



EXPORT PROCESSING ZONES AUTHORITY

**GENERAL, GROUP, PERSONAL ACCIDENT COVER
(BOTH STAFF AND BOARD OF DIRECTORS) AND
WIBA COVER**

**PROVISION OF INSURANCE POLICIES FOR THE
FINANCIAL YEAR 2017/2018**

EPZA TENDER NO. 07/2016-2017

**EXPORT PROCESSING ZONES AUTHORITY
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JUNE, 2017

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SECTION I - INVITATION FOR TENDERS

TENDER REF. NO. Tender no. 07/2016 -2017 Provision of Insurance Services

- 1.1 The EPZA invites sealed tenders from eligible candidates for Provision of Insurance Services for the following classes of Insurance: General, Group, Personal Accident Cover (Both Staff and Board of Management), Wiba And Public Liability Cover Insurance.
- 1.2 Interested eligible candidates may obtain further information from and inspect the tender Documents at Export Processing Zones Authority, Administration Building, Viwanda Road off Nairobi – Namanga Highway, Athi River Kenya, www.epzakenya.com, info@epzakenya.com during normal office working hours.
- 1.3 A complete set of tender Documents shall be obtained by interested candidates by downloading from our website www.epzakenya.com.
- 1.4 Prices quoted should be net inclusive of all taxes, and delivery costs, must be in Kenya Shillings and shall remain valid for 90 days from the closing date of
- 1.5 The tender.
- 1.6 Completed tender Documents are to be enclosed in plain sealed envelopes, marked with the tender number and name, separate technical and financial proposals should be deposited in the tender Box at the reception, EPZA Headquarters, Athi River or be addressed to **Export Processing Zones Authority P.O. Box 50563 – 00200 Nairobi** so as to be received on or before 11.00 a.m on 19/06/2017.
- 1.7 Tenders will be opened immediately thereafter in the presence of the candidates representatives who choose to attend at the Conference Hall situated in the ground floor of Export Processing Zones Authority Administration Building.

SIGNED FOR: CHIEF EXECUTIVE OFFICER

SECTION II - INSTRUCTION TO TENDERERS
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SECTION II - INSTRUCTIONS TO TENDERERS

2.1. Eligible tenderers

- 2.1.1 This Invitation for tenders is to all tenderers eligible as described in the Appendix to Instructions to tenderers. Successful tenderers shall provide the services for the stipulated duration from the date of commencement (hereinafter referred to as the term) specified in the tender Documents.
- 2.1.2 The procuring entity's employees, committee members, board members and their relatives (spouse and children) are not eligible to participate in the tender unless where specially allowed under section 131 of the Act.
- 2.1.3 Tenderers shall provide the qualification information statement that the tenderer is not associated, or have been associated in the past, directly or indirectly, with a firm or any of its affiliates which have been engaged by the Procuring entity to provide consulting services for the preparation of the design, specifications, and other documents to be used for the procurement of the services under this Invitation for tenders.
- 2.1.4 Tenderers involved in the corrupt or fraudulent practices or debarred from participating in public procurement shall not be eligible.

2.2 Cost of tendering

- 2.2.1 The tenderer shall bear all costs associated with the preparation and submission of its tender, and the procuring entity, will in no case be responsible or liable for those costs. Regardless of the conduct or outcome of the tendering process
- 2.2.2 The price to be charged for the tender document shall be nil.
- 2.2.3 Tenderers are allowed to review the tender Documents free of charge before purchase.

2.3 Contents of tender Document

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

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

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

2.4 Clarification of tender Documents

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

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

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

2.5 Amendment of tender Documents

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

2.5.2 All prospective tenderers who have obtained the tender Documents will be notified of the amendment by post, fax or email and such amendment will be binding on them.

2.5.3 In order to allow prospective tenderers reasonable time in which to take the amendment into account in preparing their tenders, the Procuring entity, at its discretion, may extend the deadline for the submission of tenders.

2.6 Language of tenders

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

2.7 Documents Comprising the tender

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

- (a) A tender Form and a Price Schedule completed in accordance with paragraph 2.8, 2.9 and 2.10 below
- (b) Documentary evidence established in accordance with paragraph 2.1.2 that the tenderer is eligible to Tender and is qualified to perform the contract if its tender is accepted;
- (c) Tender security furnished in accordance with paragraph 2.12 (if applicable)
- (d) Declaration Form.

2.8. Form of tender

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

2.9. Tender Prices

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

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

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

2.10. Tender Currencies

2.10.1 Prices shall be quoted in Kenya Shillings

2.11. Tenderers Eligibility and Qualifications

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

2.11.2 The documentary evidence of the tenderer's qualifications to perform the contract if its tender is accepted shall establish to the Procuring entity's satisfaction that the tenderer has the **financial** and **technical capability** necessary to perform the contract.

2.12. Tender Security

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

- 2.12.2 Bid Bond required: Nil
- 2.12.3 The tender security is required to protect the Procuring entity against the risk of tenderer's conduct which would warrant the security's forfeiture, pursuant to paragraph 2.12.7
- 2.12.4 The tender security shall be denominated in Kenya Shillings or in another freely convertible currency, and shall be in the form
- a) A bank guarantee.
- 2.12.5 Any tender not secured in accordance with paragraph 2.12.1. and 2.12.3 shall be rejected by the Procuring entity as non-responsive, pursuant to paragraph 2.20.5
- 2.12.6 Unsuccessful tenderer's tender security will be discharged or returned as promptly as possible but not later than thirty (30) days after the expiration of the period of tender validity
- 2.12.7 The successful tenderer's tender security will be discharged upon the tenderer signing the contract, pursuant to paragraph 2.29, and furnishing the performance security, pursuant to paragraph 2.30
- 2.12.8 The tender security may be forfeited:
- (a) If a tenderer withdraws its tender during the period of tender validity.
 - (b) in the case of a successful tenderer, if the tenderer fails:
 - (i) To sign the contract in accordance with paragraph 2.29 or
 - (ii) To furnish performance security in accordance with paragraph 2.30.
 - (c) If the tenderer reject correction of an arithmetic error in the tender.

2.13. Validity of tenders

- 2.13.1 Tenders shall remain valid for 90 days after date of tender opening pursuant to paragraph 2.18. A tender valid for a shorter period shall be rejected by the Procuring entity as non-responsive.

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

2.14. Format and Signing of tenders

2.14.1 The tenderer shall prepare an original and a copy of the tender, clearly marking each "ORIGINALTENDER" and "COPY OF TENDER," as appropriate. In the event of any discrepancy between them, the original shall govern. Separate "TECHNICAL" and "FINANCIAL" proposals clearly marked should be provided.

2.14.2 The original and all copies of the tender shall be typed or written in indelible ink and shall be signed by the tenderer or a person or persons duly authorized to bind the tenderer to the contract. All pages of the tender, except for un-amended printed literature, shall be initialed by the person or persons signing the tender.

2.14.3 The tender shall have no interlineations, erasures, or overwriting except as necessary to correct errors made by the tenderer, in which case such corrections shall be initialed by the person or persons signing the tender.

2.15 Sealing and Marking of tenders

2.15.1 The tenderer shall seal the original and the copy of the tender in separate envelopes, duly marking the envelopes as "ORIGINAL TENDER" and "COPY OF TENDER". The envelopes shall then be sealed in an outer envelope.

2.15.2 The inner and outer envelopes shall:

- (a) Be addressed to the Procuring entity at the address given in the Invitation to tender.
- (b) Be tender number and name in the invitation to tender and the words, "DO NOT OPEN BEFORE **22/06/2017 at 11.00 a.m.**

The inner envelopes shall also indicate the name and address of the tenderer to enable the tender to be returned unopened in case it is declared "late".

2.15.3 If the outer envelope is not sealed and marked as required by paragraph 2.15.2, the Procuring entity will assume no responsibility for the tender's misplacement or premature opening.

2.16. Deadline for Submission of tenders

2.16.1 Tenders must be received by the Procuring entity at the address specified under paragraph 2.15.2 not later than **22/06/2017 at 11.00 a.m.**

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

2.16.3 Bulky tenders which will not fit the tender box shall be received by the procuring entity as provided for in the appendix.

2.17. Modification and Withdrawal of tenders

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

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

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

2.17.4 No tender may be withdrawn in the interval between the deadline for submission of tenders and the expiration of the period of tender validity. Withdrawal of a tender during this interval may result in the tenderer's forfeiture of its tender security, pursuant to paragraph 2.12.7.

2.18. Opening of tenders

2.18.1 The Procuring entity will open all tenders in the presence of tenderers' representatives who choose to attend, at **11.00a.m,22/06/2017** and in the location specified in the invitation for tenders. The tenderers' representatives who are present shall sign a register evidencing their attendance

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

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

2.19 Clarification of tenders

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

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

2.20 Preliminary Examination and Responsiveness

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

2.20.2 Arithmetical errors will be rectified on the following basis. If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail, and the total price shall be corrected. If the candidate does not accept the correction of the errors, its tender will be rejected, and its tender security forfeited. If

there is a discrepancy between words and figures, the amount in words will prevail

2.20.3 The Procuring entity may waive any minor informality or non-conformity or irregularity in a tender which does not constitute a material deviation provided such waiver does not prejudice or affect the relative ranking of any tenderer.

2.20.4 Prior to the detailed evaluation, pursuant to paragraph 2.20, the Procuring entity will determine the substantial responsiveness of each tender to the tender Documents. For purposes of these paragraphs, a substantially responsive tender is one which conforms to all the terms and conditions of the tender Documents without material deviations the Procuring entity's determination of a tender's responsiveness is to be based on the contents of the tender itself without recourse to extrinsic evidence.

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

2.21. Conversion to single currency

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

2.22. Evaluation and Comparison of tenders

2.22.1 The Procuring entity will evaluate and compare the tenders which have been determined to be substantially responsive, pursuant to paragraph 2.20

2.22.2 The Procuring entity's evaluation of a tender will take into account, in addition to the tender price, the following factors, in the manner and to the extent indicated in paragraph 2.22.3.

(a) Operational plan proposed in the tender;

(b) Deviations in payment schedule from that specified in the Special Conditions of Contract

2.22.3 Pursuant to paragraph 2.22.2.the following evaluation methods will be applied.

(a)Operational Plan

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 have required delivery time will be treated as non-responsive and rejected.

(b)Deviation in payment schedule

- (i) Tenderers shall state their tender price for the payment on schedule outlined in the special conditions of contract. Tenders will be evaluated on the basis of this base price. Tenderers are, however, permitted to state an alternative payment schedule and indicate the reduction in tender price they wish to offer for such alternative payment schedule. The Procuring entity may consider the alternative payment schedule offered by the selected tenderer.

2.22.4 The tender evaluation committee shall evaluate the tender within 90 days from the date of opening the tender.

2.26. Contacting the Procuring entity

2.26.1 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.

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

2.24 Post-qualification

- 2.24.1 The Procuring entity will verify and determine to its satisfaction whether the tenderer that is selected as having submitted the lowest evaluated responsive tender is qualified to perform the contract satisfactorily.
- 2.24.2 The determination will take into account the tenderer financial and technical capabilities. It will be based upon an examination of the documentary evidence of the tenderers qualifications submitted by the tenderer, pursuant to paragraph 2.11.2 as well as such other information as the Procuring entity deems necessary and appropriate
- 2.24.3 An affirmative determination will be a prerequisite for award of the contract to the tenderer. A negative determination will result in rejection of the tenderer's tender, in which event the Procuring entity will proceed to the next lowest evaluated tender to make a similar determination of that tenderer's capabilities to perform satisfactorily.

2.25 Award Criteria

- 2.25.1 Subject to paragraph 2.29 the Procuring entity will award the contract to the successful tenderer whose tender has been determined to be substantially responsive and has been determined to be the lowest evaluated tender, provided further that the tenderer is determined to be qualified to perform the contract satisfactorily.
- 2.25.2 To qualify for contract awards, the tenderer shall have the following:-
- (a) Necessary qualifications, capability experience, services, equipment and facilities to provide what is being procured.
 - (b) Legal capacity to enter into a contract for procurement
 - (c) Shall not be insolvent, in receivership, bankrupt or in the process of being wound up and is not the subject of legal proceedings relating to the foregoing.
 - (d) Shall not be debarred from participating in public procurement.

2.26. Procuring entity's Right to accept or Reject any or all tenders

- 2.26.1 The Procuring entity reserves the right to accept or reject any tender, and to annul the tendering process and reject all tenders at any time prior to contract award, without thereby incurring any liability to the affected tenderer or tenderers or any obligation to inform the affected tenderer or tenderers of the grounds for the Procuring entity's action. If the Procuring entity determines that none of the tenders is responsive, the Procuring entity shall notify each tenderer who submitted a tender.
- 2.26.2 The procuring entity shall give prompt notice of the termination to the tenderers and on request give its reasons for termination within 14 days of receiving the request from any tenderer.
- 2.26.3 A tenderer who gives false information in the tender document about is qualification or who refuses to enter into a contract after notification of contract award shall be considered for debarment from participating in future public procurement.

2.27 Notification of Award

- 2.27.1 Prior to the expiration of the period of tender validity, the Procuring entity will notify the successful tenderer in writing that its tender has been accepted.
- 2.27.2 The notification of award will signify the formation of the contract subject to the signing of the contract between the tenderer and the procuring entity pursuant to clause 2.9. Simultaneously the other tenderers shall be notified that their tenders were not successful.
- 2.27.3 Upon the successful tenderer's furnishing of the performance security pursuant to paragraph 2.29 the Procuring entity will promptly notify each unsuccessful tenderer and will discharge its tender security, pursuant to paragraph 2.12

2.27 Signing of Contract

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

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

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

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

2.29 Performance Security

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

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

2.30 Corrupt or Fraudulent Practices

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

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

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

Appendix to instructions to tenderers

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

Instruction to , tender reference	<i>Particulars of Appendix to instructions to tenderers</i>
2.1	All eligible tenderers
2.15.2 (b)	22/06/2017at 11.00a.m
2.16.1	22/06/2017 at 11.00a.m
2.18.1	22/06/2017 at 11.00a.m

SECTION III - GENERAL CONDITIONS OF CONTRACT

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SECTION III GENERAL CONDITIONS OF CONTRACT

3.1. Definitions

3.1.1 In this Contract, the following terms shall be interpreted as indicated:

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

3.2. Application

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

3.3. Standards

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

3.4. Use of Contract Documents and Information

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

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

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

3.5. Patent Rights

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

3.6 Performance Security

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

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

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

a) A bank guarantee – 2% of the tendered sum

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

3.7. Delivery of services and Documents

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

3.8. Payment

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

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

3.9. Prices

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

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

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

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

3.10. Assignment

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

3.11. Termination for Default

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

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

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

3.12. Termination for Insolvency

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

3.13. Termination for Convenience

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

3.14 Resolution of Disputes

- 3.14.1 The procuring entity and the contractor shall make every effort to resolve amicably by direct informal negotiations and disagreement or disputes arising between them under or in connection with the contract
- 3.14.2 If after thirty (30) days from the commencement of such informal negotiations both parties have been unable to resolve amicably a contract dispute either party may require that the dispute be referred for resolution to the formal mechanisms specified in the SCC.

3.15. Governing Language

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

3.16. Applicable Law

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

3.17 Force Majeure

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

3.17 Notices

3.18.1 Any notices given by one party to the other pursuant to this contract shall be sent to the other party by post or by Fax or Email and confirmed in writing to the other party's address specified in the SCC.

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

SECTION IV -SPECIAL CONDITIONS OF CONTRACT

Notes on Special Conditions of Contract

1. The clauses in this section are intended to assist the procuring entity in providing contract-specific information in relation to corresponding clauses in the General Conditions of Contract
2. The Provisions of Section IV complement the General Conditions of Contract included in Section III, specifying contractual requirements linked to the special circumstances of the procuring entity and the insurance cover required. In preparing Section IV, the following aspects should be taken into consideration.
 - (a) Information that complement provisions of Section III must be incorporated; and
 - (b) Amendments and/or supplements to provisions of Section III, as necessitated by the circumstances of the specific insurance cover required must also be incorporated.
3. Where there is a conflict between the provisions of the special conditions of contract and the provisions of the general conditions of contract, the provisions of the special conditions of contract shall prevail over the provisions of the general conditions of contract.
4. Any clause to be included in this section must be consistent with the applicable public procurement law and regulations.

(a) EXPECTED OUTPUT/DELIVERABLES

The payment shall be on confirmation of commencement of the covers or as agreed during negotiations.

(b) Special conditions of Contracts as relates to the General Conditions of Contract

Reference of general conditions contract	Special condition of contract
Performance Security	Shall be valid professional indemnity cover of not less than Kshs. 100 million
Delivery of Services	Shall be staff Provision of Insurance Services cover effective from the date indicated in the signed contract one (1) years
Payment	Upon commencement of cover either once or twice (on equal installments at the beginning and at policy mid-term)
Applicable law	Shall be the laws of Kenya
Notices	The Chief Executive Officer Export Processing Zones Authority P.O. Box 50563 – 00200 NAIROBI

Delivery Period

The contract period shall be one (1) years. The procuring entity however reserves the right to terminate the contract at any stage on the basis of provider's poor performance and failure to rectify the said poor performance in the timeliness set out in the contract.

SECTION IV – SPECIAL CONDITIONS OF CONTRACT

EVALUATION CRITERIA

4.0 CONDITIONS TO BE MET BY THE UNDERWRITER

4.1 Preliminary evaluation of tenders

The evaluation committee shall first conduct a preliminary evaluation to determine whether:

- (a) the tender has been submitted in the required format;
- (b) any tender security submitted is in the required form, amount and validity period;
- (c) the tender has been signed by the person lawfully authorized to do so;
- (d) the required number of copies of the tender have been submitted; (one copy (one original))
- (e) the tender is valid for the period required;

STAGE ONE

4.2 Statutory / Mandatory requirements

The underwriter shall meet the following conditions

1. Valid Tax Compliance Certificate
2. Professional Indemnity cover of not less than Kshs. 100m.
3. List of Directors with respective shareholding & details of citizenship.
4. Audited Accounts for the last three years (i.e. within the period of 2014 to 2017 which must be signed by the auditors and directors.)
5. Evidence/proof of having done annual premiums in previous year (2015) of not less than **Kshs. Two (2) Billion** in General Insurance
6. Evidence/proof of underwriter having paid-up capital of at least **Kshs. 350 Million**.
7. Certificate of Company Registration under the Companies Act, Cap 486 and in existence for at least Five (5) years
8. Current Registration Certificate as Insurance Underwriter issued by the Insurance Regulatory Authority (IRA) for the current year 2017.
9. Current membership certificate (2016) with Association of Kenya Insurers (AKI).
10. Statement of verification that the Firm is not debarred in the Matter of Public Procurement and Disposal Act 2015.

Tenders which do not satisfy any of the above requirements shall be rejected and shall not be considered further.

STAGE TWO - TECHNICAL EVALUATION FOR UNDERWRITERS

N/B: The technical (T) and financial (F) evaluation will be allocated weights as follows: (Technical Score 80%, Financial Score 20%).

(Documentary evidence must be provided for each requirement – non compliance shall lead to disqualification or nil points)

NB: Cut off shall be 80% to qualify for financial evaluation (price comparison) and to be weighted using the formula: $S/100 \times T = TS$, where S is the Bidder's score, T is the technical weighted for technical evaluation (80%) and TS is the weighted technical score.

4.3 Technical Evaluation requirements

4.3.1 Key Personnel Qualifications and experiences – 20 points

List / provide at least four (4) key professional staff with specific portfolio/task each with the following minimum qualification and experience:

- a) Principal Officer / Contract Manager must have a minimum of Undergraduate (Bachelor) Degree in Insurance or Actuarial Science and an Associate of the Chartered Insurance Institute or equivalent [attach copies of qualification certificates **(4 points)** with not less than seven years experience as a senior manager in the insurance industry **{2 points for seven years experience, for less years of experience zero points}** – **(total 6 points)**
- b) The other three must have a minimum of a Diploma in Insurance [attach copies of qualification certificates – **(2 points for each professional staff)** with at least five years experience in the insurance industry handling Medical Insurance s related covers **{2 points for five years experience, for less years of experience zero points}** – **(total 12 points)** and;
- c) Certified CVs signed by both the employer and the employee **{0.5 points for each CV – four CVs required as above}** – **(total 2 points)**

4.3.2 Company's past Experience/Operation performance – (40 points)

- Details of experience and past performance for a minimum of five corporate clients with more than 100 employees on **Provision of General Insurance** within the past three years (between 2012- 2015) each with value of **not less than 5 million per annum** that can best demonstrate past experience in providing similar services (Insurance). Each project should include name of client/firm, clear physical address and contact persons. (Attach award letters, Local Purchase / Service Orders or signed contracts as evidence / proof of contract such as copies of policy documents) **(40 Points)**

Details of projects to include the following **(8 Points for each client)**

- i) Name of project – **(1 Point)**
 - ii) Address of project- **(1 Point)**
 - iii) Contact persons- **(1 Point)**
 - iv) Their values **(5 million per annum and above) – (2 Points)** below 5 million **(0 Points)**
 - v) Proof of such contracts **(Attach award letters, LPO's, LSO or signed contracts) – (3 Points)**
- Less number of clients in (a)– **(Pro-rate)**
 - If no award letters/completion certificates are attached – **(0 Points for the entire project/client)**

NB: Clients will be contacted to verify the information given.

4.3.3 Business support – 27 points

(a) Reinsurance Cover (5 points) –

The tenderer / underwriter must have a Reinsurance policy in place from a well known and registered Insurance/Reinsurance Company. State or provide the name(s) of the Reinsurance Company (ies) and attach evidence in the form of reinsurance slip (s) or cover notes. – **5 points**

(b) Appointed bankers(2 Points)

- Name and contacts of appointed bankers. **(1 Point)**
- Letter of authority from the bidder authorizing Export Processing Zones Authority to seek reference from the appointed bankers (**1 Points**)

(c) References (20 Points)

Attach letters of recommendation from referees

- Five letters – **(4 Points each)**
- Less than five letters – **(Pro rate)**

Please note that LPO's or award letters shall not be treated as reference letters. Proper recommendation from satisfied clients for work performed or services provided shall be required.

OTHER REQUIREMENTS (Total 13 Marks)

(d) Information regarding any litigation, current or during the last five years, in which the tenderer is involved, the parties concerned and disputed amount. If none, state so – 3 Point. If none, score is zero.

(e) Provide actual turn-around time for settling claims (attach evidence) – (Maximum 10 points for shortest turnaround time – prorate for less as below)

Present the total number falling within the limits given below:

1. 1 – 15 days – 10 points
2. 16 – 30 days – 5 points
3. 31 – 45 days – 3 points
4. 46 – 60 days – 2 points
5. Beyond 60 days – 1 point

Note:

EPZA reserves the right to carry out independent confirmations either from the clients or hospitals and should any tenderer be found to have given false information shall have their tender rejected.

Only tenderers scoring a minimum of 80% of the total technical score (stage two) shall proceed to stage three for financial comparisons.

Conditions for award: - A tenderer shall be deemed to be the lowest evaluated if the tenderer has the **highest combined scores** after technical and financial evaluation. The Technical Score (TS) shall have a weighted score of 80% while the Financial Score (FS) shall have a weighted score of 20%.

Poor past performance by any underwriter will lead to automatic disqualification. This will be based on poor rating by members of staff of Export Processing Zones Authority from previous service level satisfaction surveys.

STAGE THREE

4.4. Financial (Premium) Comparison and checking for arithmetic errors if any

Financial evaluation: - Checking for arithmetical errors and price comparison. The lowest tender figure from among the Bidders who qualify at the technical stage (75% and above) will be used as a base value for the calculation of the weighted score for each bidders using the weight 'F' shown above as follows:-

$$\frac{LTF}{TF} \times F = FS$$

Where, TF is the , tender figure under consideration, LTF is the lowest tender figure, F is the allocated weight for financial evaluation (20%) and FS is the weighted financial score.

STAGE FOUR – RECOMMENDATION(S)

Bidders with the highest combined scores (CS) will be recommended for award i.e. $T+F=1(CS)$ subject to the above stated conditions for award

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

Reference of general conditions of contract	Special condition of contract
3.6 Performance security	Applicable as provided for in the tender document
3.7 Delivery of Services	The contract period shall be one (1) years

SECTION V - SCHEDULE OF REQUIREMENTS

Notes for preparing Schedule of Requirements.

1. The schedule of Requirements shall be included in the tender Documents by the procuring entity and shall cover, at the minimum, a description of the insurance cover to be provided and full particulars of the same.
2. The objectives of the schedule of requirements is to provide sufficient information to enable tenderers to prepare their tenders comprehensively, efficiently and accurately. In particular the price schedule for which a form is provided in Section VI must be carefully completed.
3. In addition, the schedule of requirements together with the price schedule should serve as a basis in the event of services variation at the time of award of contract pursuant to instruction to tenderers paragraph 2.26

SECTION V -SCHEDULE OF REQUIREMENTS

TERMS OF REFERENCE FOR EPZA GPA AND WIBA INSURANCE COVER

EPZA would like to engage an insurance Company to provide Group Personal Accident Cover (Both staff and Board of Management), WIBA and Public Liability cover for 165 staff and 13 Board of Management members.

Benefits will be payable during the period of cover for existing employees of EPZA, Board, Casuals and Visitors during the contract period where appropriate.

QUALIFICATION OF THE SERVICE PROVIDER

- i. Must be registered with the Insurance Regulatory Authority (IRA) as an **‘INSURANCE UNDERWRITER’ or INSURANCE BROKER** for the current year and a copy of the current license must be submitted as evidence.
- ii. Must be a member of the Association of Kenya Insurers (AKI) (attach evidence).
- iii. Must have done Annual Gross premiums in previous year (2016) of at least Kshs. 20 million for brokers and 40 Million for Underwriters. Must have a paid up capital of at least Kshs. 40 Million and 70 million for Brokers and Underwriters respectively.
- iv. Must give evidence of experience in provision of similar services and magnitude in the last 3 (three) years of at least 5 (five) reputable clients and the total clients premiums. Details of services underway or contractually committed, and names and addresses of clients/References who may be contacted for further information on those contracts should also be provided.
- v. Must provide a list and evidence of five (5) clients with premiums of Ksh. 3 million and above.
- vi. Must provide proof of credit worthiness from the firm’s bankers. A letter from the bankers commenting on the service provider’s credit worthiness is required as evidence.
- vii. Must submit evidence on financial standing such as profit and loss statements and audited accounts for the past 3 years (2014, 2015 and 2016) signed by the auditor(s) who are approved by Institute of Public Accountants of Kenya(ICPAK) for determining solvency and liquidity of the Insurance Company.
- viii. Must provide qualifications and experience in insurance matters of at least 3 (three) key members of staff who will be involved in managing the EPZA Group Personal Accident and Work Injury Benefits Act Insurance schemes.
- ix. Must submit copies of the following documents:-
 - a) PIN Certificate
 - b) VAT Certificate
 - c) Valid Tax Compliance Certificate 2017
 - d) Certificate of Registration/Incorporation

- x. Must provide information regarding litigation in which the insurance Company is in, the parties concerned and the disputed amount. If not in litigation, a signed and stamped statement from the insurer must be provided.
- xi. Must provide extra benefits coming with the proposed cover

COVER DETAILS

Period of Cover	1 st July 2017 – 30 th June 2018
Renewal of Cover	For a further one (1) year at the discretion of EPZA and will be subject to satisfactory performance by the service provider
Time of cover	365 days
No. of employees	179
Estimated annual salary	KES 234,384,024.00
No. of Board Members	14
Estimated annual remuneration	KES 6,000,000
Scope of cover	Cover to employees and board members (Subject to the list provided by EPZA)

THE INFORMATION REQUIRED INCLUDES:

A- LAST EXPENSE COVER

- (i) In the event of the death of a Member

B- GROUP PERSONAL ACCIDENT and (WIBA)

- Medical expenses cover in case of admission due to an accident.
- Include death arising from accidents for staff and board members.
- Sum assured payable on the death of life assured.
- Accumulation limit and cancellation if a member of staff was to separate/join during the subsistence of the cover
- Tabulate amounts payable for various percentage payable on injury/disablement.
- Provide claims settlement rates under all covers

C- OUT OF STATION

- Once in a while EPZA staff may be required to perform their duties out of station or travel within the country or overseas to attend trainings, seminars or workshops. Provision for such cases should be included in the proposal.

D- EXCLUSIONS

- The Provider should clearly state all exclusions in the proposed cover

E- AGE ELIGIBILITY

- Zero – maximum age

Objective of the Cover

The primary objective of the cover is to provide Group Personal Accident (GPA) and Work Injury Benefit Act (WIBA) to EPZA staff to ensure that staff are compensated in case of the accidents, temporary and permanent disability and injury.

SCOPE

A. Group Personal Accident & Work Injury Benefits Act Policy.

To provide compensation on death or disability resulting from accidents or accidental body injury or occupational illness sustained by any of the EPZA members of staff any time during the period of insurance whilst in employment of Export Processing Zones Authority.

Number of lives: 183, Estimated annual earnings: Kshs. 240,384,024.00

BENEFITS:-

1. Group Personal Accident 13 Directors

	Sum Assured (KShs.)
Death	: 6,000,000
Permanent Total Disability	: 6,000,000
Temporary Total Disability	: 1,000,000
Medical Expenses	: 200,000
Funeral expenses	: 100,000
Annual Gross Earnings	: 6,000,000

2. Group Personal Accident (Non Occupational Risks) 168 Staff & CEO

1. Death	: 8 Years Gross Salary
2. Permanent Total Disability	: 8 Years Gross Salary
3. Temporary Total Disability	: Actual weekly earnings up to a Maximum 52 weeks.
4. Medical expenses	: Kshs.200,000/= per member
5. Funeral expenses	: Ksh.100,000.00 each
6. Annual Gross Earnings	: Ksh. 234,384,024.00

B. Work Injury Benefits Act (Occupational Risks) for 200 lives & CEO, Directors, casuals and visitors

1. Death	: 8 Years Gross Salary
2. Permanent Total Disability	: 8 Years Gross Salary
3. Temporary Total Disability	: Actual weekly earnings up to a Maximum 52 weeks.
4. Medical expenses	: Kshs.200,000/= per member
5. Funeral expenses	: Ksh.100,000.00 each
6. Annual Gross Earnings	: Ksh. 250,000,0004.00

Expected Output

A. Structure and obt **QUALIFICATION OF THE SERVICE PROVIDER**

- xii. Must be registered with the Insurance Regulatory Authority (IRA) as an '**INSURANCE UNDERWRITER' or INSURANCE BROKER** for the current year and a copy of the current license must be submitted as evidence.
- xiii. Must be a member of the Association of Kenya Insurers (AKI) (attach evidence).
- xiv. Must have done Annual Gross premiums in previous year (2016) of at least Kshs. 30 million for brokers and 50 Million for Underwriters. Must have a paid up capital of at least Kshs. 50 Million and 100 million for Brokers and Underwriters respectively.
- xv. Must give evidence of experience in provision of similar services and magnitude in the last 3 (three) years of at least 5 (five) reputable clients and the total clients premiums. Details of services underway or contractually committed, and names and addresses of clients/References who may be contacted for further information on those contracts should also be provided.
- xvi. Must provide a list and evidence of five (5) clients with premiums of Ksh. 3 million and above.
- xvii. Must provide proof of credit worthiness from the firm's bankers. A letter from the bankers commenting on the service provider's credit worthiness is required as evidence.
- xviii. Must submit evidence on financial standing such as profit and loss statements and audited accounts for the past 3 years (2014, 2015 and 2016) signed by the auditor(s) who are approved by Institute of Public Accountants of Kenya(ICPAK) for determining solvency and liquidity of the Insurance Company.
- xix. Must provide qualifications and experience in insurance matters of at least 3 (three) key members of staff who will be involved in managing the EPZA Group Life Cover scheme.
- xx. Must submit copies of the following documents:-
 - e) PIN Certificate
 - f) VAT Certificate
 - g) Valid Tax Compliance Certificate 2017
 - h) Certificate of Registration/Incorporation
- xxi. Must provide information regarding litigation in which the insurance Company is in, the parties concerned and the disputed amount. If not in litigation, a signed and stamped statement from the insurer must be provided.
- xxii. Must provide extra benefits coming with the proposed cover
 - (a) an optimum policy covers for the beneficiaries in accordance with the documents submitte;
 - (b) Analyze and review the policy document and endorsements to confirm completeness before forwarding the same to EPZA;
 - (c) Immediate take up of risks from EPZA on the commencement date of the contract;
 - (d) Ensure proper and efficient claim administration; and
 - (e) Take part in quarterly meetings with the Client in review of performance of contractual obligations.

	CLASS POLICY	SUM INSURED (KSHS)	SUMMARY OF COVER
B	BURGLARY	Kshs. 67,495,002 Cover to include excess waiver	Loss or damage to property insured as a result of forcible and or violent entry/exit from the premises declared. Interests and sum insured on furniture, fixtures and fittings, and all office equipment, stationery and any other miscellaneous contents not specified etc belonging to Export Processing Zones Authority pertaining to Export Processing Zones Authority routine obligations On Office furniture, fixtures and fittings and all other contents including refrigerators , water machines, carpets and curtains etc
C	MONEY INSURANCE Geographical Limit: Anywhere within Republic of Kenya	Estimated Annual Carry Kshs.50,000,000.00 -Personal Accident assault extension clause - Money in transit – Kshs. 5,000,000 -Money in during business hours – Kshs. 5,000,000 -Money in locked safe/strong room - Kshs. 5,000,000 Cover to include excess Waiver	-Loss of money from any cause and loss of or damage to safe caused by burglars. Theft of money from safe/strong rooms. Definition of money -Cash, Bank and Currency Notes, Cheques (Whether crossed or open) Postal Orders, Money Orders, Current Postage and Revenue Stamps, NHIF Stamps, Travelers' Cheques, Foreign Currency and any documents exchangeable for cash at their face value.
D	FIDELITY GUARANTEE	Employees handling cash – Kshs.5,000,000.00 -Cover to include discovery period of twelve (12) months - Cover to include excess waiver	In respect of all pecuniary loss as result of infidelity of employees -Limits -5,000,000 Any one person -5,000,000 Any one period
E	MOTOR	Kshs. 5,306,050.00Total	-Third Party Persons: Unlimited

	COMMERCIAL– TRACTOR, KAR 737L- 1,506,050 KCD 197G -3,800,000	Sum Insured -Cover to include riot and strike -Cover to include terrorism -Cover to include infama services for Towing -Cover to include excess Waiver	-Third Party Property: Kshs.2,000,000 -Increase cost/charge of towing limit -Include use by motor trade
F	ELECTRONIC EQUIPMENT COMPUTERS	Kshs.19,815,743.00 – Total Sum Insured Cover to include excess waiver	Loss or damage to machinery declared by any accidental cause whilst working, at rest, dismantling or assembly for maintenance, movement or repair
G	MOTORCYCLES – COMPREHENSIVE	Kshs.1,164,400.00 -Third Party Persons: Unlimited -Third Party Property:Kshs.1,000,000.00 -Cover to include riot and strike -Cover to include Terrorism -Cover to include excess waiver -Cover to include use by motor trade	-KBU 476T,YAHAMA- Kshs.115,740 -KBU 477T,YAHAMA- Kshs.115,740 -KBU 478T,YAMAHA- Kshs.115,740 -KBU 479T,YAMAHA- Kshs.115,740 -KBU 480T,YAMAHA- Kshs.115,740 -KBU 481T,YAMAHA- Kshs.115,740 -KBU 482T,YAMAHA- Kshs.115,740 -KBU 483T,YAMAHA- Kshs.115,740 -KBU 484T,YAMAHA- Kshs.115,740 -KBU 485T,YAMAHA- Kshs.115,740 -KCD 024G YAMAHA- Kshs. 90,000 -KCD 025G, YAMAHA- Kshs. 90,000 -KAN 711U,YAMAHA- Kshs.3,000 TOTAL SUM INSURED : Kshs. 1,164,400.00
H	MOTOR PRIVATE – COMPREHENSIVE	- Total Sum Insured Kshs. 26,957,843.00 -Third party persons: unlimited -Third party property –Kshs. 20,000,000 -Passenger Liability –Kshs. 20,000,000 per person -Kshs.20,000,000 per event -Passenger/Legal liability to passengers -Increase cost/charge of	-KBU 291T,TOYOTA PRADO - Kshs.6,999,063.00 -KBU 294T,TOYOTA COROLLA- Kshs.3,147,660.00 -KBU 295T,TOYOTA COROLLA - Kshs.3,147,660.00 -KBW 028V, TOYOTA PRADO – Kshs.8,469,800.00 -KBU 300T, TOYOTA COROLLA – Kshs.3,147,660.00 -KBW 626V, TOYOTA COROLLA - Kshs.3,060,000.00

		towing limit -Radio/Radio Cassette- Kshs. 50,000 -Windscreen – Kshs. 50,000 -Cover to include excess waiver -Cover to include riot and strike -Cover to include terrorism -Cover to include use by motor trade -Cover to include infama services	-KBW 627V, TOYOTA COROLLA- 3,060,000.00 -KBW 628V, TOYOTA COROLLA - 3,060,000.00 -KBU 298T, TOYOTA DOUBLE CAB PICK-UP –Kshs4,000,000.00 -KBU 298T, TOYOTA DOUBLE CAB PICK-UP –Kshs4,000,000.00 -Total Sum Insured Kshs. 42,092,780.00
I	FIRE AND PERILS	Kshs. 809,847,338.09 Total Sum Insured Cover with no deductible applicable	Indemnity for loss of damage as a result of fire and related perils Loss of damage from all types of lightening, explosion, earthquake(fire, shock and volcanic eruption) riot and strike, malicious damage and all special perils as per policy bush, fire, spontaneous combustion, subterranean fore, bursting of water pipes and tanks, aircraft devices, impact from aerial devices to buildings occasioned by Export Processing Zones Authority peril on office furniture and equipment including fixtures and fittings, stationery, workshop equipment and stocks and materials including spares of any description and all other miscellaneous contents or property belonging to the Export Processing Zones Authority or held by them in trust.
J	ALL RISKS INSURANCE – OFFICE EQUIPMENT AND OFFICE FURNITURE	-Equipment – Kshs.16,524,999.00 -Furniture – Kshs.25,878,144.00 -Cover to include excess waiver	All risks of loss/damage to the property described, as office equipment
K	EARTH QUAKE	-Kshs. 1,751,581,213.00 -Cover with no deductible applicable	Indemnity for loss or damage as a result of Earth quake On water reservoir at beacon ranch,

			elevated tank at Kitengela, borehole at Mlolongo, Roads and all buildings
L	CORPORATE TRAVEL INSURANCE	Employees (Approx. 30 employees) Who will be travelling within one year	Cover for specified employees/persons for medical expenses incurred and/or loss of personal items whilst travelling overseas for a period up to 3 months
M	COMMERCIAL VEHICLE COMPREHENSIVE	-Total Sum Insured: Kshs.15,457,900.00 -Third party property –Kshs. 20,000,000 -Passenger Liability – Kshs. 20,000,000 per person Kshs. 20,000,000 per event -Incase cost/charge of towing limit -Passenger /legal liability to passengers -Radio/Radio Cassette- Kshs 50,000.00 -Windscreen – kshs 50,000.00 -Cover to include excess waiver -Cover to include riot and strike -cover to include terrorism -cover to include Infama services -Cover to include motor trade	KBU 296T – Kshs. 2,757,900.00 KCD 424G–Kshs. 5,600,000.00 KCD 196G – Kshs. 6,800,000.00 40UN 93K – Kshs. 300,000.00
N	Last expense for dependants	10 Lives @ 200,000	Indemnity for the death of biological parents, children and spouse.

SECTION VI- STANDARD FORMS

Notes on the standard Forms

1. Form of TENDER - The form of tender must be completed by the tenderer and submitted with the tender Documents. It must also be duly signed by duly authorized representatives of the tenderer.

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

3. Contract Form - The contract form shall not be completed by the tenderer at the time of submitting the tender. The contract form shall be completed after contract award and should incorporate the accepted contract price.

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

5. Tender Security Form - When required by the tender document the tenderer shall provide the tender security either in the form included hereinafter or in another format acceptable to the procuring entity.

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

Form of tender

To:
Name and address of procuring entity

Date

Tender No.
Tender Name

Gentlemen and/or Ladies:-

1. Having examined the tender Documents including Addenda No. (Insert numbers) the receipt of which is hereby duly acknowledged, we the undersigned, offer to provide Insurance Services under this tender in conformity with the said tender document for the sum of
.....[Total tender amount in words and figures]
or such other sums as may be ascertained in accordance with the Schedule of Prices attached herewith and made part of this tender.

2. We undertake, if our tender is accepted, to provide the Insurance Cover Services in accordance with the conditions of the tender.

3. We agree to abide by this tender for a period of[number] days from the date fixed for tender opening of the Instructions to tenderers, and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

4. This tender, together with your written acceptance thereof and your notification of award, shall constitute a Contract between us subject to the signing of the contract by both parties.

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

Dated this _____ day of _____ 2016

[Signature] [In the capacity of]
Duly authorized to sign tender for and on behalf of _____

Contract Form

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

WHEREAS the Procuring entity invited tenders for the GPA cover and has accepted a tender by the tenderer for the supply of the services in the sum of _____
_____ [contract price in words in figures] (hereinafter called “the Contract Price”).

NOW THIS AGREEMENT WITNESSTH AS FOLLOWS:-

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Agreement, viz:
 - (a) the tender Form and the Price Schedule submitted by the tenderer;
 - (b) the Schedule of Requirements
 - (c) the Details of cover
 - (d) the General Conditions of Contract
 - (e) the Special Conditions of Contract; and
 - (f) the Procuring entity’s Notification of Award
3. In consideration of the payments to be made by the Procuring entity to the tenderer as hereinafter mentioned, the tenderer hereby covenants with the Procuring entity to provide the GPA cover and to remedy defects therein in conformity in all respects with the provisions of the Contract.
4. The Procuring entity hereby covenants to pay the tenderer in consideration of the provision of the services and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the contract at the times and in the manner prescribed by the contract.

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

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

CONFIDENTIAL BUSINESS QUESTIONNAIRE – Appendix A

SUPPLIER IDENTIFICATION

Legal Name of Firm _____

Post Office Box Number _____

City/Town: _____ Country: _____

Physical location of business premises _____

Plot No: _____

Name of Building and Floor: _____

Telephone _____ numbers: _____

Fax _____ number _____ (s)

Mobile phone number(s): _____

Out of hours telephone numbers: _____

Email address: _____

Name of contact person: _____ Title: _____

Current license number: _____ Expiry Date: _____

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

2.0 ORGANIZATION AND BUSINESS INFORMATION

2.1 MANAGEMENT PERSONNEL

2.1.1 Company/ Board Chairman

2.1.2 Company/Board Secretary

2.1.3 General Manager

2.1.4 Finance Manager

2.1.5 Others (specify)

2.2 Partnership (if applicable)

NAME	NATIONALITY	SHARES HELD

2.3 Sole Proprietor

Name in full _____ Age: _____

Nationality _____

2.4 Date of start or founding or incorporation of business

2.5 Present Management of business

2.6 Net worth in equivalent Kshs.

2.7 Bank reference and address

2.8 Bonding Company reference and address

2.9 Brief summary of the main fields of activities of the firm

3.0 BUSINESS REFEREES

3.1 Name of Company _____
 Address _____
 Telephone Number _____
 Contact person _____

3.2 Name of Company _____
 Address _____
 Telephone Number _____
 Contact person _____

3.3 Name of Company _____
 Address _____
 Telephone Number _____
 Contact person _____

4.4 Name of Company _____
 Address _____
 Telephone Number _____
 Contact person _____

4.5 Name of Company _____
 Address _____
 Telephone Number _____
 Contact person _____

4.0 RELIABILITY

Prospective bidders must have successfully provided insurance services to at least 5 major clients in the last 3 years. The details of the clients will be entered here below and supporting letters (from the said institutions) submitted along with the tender Document.

Company name _____

Signed by (names) _____

Signature _____ Date _____

Job title/ Position _____

Official stamp/seal _____

5.0 CHECK LIST FOR DOCUMENTS REQUIRED

Please attach certified copies of the following documents together with others relevant to your participation in this pre-qualification exercise:

- a) Certificate of incorporation/ certificate of registration
- b) VAT registration certificate
- c) Pin registration certificate
- d) Updated/current business license
- e) Letters of reference from clients (at least 5 clients)
- f) Audit Accounts for the last three years/ Bank reference
- g) Service delivery policy
- h) Abstract of services available with premium prices
- i) Tax compliance Certificate from Kenya Revenue Authority.

TENDER SECURITY FORM

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

KNOW ALL PEOPLE by these presents that WE [*name of bank*] of [*name of country*], having our registered office at [*name of procuring entity*] (hereinafter called <the procuring entity> in the sum of [*state the amount*] for which payment well and truly to be made to the said procuring entity, the Bank binds itself, its successors, and assigns by these presents. Sealed with the Common Seal of the said Bank this _
_____ day of _____ 20 _____

THE CONDITIONS of this obligation are:-

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

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

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

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

PERFORMANCE SECURITY FORM

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

WHEREAS *[name of tenderer]*
(Hereinafter called "the tenderer") has undertaken, in pursuance of Contract No. ____
_____ *[reference number of the contract]* dated _____ 20 _____
_____ to supply
[description of insurance services] (Hereinafter called "the Contract")

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

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

THEREFORE WE hereby affirm that we are Guarantors and responsible to you, on behalf of the tenderer, up to a total of
[amount of the guarantee in words and figures], and we undertake to pay you, upon your first written demand declaring the tenderer to be in default under the Contract and without cavil or argument, any sum of money within the limits of *[Amount of guarantee]* as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

This guarantee is valid until the _____ day of _____ 20 ____
Signature and seal of the Guarantors

[Name of bank of financial institution]

[Address]

[Date]

(Amend accordingly if provided by Insurance Company)

LETTER OF NOTIFICATION OF AWARD

Address of Procuring Entity

To: _____

RE: Tender No. _____

Tender Name _____

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

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

(FULL PARTICULARS) _____

SIGNED FOR ACCOUNTING OFFICER

FORM RB 1
REPUBLIC OF KENYA
PUBLIC PROCUREMENT ADMINISTRATIVE REVIEW BOARD

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

BETWEEN

.....APPLICANT

AND

.....RESPONDENT (*Procuring Entity*)

Request for review of the decision of the..... (*Name of the Procuring Entity*)
ofdated the...day of20.....in the matter of tender
No.....of20...

REQUEST FOR REVIEW

I/We.....,the above named Applicant(s), of address: Physical address.....Fax No.....Tel. No.....Email, hereby request the Public Procurement Administrative Review Board to review the whole/part of the above mentioned decision on the following grounds , namely:-

- 1.
- 2.
- etc.

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

- 1.
- 2.
- etc

SIGNED(Applicant)

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

FOR OFFICIAL USE ONLY

Lodged with the Secretary Public Procurement Administrative Review Board on day of20.....

SIGNED
Board Secretary

DECLARATION FORM

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

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

1. THAT I am the Chief Executive/Managing Director/Principal Officer/Director of (name of the Company) who is a Bidder in respect of **Tender No.** To supply goods, render goods and/or carry out works for Export Processing Zones Authority and duly authorized and competent to make this statement.

2. THAT the aforesaid Bidder has not been debarred from participating in procurement proceeding under Part IX.

3. THAT the aforesaid Bidder will not engage in any corrupt practice and has not been requested to pay any inducement to any member of the Board, Management, Staff and/or employees and/or agents of Export Processing Zones Authority, which is EPZA.

4. THAT the aforesaid Bidder, its servants and/or agents have not offered any inducement to any member of the Board, Management, Staff and/or employees and/or agents of Export Processing Zones Authority.

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

.....
(Title)

.....
(Signature)

.....
(Date)

