group personal accident</p> <p>10) Must have paid- up capital of 300M</p> <p>11). Must attach a list of 5 reputable client</p> <p>12). Must attach proof of Re-insurance treaty</p> <p>13). Must attach 5 number of professional staff</p> <p><b>AT THIS STAGE, THE TENDERER’S SUBMISSION WILL EITHER BE RESPONSIVE OR NON RESPONSIVE. THE NON RESPONSIVE SUBMISSIONS WILL BE ELIMINATED FROM THE ENTIRE EVALUATION PROCESS AND WILL NOT BE CONSIDERED FURTHER.</b></p>
2.22	<p><b>Evaluation and Comparison of Tenders</b></p> <p><i>The tenders will be technically evaluated and point allocated as shown in the evaluation criteria.</i></p> <p><b>Any firm getting 90% points and above in technical evaluation will be considered in the financial evaluation.</b></p>
2.24 (a)	<p>Particulars of post – qualification if applicable. <b>KSG may inspect the premises</b></p>
2.24.4	<p>Award Criteria:</p> <p><b>AWARD WILL BE MADE TO THE LOWEST EVALUATED BIDDER</b></p>

<b>Instructions to tenderers</b>	<b>Particulars of appendix to instructions to tenderers</b>
2.27	Particulars of performance security if applicable. <b>N/A</b>
Other's as necessary	Complete as necessary. <b>None</b>



**SECTION III - GENERAL CONDITIONS OF CONTRACT**

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## SECTION III - 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

3.2.1 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

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

### **3.5 Performance Security**

- 3.5.1 Within 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.
  - d) Letter of credit.
- 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**

3.11.1 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**

- 3.13.1 The procuring entity by written notice sent to the contractor may terminate the contract in whole or in part, at any time for its convenience. The notice of termination shall specify that the termination is for the procuring entity convenience, the extent to which performance of the contractor of the contract is terminated and the date on which such termination becomes effective.
- 3.13.2 For the remaining part of the contract after termination the procuring entity may elect to cancel the services and pay to the contractor 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.**

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

### **3.17 Notices**

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

**SECTION IV - SPECIAL CONDITIONS OF CONTRACT**

- 4.1 Special conditions of contract shall supplement the general conditions of contract, wherever there is a conflict between the GCC and the SCC, the provisions of the SCC herein shall prevail over those in the GCC.
- 4.2 Special conditions of contract with reference to the general conditions of contract.

General conditions of contract reference	Special conditions of contract
3.5	Specify performance security if applicable: <b>N/A</b>
3.7	Specify method Payments. <b>One installment upon signing of the contract and delivery of policy documents..</b>
3.8	Specify price adjustments allowed. <b>None</b>
3.14	Specify resolution of disputes. <b>Disputes to be settled as per the Arbitration Laws of Kenya</b>
3.16	Specify applicable law. <b>Laws of Kenya</b>
3.17	Indicate addresses of both parties. <b>Client: The Kenya School of Government P.O. BOX 23030 - 00604 TEL: +254 02 4015000 NAIROBI, KENYA</b>
Other's as necessary	Complete as necessary

**COVER LETTER (to be filled by tenderer)**

**SECTION V – SCHEDULE OF REQUIREMENTS (GPA AND GLA)**

	Requirements	
1	Certificate of Registration	
2	Valid Tax Compliance	
3	premium schedule	
4	Share capital/ paid - up	
4	Bid bond	
5	Gross premium 2015,GPA and GLA	
6	Reputable clients	
7	Audited accounts	
8	No. of staff	
9	PIN certificate	
10	Tax compliance certificate	
11	Certificate of registration	
12	AKI certificate	
13	IRA license	
14	Qualification & Eligibility statement	
15	Tender validity	
16	Single business permit	
17	form of tender	
18	Confidential business questionnaire	
19	RE-insurance slip	

**TECHNICAL EVALUATION FOR GROUP LIFE ASSURANCE COVER**

		<b>POINTS ALLOCATED</b>	<b>POINTS SCORED</b>
<b>TE 1</b>	<b>Death in service 4 years earning</b>	<b>5</b>	
<b>TE 2</b>	<b>Permanent disability 4 years earning</b>	<b>5</b>	
<b>TE 3</b>	<b>Temporally Total Disability</b>	<b>5</b>	
<b>TE 3</b>	<b>Medical expense Reimbursement</b>	<b>5</b>	
<b>TE 3</b>	<b>Last expenses</b>	<b>10</b>	
<b>TE4</b>	<b>Critical illness rider 30%</b>	<b>10</b>	
<b>TE5</b>	<b>HIV/AIDS cover/ pre -existing chronicle cover</b>	<b>10</b>	
<b>TE 6</b>	<b>Extension clauses as indicated</b> Accumulation limit – Kshs. 150,000,000/= Age limit: 18-70 years Disappearance Worldwide cover Exposure Hijack Payment on account Declaration Automatic additions/deletions Riot, strike and civil commotion Trustees 24 hour cover duty or pleasure Including aviation risks Evacuation within East Africa Political risks Suicide	<b>50</b>	
	<b>Total Marks</b>	<b>100</b>	



**SECTION VI - DESCRIPTION OF SERVICES**

**INSURANCE COVER DETAILS FOR THE KENYA SCHOOL OF GOVERNMENT**

**(KSG)**

**PART A – COVER REQUIRED**

Staff Group life and Group personal accident benefit and employer liability

**PART A.1 – SPECIFIC DETAILS OF SERVICES**

The Specific Details of Services will include:

**GROUP PERSONAL ACCIDENT, GROUP LIFE ASSURANCE & WORK INJURY BENEFITS ACT WITH THE FOLLOWING RIDERS (CRITICAL ILLNESS, PERMANENT TOTAL DISABILITY, TEMPORARY TOTAL DISABILITY, LAST EXPENSE.**

**(a) Category 1: COMBINED SOLUTION (WIBA & GPA & GROUP LIFE COVER)**

<b>NO.</b>	<b>BENEFIT TYPE</b>	<b>BENEFIT DESCRIPTION</b>	<b>ELIGIBILITY</b>
1.	Occupational illness	Payable in reference to WIBA ,2007	All permanent & long contract staff
2.	Death Benefit	Four (4) Years annual basic income	
3.	Permanent Total Disability	Four (4) Years annual basic income	
4.	Temporary Total Disability	104 weeks or earlier	
5.	Medical expense Reimbursement	Kshs.100,000	
6.	Funeral Expenses	Kshs.30,000	
<b>No.</b>	<b>Benefit Type</b>	<b>Benefit Description</b>	<b>Eligible Staff</b>
1.	Death in Service	Four (4) Years annual basic income	All permanent & long contract staff
2.	Permanent Total Disability	Four (4) Years annual basic income	
3.	Critical illness	30%	
4.	Last Expense	Kshs. 100,000 per staff	
5.	Free Cover Limit – Kshs.4,000,000		

**Summary of Staff Details**

No.	Staff Category	No. of Staff	Basic salary (p.a)	Gross salary (p.a)
1.	KSG Nairobi & eIDi Staff	195	15,366,544	184,398,528

**(b) Category 2: WIBA PLUS (WIBA & GPA)**

NO.	BENEFIT TYPE	BENEFIT DESCRIPTION	ELIGIBILITY
1.	Occupational illness	Payable in reference to WIBA ,2007	All permanent & long contract staff
2.	Death Benefit	Four (4) Years annual basic income	
3.	Permanent Total Disability	Four (4) Years annual basic income	
4.	Temporary Total Disability	104 weeks or earlier	
5.	Medical expense Reimbursement	Kshs.100,000	
6.	Funeral Expenses	Kshs.30,000	

**Summary of staff details**

No.	Staff Category	No. of Staff	Basic salary (p.a)	Gross salary (p.a)
1.	KSG Campuses Staff	287	16,900,738	202,808,856

**(c) Category 3: WIBA Cover for short contract staff**

NO.	BENEFIT TYPE	BENEFIT DESCRIPTION	ELIGIBILITY
1.	Occupational illness	Payable in reference to WIBA ,2007	All contracted staff

**Summary of Staff details (Florence to confirm numbers, Basic pay & Gross Pay)**

No.	Staff Category	No. of Staff	Gross salary (p.a)
1.	Short contract staff	<b>318</b>	<b>Kshs.5,464,316.50</b>

## SECTION VII - STANDARD FORMS

### Notes on the standard Forms

1. **Form of Tender** - The form of Tender must be completed by the tenderer and submitted with the tender documents. It must also be duly signed by duly authorized representatives of the tenderer.
2. **Price Schedule Form-** The price schedule form must similarly be completed and submitted with the tender.
3. **Contract Form** - The contract form shall not be completed by the tenderer at the time of submitting the tender. The contract form shall be completed after contract award and should incorporate the accepted contract price.
4. **Confidential Business Questionnaire Form** - This form must be completed by the tenderer and submitted with the tender documents.
5. **Tender Security Form** - When required by the tender document the tenderer shall provide the tender security either in the form included hereinafter.
6. **Technical Evaluation Response Form** - This form should be completed by the tenderer and submitted with the tender documents as it will be used for technical evaluation.
7. **Tenderers Experience Requirement Form-** This form should be completed by the tenderer and submitted with the tender documents as it will be used for evaluation.

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6. Technical Evaluation Response Form .....	36
7. Tenderers Experience Requirement Form .....	37

#### 4.1 FORM OF TENDER

Date \_\_\_\_\_

Tender No. KSG/04/2017/2018

To: **The Director General**  
**Kenya School of Government**  
**P.O. BOX 23030 - 00604**  
**TEL: +254 02 4015000**  
**NAIROBI,**

Sir/Madam:

Having examined the Tender documents including Addenda Nos. *[insert addenda numbers]*, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to Provide **Insurance Covers** in conformity with the said Tender documents for the sum of *[total Tender amount in words and figures]* or such other sums as may be ascertained in accordance with the Schedule of Prices attached herewith and made part of this Tender.

We undertake, if our Tender is accepted, to deliver the Services in accordance with the delivery schedule specified in the Schedule of Requirements.

We agree to abide by this Tender for the Tender validity period specified in Clause 2.13 of the Appendix to Instructions to Tenderers, and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

We are not participating, as Tenderers, in more than one Tender in this Tendering process.

Our firm, its affiliates or subsidiaries – including any subcontractors or suppliers for any part of the contract – has not been declared ineligible by the Government of Kenya under Kenyan laws.

Until a formal Contract is prepared and executed, this Tender, together with your written acceptance thereof and your notification of award, shall constitute a binding Contract between us.

We understand that you are not bound to accept the lowest or any Tender you may receive.

We certify/confirm that we comply with the eligibility requirements as per ITT Clause 3 of the Tender documents

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_\_.  
(Name)

\_\_\_\_\_  
*[signature]*

\_\_\_\_\_  
*[in the capacity of]*

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

## 4.2 PRICE SCHEDULE OF SERVICES

Name of Tenderer: **PROVISION OF GROUP LIFE AND GROUP PERSONAL**

### **ACCIDENT POLICY**

Tender Number: **KSG/04/2017/2018**

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.

<b>No.</b>	<b>Insurance Cover</b>	<b>Premium (Kshs)</b>
1.	COMBINED SOLUTION (WIBA & GPA & GROUP LIFE COVER)	
2	WIBA PLUS (WIBA & GPA)	
3	WIBA Cover for short contract staff	
	<b>TOTAL</b>	

Signature and Rubber Stamp of tenderer \_\_\_\_\_

### 4.3 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 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 \_\_\_\_\_.

#### 4.4 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.

<p>Part 1 General</p> <p>Business Name.....</p> <p>Location of Business Premises .....</p> <p>Plot No, .....Street/Road.....</p> <p>Postal address ..... Tel No. ....</p> <p>Fax ..... Email.....</p> <p>Nature of Business .....</p> <p>Registration Certificate No. ....</p> <p>Maximum value of business which you can handle at any one time – Kshs.....</p> <p>Name of your bankers.....</p> <p>Branch.....</p>
--

	<p style="text-align: center;">Part 2 (a) – Sole Proprietor</p> <p>Your name in full..... Age.....</p> <p>Nationality..... Country of Origin.....</p> <p>Citizenship details .....</p>																				
	<p style="text-align: center;">Part 2 (b) – Partnership</p> <p>Given details of partners as follows</p> <table border="0"> <thead> <tr> <th>Name</th> <th>Nationality</th> <th>Citizenship details</th> <th>Shares</th> </tr> </thead> <tbody> <tr> <td>1. ....</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> <tr> <td>2. ....</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> <tr> <td>3. ....</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> <tr> <td>4. ....</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> </tbody> </table>	Name	Nationality	Citizenship details	Shares	1. ....	.....	.....	.....	2. ....	.....	.....	.....	3. ....	.....	.....	.....	4. ....	.....	.....	.....
Name	Nationality	Citizenship details	Shares																		
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3. ....	.....	.....	.....																		
4. ....	.....	.....	.....																		
	<p style="text-align: center;">Part 2 (c) – Registered Company</p> <p>Private or Public</p> <p>State the nominal and issued capital of company</p> <p>Nominal Kshs.</p> <p>Issued Kshs.</p> <p>Given details of all directors as follows</p> <table border="0"> <thead> <tr> <th>Name</th> <th>Nationality</th> <th>Citizenship details</th> <th>Shares</th> </tr> </thead> <tbody> <tr> <td>1. ....</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> <tr> <td>2. ....</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> <tr> <td>3. ....</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> <tr> <td>4. ....</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> </tbody> </table>	Name	Nationality	Citizenship details	Shares	1. ....	.....	.....	.....	2. ....	.....	.....	.....	3. ....	.....	.....	.....	4. ....	.....	.....	.....
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2. ....	.....	.....	.....																		
3. ....	.....	.....	.....																		
4. ....	.....	.....	.....																		
	<p>Date.....Signature of Candidate.....</p>																				



#### 4.5 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*] 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]

\_\_\_\_\_  
[Witness]

\_\_\_\_\_  
[Signature of the Guarantor]

\_\_\_\_\_  
[Seal]

## 4.6 TECHNICAL EVALUATION RESPONSE FORM

In this section the tenderer is expected to provide information to enable Kenya School of Government assess their capability to provide the covers.

Each tenderer is therefore expected to provide comprehensive responses in the last column headlined **“BIDDERS REMARKS/OFFER AGAINST EVERY ITEM”**.

The evaluation process will adapt **“Yes”** or **“No”** criteria. Tenderers should indicate in the **“Bidders Remarks/Offer against Every Item”** **Yes** as any **“NO”** will be treated as non-responsive leading to automatic disqualification.

A bidder who gets **“No”** in any stage will not be allowed to proceed to the next stage of evaluation.

The Tenderers are also expected to provide the following information and they will also be awarded marks:-

1. Whether they are highly rated by a reputable rating agency like, AIBK or AKI within the last 18 months and a copy of the certificate issued by the rating agency submitted.
2. Indicate whether they have established and implemented a Quality Management System e.g. ISO 9001:2008 and if they have, attach a copy of valid certification.
3. Must give a list of 5 (five) reputable clients excluding KSG for whom they have handled insurance business. Please provide reference letters from the clients showing the premiums handled and the contact address and person. KSG reserves the right to verify information provided. *Please use format in 4.7 below.*

**STAFF GROUP LIFE ASSURANCE SCHEME WITH LAST EXPENSE AND  
CRITICAL ILLNESS RIDER**

<b>COVER DETAILS</b>		<b>YES/NO</b>	<b>BIDDERS REMARKS/OFFER AGAINST EVERY ITEM</b>
<b>POLICY</b>	Staff Group Life Assurance Cover with last expense and critical illness rider.		
<b>PERIOD</b>	one year renewable annually up to a maximum of three years subject to Satisfactory Performance effective dates to be advised		
<b>SCOPE OF COVER</b>	Provides compensation to employees and or their dependents in the event of death from whatever cause and or accidental injury or occupational illness.  See employees details below		
	In order to speed up the claims process and optimize claims processing costs with regard to processing time and providers' fees, KSG proposes that claimants with initial disability awards of 5% or less to be issued with discharge vouchers without recourse to medical re-examination		
<b>A INTEREST/SUM INSURED MANDATORY (THESE ARE THE BASIC MINIMUM AND MUST BE MET IN FULL)</b>	Benefits		
	• Death in service benefit – 8 years basic salary		
	• Permanent Total Disability- 8 years basic salary		
	• Last expense cover Ksh 100,000.00		
	• Free Cover Limit of Minimum Kshs.10,000,000		
	• Critical illness rider 30% death in service benefit		
	• Proposed Waiting Period		

<b>COVER DETAILS</b>		<b>YES/NO</b>	<b>BIDDERS REMARKS/OFFER AGAINST EVERY ITEM</b>
	(Critical Illness): Maximum 3 months		
	• No exclusion on HIV & AIDS		
<b>EXCESS</b>	NIL		
<b>CANCELLATION NOTICE</b>	Sixty (60) Days		
<b>EXTENSIVE CLAUSES</b>	1. Accumulation limit – Kshs. 150,000,000/=		
	2. Age limit: 18-70 years		
	3. Disappearance		
	4. Worldwide cover		
	5. Exposure		
	6. Hijack		
	7. Payment on account		
	8. Declaration		
	9. Automatic additions/deletions		
	10. Riot, strike and civil commotion		
	11. Trustees		
	12. 24 hour cover duty or pleasure		
	13. Including aviation risks		
	14. Evacuation within East Africa		
	15. Political risks		
	16. Suicide		
<b>ADDITIONAL REMARKS</b>			

## GROUP PERSONNAL ACCIDENT COVER

COVER DETAILS		YES/NO	BIDDERS REMARKS/OFFER AGAINST EVERY ITEM
POLICY	Insurance cover as required by the Work Injury Benefits Act 2007 (WIBA)		
PERIOD	One year renewable annually up to a maximum of three years subject to Satisfactory Performance effective dates to be advised.		
SCOPE OF COVER	<p>Indemnity against KSG legal liabilities to employees arising from death or body injury and or illness arising out of and in the course of employment during the period of the policy as required by the Work Injury Benefits Act 2007 (WIBA).</p> <p>The limits of liability are as set out in WIBA.</p>		
<b>A INTEREST/SUM INSURED MANDATORY (THESE ARE THE BASIC MINIMUM AND MUST BE MET IN FULL)</b>	Benefits		
	• Death– 8 years gross earnings		
	• Permanent Total Disability- Maximum 8 years’ gross earnings		
	• Occupational Illness Maximum 8 years’ gross earnings		
	• Temporarily Total Disability Maximum 1 years’ gross earnings		
	• Accidental medical expenses Up to a maximum of Ksh 100,000		
	• Last expense cover Ksh 30,000		
EXCESS	NIL		
CANCELLATION NOTICE	Sixty (60) Days		

COVER DETAILS		YES/NO	BIDDERS REMARKS/OFFER AGAINST EVERY ITEM
EXTENSIVE CLAUSES	<ul style="list-style-type: none"> <li>Travel to and from work, social, sporting activities, including use of motor vehicles</li> </ul>		
	1. Riot, strike and civil commotions		
	2. Worldwide cover		
	3. Declaration		
	4. Automatic additions/deletions		
	5. 24 hour cover duty or pleasure		
	6. Including aviation risks		
	7. Evacuation within East Africa		
ADDITIONAL REMARKS			

#### 4.7 BIDDER'S EXPERIENCE REQUIREMENTS FORM

Tenderers are required to submit details of at least five (5 No.) reputable Clients excluding PPOA for whom they have handled insurance business. Please provide reference letters from the clients showing the premiums handled and the contact address and person PPOA reserves the right to verify information provided. The reference letters must be in the organisations letterheads.

No	Contact Information	Details
1	Name of company	
	Name of contact person	
	Designation	
	Telephone number	
	e-mail address	
	Premium (Kshs.)	
2	Name of company	
	Name of contact person	
	Designation	

No .	Contact Information	Details
	Telephone number	
	e-mail address	
	Premium (Kshs.)	
3	Name of company	
	Name of contact person	
	Designation	
	Telephone number	
	e-mail address	
	Premium (Kshs.)	
4	Name of company	
	Name of contact person	
	Designation	
	Telephone number	
	e-mail address	
5	Name of company	
	Name of contact person	
	Designation	
	Telephone number	
	e-mail address	
	Premium (Kshs.)	