



**EXPORT PROCESSING ZONES AUTHORITY
P.O BOX 50563 – 00200
NAIROBI**

TENDER NO.8/2017- 2018

**PROVISION OF GROUP LIFE INSURANCE AND LAST EXPENSE COVER FOR EXPORT
PROCESSING ZONES EMPLOYEES FOR FINANCIAL YEAR 2017-2018**

(june 2017)

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SECTION I .TENDER NOTICE

Date: 5th june, 2017

TENDER NO. 8/2016-2017 FOR PROVISION OF GROUP LIFE INSURANCE AND LAST EXPENSE FOR 2017-2018 FINANCIAL YEAR.

The **EXPORT PROCESSING ZONES AUTHORITY** invites sealed bids from eligible and competent Insurance firms for the Provision of Group Life and Last Expense Insurance Cover.

Tender Documents detailing the requirements may be obtained from Export Processing Zones Authority, Administration Building on 1st floor during normal working hours.

Bid documents shall be accompanied by the following **Mandatory (Statutory)** requirements for preliminary evaluation:-

- i. Must be registered with the Insurance Regulatory Authority (IRA) as an **'INSURANCE UNDERWRITER'** 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 (2015) of at least Kshs. 200 million. Must have a paid up capital of at least Kshs. 300 million.
- iv. Must give evidence of experience in provision of similar services and magnitude in the last 3 (three) years of at least 10 (ten) 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.5 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 (2013, 2014 and 2015) 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 Life Cover scheme.
- 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

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 the bid.

Completed Bid documents in a plain sealed outer envelope enclosing separately sealed envelopes (in "**Original**" and "**Copy**") **all** clearly marked **Tender No. 8/2016-2017 – Provision of Group Life Insurance for the 2017-2018 Financial year** as per instructions in the TENDER documents and addressed to:

**THE CHIEF EXECUTIVE OFFICER
EXPORT PROCESSING ZONES AUTHORITY
P.O. Box 50563 - 00200
NAIROBI.**

Should be deposited in the Quotation Box situated on the Ground floor, Administration Building, EPZ Athi River **on or before 22th june 2017 at 12.00 Noon** TENDER documents will be opened immediately thereafter at the Conference Room on ground floor 1st floor, Export Processing Zones Authority in the presence of Bidders representatives who choose to attend.

SECTION II - INSTRUCTIONS TO BIDDERS

2.1. Eligible bidders

- 2.1.1 This Invitation for TENDER is open to all bidders eligible as described in the Appendix to Instructions to bidders. Successful bidders shall provide the services required for the stipulated duration from the date of commencement (hereinafter referred to as the term) specified in the bid documents.
- 2.1.2 Export Processing Zones Authority employees, Board of Directors and their relatives (spouse and children) are not eligible to participate in the bid unless where specially allowed under section 131 of the Act.
- 2.1.3 Bidders shall provide the qualification information statement that the bidder (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 Export Processing Zones Authority 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 bids.
- 2.1.4 Bidders involved in corrupt or fraudulent practices or debarred from participating in public procurement shall not be eligible.

2.2 Cost of Bidding

- 2.2.1 The Bidders shall bear all costs associated with the preparation and submission of its bid, and the Export Processing Zones Authority, will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process
- 2.2.2 Export Processing Zones Authority shall allow the bidder to review the TENDER document free of charge before purchase.

2.3 Contents of TENDER Document

- 2.3.1 The TENDER's documents comprise the documents listed below and addenda issued in accordance with clause 2.5 of these instructions to bidders.
 - a) Instructions to Bidders
 - b) General Conditions of Contract
 - c) Special Conditions of Contract
 - d) Schedule of Requirements
 - e) Details of Insurance Cover
 - f) Form of Tender
 - g) Price Schedules
 - h) Contract Form
 - i) Confidential Business Questionnaire Form
 - j) Bid security Form
 - k) Performance security Form

- l) Insurance Company's Authorization Form
- m) Declaration Form

2.3.2 The Bidder is expected to examine all instructions, forms, terms and specifications in the TENDER's documents. Failure to furnish all information required by the TENDER's documents or to submit TENDER not substantially responsive to the TENDER documents in every respect will be at the bidders risk and may result in the rejection of its bid

2.4 Clarification of TENDER's Documents

2.4.1 A Candidate making inquiries of the TENDER documents may notify the Export Processing Zones Authority by post, fax or by email at the Export Processing Zones Authority's address indicated in the Invitation for bids. The Export Processing Zones Authority 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 bids prescribed by the Export Processing Zones Authority. Written copies of the Export Processing Zones Authority 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 Export Processing Zones Authority shall reply to any clarifications sought by the bidder within 3 days of receiving the request to enable the bidder to make timely submission of its bid.

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

2.5 Amendment of TENDER's Documents

2.5.1 At any time prior to the deadline for submission of the bids, the Export Processing Zones Authority, for any reason, whether at its own initiative or in response to a clarification requested by a prospective bidder may modify the bid documents by issuing an addendum.

2.5.2 All prospective bidders who have obtained the TENDER'S 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 bidders reasonable time in which to take the amendment into account in preparing their bids, the Export Processing Zones Authority, at its discretion, may extend the deadline for the submission of bids.

2.6 Language of Bids

2.6.1 The bid Prepared by the bidder as well as all correspondence and documents relating to the bid exchanged by the bidder and the Export Processing Zones Authority, shall be written in English language. Any printed literature furnished by the bidder 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 bid, the English translation shall govern.

2.7. Documents Comprising the Bid

2.7.1 The bid prepared by the bidder shall comprise the following components:

- a) A Bid 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 bidder is eligible to bid and is qualified to perform the contract if its bid is accepted;
- c) Bid security furnished in accordance with paragraph 2.12 (if applicable)
- d) Declaration Form.

2.8. Form of Tender

2.8.1 The Bidder shall complete the Tender Form and the Price Schedule furnished in the TENDER'S documents, indicating the services to be provided.

2.9. Bid Prices

2.9.1 The Bidder shall indicate on the form of tender and the appropriate Price Schedule the unit prices and total bid 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, VAT and other taxes payable.

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

2.10. Bid Currencies

Prices shall be quoted in Kenya Shillings

2.11. Bidders Eligibility and Qualifications

Pursuant to paragraph 2.1 the Bidder shall furnish, as part of its bid, documents establishing the bidder's eligibility to bid and its qualifications to perform the contract if its bid is accepted.

The documentary evidence of the bidder's qualifications to perform the contract if its bid is accepted shall establish to the Export Processing Zones Authority's satisfaction that the bidder has the financial and technical capability necessary to perform the contract.

2.12. Bid Security

- 2.12.1 The bidder shall furnish, as part of its bid, a bid security for the amount and form specified in the Appendix to Instructions to Bidders.
- 2.12.2 The bid security shall be nil
- 2.12.3 The Bid security is required to protect the Export Processing Zones Authority against the risk of Bidder's conduct which would warrant the security's forfeiture, pursuant to paragraph 2.12.7
- 2.12.4 The Bid security shall be denominated in Kenya Shillings or in another freely convertible currency, and shall be in the form of a bank guarantee or a bank draft issued by a commercial bank holding a current licence from the Central Bank of Kenya, in the form provided in the tender documents or any other form acceptable to Export Processing Zones Authority and valid for thirty (30) days beyond the validity date of the tender
- 2.12.5 Any Bid not secured in accordance with paragraph 2.12.1. and 2.12.3 shall be rejected by the Export Processing Zones Authority as non-responsive, pursuant to paragraph 2.20.5
- 2.12.6 Unsuccessful Bidder's bid security will be discharged or returned as promptly as possible but not later than thirty (30) days after the expiration of the period of bid validity
- 2.12.7 The successful Bidder's bid security will be discharged upon the bidder signing the contract, pursuant to paragraph 2.29, and furnishing the performance security, pursuant to paragraph 2.30
- 2.12.8 The bid security may be forfeited:
- (a) If a bidder withdraws its bid during the period of bid validity.
 - (b) In the case of a successful bidder, if the bidder fails:
To sign the contract in accordance with paragraph 2.28 or to furnish performance security in accordance with paragraph 2.29
 - (c) If the bidder reject correction of an arithmetic error in the bid.

2.13 Validity of Bidders

- 2.13.1 Bids shall remain valid for 90 days after date of bid opening pursuant to paragraph 2.18. A bid valid for a shorter period shall be rejected by the Export Processing Zones Authority as non-responsive.
- 2.13.2 In exceptional circumstances, the Export Processing Zones Authority may solicit the Bidder's consent to an extension of the period of validity. The request and the responses thereto shall be made in writing. The bid security provided under

paragraph 2.12 shall also be suitably extended. A bidder granting the request will not be required nor permitted to modify its bid.

2.14. Format and Signing of Bidders

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

2.15 Sealing and Marking of Bidders

- 2.15.1 The bidder shall seal the original and the copy of the bid in separate envelopes, duly marking the envelopes as "TENDER'S" and "TENDER'S". The envelopes shall then be sealed in an outer envelope.
- 2.15.2 The inner and outer envelopes shall:
 - (a) Be addressed to the Export Processing Zones Authority at the address given in the Invitation to Bid.
 - (b) Bear bid number and name in the invitation to bid and the words, "DO NOT **OPEN BEFORE 22th june 2017at 12.00 Noon.**
- 2.15.3 The inner envelopes shall also indicate the name and address of the bidder to enable the bid to be returned unopened in case it is declared "late".
- 2.15.4 If the outer envelope is not sealed and marked as required by paragraph 2.15.2, the Export Processing Zones Authority will assume no responsibility for the bid's misplacement or premature opening.

2.16 Deadline for Submission of Bids

- 2.17 Bids must be received by the Export Processing Zones Authority at the address specified under paragraph 2.15.2 not later than **22th june 2017at 12.00 Noon**
- 2.17.1 Export Processing Zones Authority may, at its discretion, extend this deadline for the submission of bids by amending the bid documents in accordance with paragraph 2.5.3 in which case all rights and obligations of the Export Processing Zones Authority and bidders previously subject to the deadline will thereafter be subject to the deadline as extended.
- 2.17.2 Bulky bids which will not fit the bid box shall be received by the Export Processing Zones Authority as provided for in the appendix on page 16.

2.17. Modification and Withdrawal of Bids

- 2.17.1 The bidder may modify or withdraw its bid after the bid's submission, provided that written notice of the modification, including substitution or withdrawal of the bids, is received by the Export Processing Zones Authority prior to the deadline prescribed for submission of bids.
- 2.17.2 The Bidder'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 bids.
- 2.17.3 No bid may be modified after the deadline for submission of bids.
- 2.17.4 No bid may be withdrawn in the interval between the deadline for submission of bids and the expiration of the period of bid validity. Withdrawal of a bid during this interval may result in the Bidder's forfeiture of its bid security, pursuant to paragraph 2.12.7.

2.18 Opening of Bids

- 2.18.1 The Export Processing Zones Authority will open all bids in the presence of bidders' representatives who choose to attend, at **22th june 2017 at 12.00 Noon** and in the location specified in the invitation for bids. The bidders' representatives who are present shall sign a register evidencing their attendance.
- 2.18.2 The bidders' names, bid modifications or withdrawals, bid prices, discounts, and the presence or absence of requisite bid security and such other details as Export Processing Zones Authority, at its discretion, may consider appropriate, will be announced at the opening.
- 2.18.3 Export Processing Zones Authority will prepare minutes of the bid opening, which will be submitted to bidders that signed the bid opening register and will have made the request.

2.19 Clarification of Bids

- 2.19.1 To assist in the examination, evaluation and comparison of bids the Export Processing Zones Authority may, at its discretion, ask the bidder for a clarification of its bid. The request for clarification and the response shall be in writing, and no change in the prices or substance of the bid shall be sought, offered, or permitted.

2.19.2 Any effort by a bidder to influence Export Processing Zones Authority in the bid evaluation, bid comparison or contract award decisions shall result in the rejection of the Bidder's bid.

2.20 Preliminary Examination and Responsiveness

2.20.1 Export Processing Zones Authority will examine the bids 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 bids are generally in order.

2.20.2 Arithmetical errors will be rectified on the following basis.

(a) 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.

(b) If the candidate does not accept the correction of the errors, its bid will be rejected, and its bid security forfeited.

(c) If there is a discrepancy between words and figures, the amount in words will prevail

2.20.3 Export Processing Zones Authority may waive any minor informality or non-conformity or irregularity in a bid which does not constitute a material deviation provided such waiver does not prejudice or affect the relative ranking of any bidder.

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

2.20.5 If a bid is not substantially responsive, it will be rejected by the Export Processing Zones Authority and may not subsequently be made responsive by the bidder by correction of the non-conformity.

2.21. Conversion to single currency

2.21.1 Where other currencies are used, Export Processing Zones Authority will convert those currencies to Kenya Shillings using the selling exchange rate on the date of bid closing provided by the Central Bank of Kenya.

2.22. Evaluation and Comparison of Bids

2.22.1 Export Processing Zones Authority will evaluate and compare the bids which have been determined to be substantially responsive, pursuant to paragraph 2.20

2.22.2 Export Processing Zones Authority's evaluation of a bid will take into account, in addition to the bid price, the following factors, in the manner and to the extent indicated in paragraph 2.22.3.

- (a) Operational plan proposed in the bid;
- (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

- (i) Export Processing Zones Authority requires that the services under the Invitation for Bids shall be performed at the time specified in the Schedule of Requirements. Tenders' offering to perform longer than the Export Processing Zones Authority's required delivery time will be treated as non-responsive and rejected.

2.22.4 Deviation in payment schedule

Bidders shall state their bid price for the payment on schedule outlined in the special conditions of contract. Bids will be evaluated on the basis of this base price. Bidders are, however, permitted to state an alternative payment schedule and indicate the reduction in bid price they wish to offer for such alternative payment schedule. The Export Processing Zones Authority may consider the alternative payment schedule offered by the selected bidder.

2.22.5 The bid evaluation committee shall evaluate the bid within 30 days from the date of opening the bid.

2.23. Contacting Export Processing Zones Authority

2.23.1 Subject to paragraph 2.19 no bidder shall contact the Export Processing Zones Authority on any matter relating to its bid, from the time of the bid opening to the time the contract is awarded.

2.23.2 Any effort by a bidder to influence the Export Processing Zones Authority in its decisions on bid evaluation, bid comparison, or contract award shall result in the rejection of the Bidders' bid.

2.24 Post-qualification

2.24.1 The Export Processing Zones Authority will verify and determine to its satisfaction whether the bidder that is selected as having submitted the lowest evaluated responsive bid is qualified to perform the contract satisfactorily.

2.24.2 The determination will take into account the Bidder's financial and technical capabilities. It will be based upon an examination of the documentary evidence of the bidder's qualifications submitted by the bidder, pursuant to paragraph 2.11.2, as well as such other information as the Export Processing Zones Authority deems necessary and appropriate

2.24.3 An affirmative determination will be a prerequisite for award of the contract to the bidder. A negative determination will result in rejection of the Bidder's bid, in which event; Export Processing Zones Authority will proceed to the next lowest evaluated bid to make a similar determination of that Bidder's capabilities to perform satisfactorily.

2.25 Award Criteria

2.25.1 Subject to paragraph 2.29 the Export Processing Zones Authority will award the contract to the successful bidder whose bid has been determined to be substantially responsive and has been determined to be the lowest evaluated bid, provided further that the bidder is determined to be qualified to perform the contract satisfactorily.

2.25.2 To qualify for contract awards, the bidder 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 Export Processing Zones Authority's Right to accept or Reject any or all Bids

2.26.1 The Export Processing Zones Authority reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids at any time prior to contract award, without thereby incurring any liability to the affected bidder or bidders or any obligation to inform the affected bidder or bidders of the grounds for the Export Processing Zones Authority's action. If the Export Processing Zones Authority determines that none of the bids is responsive, the Export Processing Zones Authority shall notify each bidder who submitted a bid.

2.26.2 The Export Processing Zones Authority shall give prompt notice of the termination to the bidders and on request give its reasons for termination within 14 days of receiving the request from any bidder.

2.26.3 A bidder who gives false information in the bid 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.

2.27 Notification of Award

- 2.27.1 Prior to the expiration of the period of bid validity, the Export Processing Zones Authority will notify the successful bidder in writing that its bid 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 bidder and the Export Processing Zones Authority pursuant to clause 2.9. Simultaneously the other bidders shall be notified that their bids were not successful.
- 2.27.3 Upon the successful Bidder's furnishing of the performance security pursuant to paragraph 2.29 the Export Processing Zones Authority will promptly notify each unsuccessful Bidder and will discharge its bid security, pursuant to paragraph 2.12

2.28 Signing of Contract

- 2.28.1 At the same time as the Export Processing Zones Authority notifies the successful bidder that its bid has been accepted, the Export Processing Zones Authority will simultaneously inform the other bidders that their bids have not been successful.
- 2.28.2 Within fourteen (14) days of receipt of the Notification of Award, the successful bidder shall sign and date the acceptance of award and return it to the Export Processing Zones Authority.
- 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 bidder shall furnish the performance security in accordance with the Conditions of Contract, in a form acceptable to the Export Processing Zones Authority.
- 2.29.2 Failure by the successful bidder 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 bid security, in which event the Export Processing Zones Authority may make the award to the next lowest evaluated bid or call for new bids.

2.30 Corrupt or Fraudulent Practices

2.30.1 The Export Processing Zones Authority requires that bidders observe the highest standard of ethics during the procurement process and execution of contracts. A bidder shall sign a declaration that he has not and will not be involved in corrupt or fraudulent practices.

2.30.2 The Export Processing Zones Authority will reject a proposal for award if it determines that the bidder recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question. Further a bidder 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 Bidders

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

Instruction to bid reference	<i>Particulars of Appendix to instructions to bidders</i>
2.1	Eligible bidders shall be Kenyan registered Insurance Underwriting firms facilitating Group Life Insurance Cover with valid operation license issued by Insurance Regulatory Authority (IRA) – Kenya
2.4.3	Preference not applicable
2.14.2	The number of copies to be submitted shall be four (for technical proposal and one original, one copy) for financial proposal bound.
2.15.2 (b)	The bid shall be closing on 22th June 2017 .
2.16.1	Not later than 12.00 Noon
2.16.3	Bulky bid documents shall be received in properly sealed envelopes as per instruction at the Procurement Manager's office on 1 st Floor; and entered in a register for receipt of bulk documents and signed for by the delivering person provided they are delivered earlier than one (1) hour before the closing time, after which the bidder shall be required to place the bid documents at the tender box in a designated area.
2.18.1	After 11.am local time on 22th June, 2017 .

2.20 & 2.22	In addition, the evaluation criteria provided in the special condition of contract shall be taken into account
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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 Export Processing Zones Authority and the bidder, 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 bidder under the Contract for the full and proper performance of its contractual obligations
- (c) "The Services" means services to be provided by the bidder including any documents, which the bidder is required to provide to the Export Processing Zones Authority under the Contract.
- (d) "TENDERS" means Tenders
- (e) "The Export Processing Zones Authority" means **EXPORT PROCESSING ZONES AUTHORITY**, the organization procuring the services under this Contract
- (f) "The Contractor" means the organization or firm providing the services under this Contract.
- (g) "GCC" means the General Conditions of Contract contained in this section.
- (h) "SCC" means the Special Conditions of Contract
- (i) "Day" means calendar day

3.2. Application

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

3.3. Standards

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

3.4. Use of Contract Documents and Information

- 3.4.1 The Contractor shall not, without the Export Processing Zones Authority'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 Export Processing Zones Authority 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 Export Processing Zones Authority'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 Export Processing Zones Authority and shall be returned (all copies) to the Export Processing Zones Authority on completion of the contract's or performance under the Contract if so required by the Export Processing Zones Authority.

3.5. Patent Rights

- 3.5.1 The Contractor shall indemnify the Export Processing Zones Authority 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 bidder shall furnish to the Export Processing Zones Authority 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 Export Processing Zones Authority as compensation for any loss resulting from the Bidder'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 Export Processing Zones Authority and shall be in the form of:
- a) Cash.
 - b) A bank guarantee.
 - c) Letter of credit.

3.6.4 The performance security will be discharged by the Export Processing Zones Authority and returned to the bidder 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 Export Processing Zones Authority 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 Export Processing Zones Authority, 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 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 quoted by the bidder in its bid or in the Export Processing Zones Authority's request for bid validity extension as the case may be. No variation in or modification to the terms of the contract shall be made except by written amendments signed by the parties.

3.9.2 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 Export Processing Zones Authority 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 Export Processing Zones Authority's prior written consent.

3.11. Termination for Default

3.11.1 The Export Processing Zones Authority 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 Export Processing Zones Authority
- (b) If the Contractor fails to perform any other obligation(s) under the Contract
- (c) If the Contract in the judgment of the Export Processing Zones Authority has engaged in corrupt or fraudulent practices in competing for or in executing the contract

3.11.2 In the event the Export Processing Zones Authority 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 Export Processing Zones Authority 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 Export Processing Zones Authority 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 Export Processing Zones Authority.

3.13. Termination for Convenience

3.13.1 The Export Processing Zones Authority 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's convenience, the extent to which performance 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 Export Processing Zones Authority 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 Export Processing Zones Authority 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.

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 it's delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.

3.18 Notices

- 3.1.1 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.
- 3.1.2 A notice shall be effective when delivered or on the effective date of the notice, whichever is later.

SECTION IV - SPECIAL CONDITIONS OF CONTRACT

Special Conditions of Contract shall supplement the General Conditions of Contract. Whenever there is a conflict, the provisions herein shall prevail over those in the General Conditions of Contract.

4.1 Bidding Notes

- 4.1.1 The Bidder is required to check the number of pages and should any is found to be missing or in duplicate or the figure or writing indistinct, the Export Processing Zones Authority must be informed at once and have the same rectified.
- 4.1.2 Should the Bidder be in doubt about the prices, meaning of any item, word or figure for any reason whatsoever or observe any apparent omission of words or figures, he must inform the Export Processing Zones Authority that the correct meaning can be decided upon before the date for submission of the Bid.
- 4.1.3 No liability whatsoever will be admitted or its claim allowed in respect of errors in the Bidder's Bid due to mistakes which should have been rectified in the manner described above.
- 4.1.4 It is the sole responsibility of the bidder to ensure all the documents submitted are well bounded and the Export Processing Zones Authority shall not take any responsibility or liability for any loss or misplacement of loose documents.
- 4.1.5 The Bidder shall not alter or otherwise qualify the text of this Bid Document. Any alteration or qualification made without authority will be ignored and the text of the Bid Document as printed will be adhered to.
- 4.1.6 The Bidder shall ensure that the conditions set out below are met in full. Failure to provide the same shall lead to rejection of the bid.
- 4.1.7 The insurance underwriter shall be required to demonstrate honesty and integrity in handling and delivery of the required services within the stipulated time. They shall also be required to exhibit professionalism through prompt response to queries on policy wording and interpretation.
- 4.1.8 ***Please note that this will form part of Export Processing Zones Authority's assessments on performance through the contract period and failure to meet the above may jeopardise future business with Export Processing Zones Authority. Any Insurance firm with past adverse service in terms premium remission shall be eliminated at preliminary stage.***
- 4.1.9 **The duration of the contract shall be One (1) year renewable annually on the due date and subject to annual performance appraisal of the service provider and provision of a revised list of beneficiaries by the Export**

Processing Zones Authority. The procurement entity also retains the right to terminate the contract at any stage on the basis of poor performance.

- 4.2 The successful bidder will be required to give a performance security of 10% of the total contract price.
- 4.3 Bidders must provide history of any litigation, dispute or arbitration resulting from contracts executed in the last five years and currently under execution.
- 4.4 The cover is for Export Processing Zones Authority staff.

5.0 EVALUATION CRITERIA

UNDERWRITERS EVALUATION CRITERIA

5.1 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

Bid documents shall be accompanied by the following **Mandatory (Statutory)** requirements for preliminary evaluation:-

- i. Must be registered with the Insurance Regulatory Authority (IRA) as an '**INSURANCE UNDERWRITER**' 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 (2015) of at least Kshs. 200 million. Must have a paid up capital of at least Kshs. 300 million.
- iv. Must give evidence of experience in provision of similar services and magnitude in the last 3 (three) years of at least 10 (ten) 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.5 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 (2013, 2014 and 2015) 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 Life Cover scheme.
- ix. Must submit copies of the following documents:-
 - a) PIN Certificate
 - b) VAT Certificate
 - c) Valid Tax Compliance Certificate 2016
 - 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

Bids 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.

5.2 Technical Evaluation requirements

5.2.1 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)**

5.3.2 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 Group Life Insurance and Last Cover** within the past three years (between 2013- 2016) 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.

5.3.3 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

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

5.4. 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

5.5 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

6.0 EXPECTED OUTPUT / DELIVERABLES

- i. The payment shall be on confirmation of commencement of the covers or as agreed during negotiations
- ii. To ensure customized Group Life cover from a selection of underwriters.
- iii. Confidential maintenance of Scheme Records and Member data.
- iv. Free Health Talks / Member Education.
- v. Deal with Claims administration from the staff
- vi. Paying claims within set deadlines

7.0 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	Shall be valid professional indemnity cover equivalent to 10% of the total premium
3.7 Delivery of Services	Shall be staff Group Life Insurance and LAST Expense Insurance Cover effective from the date indicated in the signed contract with an option of renewal subject to satisfactory performance and revision of beneficiaries register.
3.8 Payment	Upon commencement of cover either once or twice (on equal instalments at the beginning and at policy mid-term)
3.16 Applicable law	Shall be the laws of Kenya
3.18 Notices	THE CHIEF EXECUTIVE OFFICER EXPORT PROCESSING ZONES AUTHORITY P.O. Box 50563-00200 NAIROBI.

TERMS OF REFERENCE FOR EPZA STAFF GROUP LIFE INSURANCE COVER 2017/18

Export Processing Zones Authority intends to procure Group Life Insurance cover for its employees. The policy will indemnify demise of an employee, Permanent & Total Disability, Critical Illness and funeral accelerated last expense.

The cover will be for 168 employees of the Authority. EPZA will avail a list of its employees together with their current salaries to the successful bidder.

Benefits will be payable during the period of cover for existing employees of EPZA and also for any new employee(s).

The Group Life Cover Scheme benefits are indicated in the table below:

S/No	Scheme Benefits	Level of Cover
1	Death	3 years Basic Salary
2	Permanent & Total Disability	3 Years Basic Salary
3	Funeral Accelerated (Last Expense)	200,000
4	Critical Illness	30% of death benefits to a maximum of 3 Million

The cover will run for a period of one year from July 1, 2017 to June 30, 2018. The member cover will cease immediately she/he leaves the service of EPZA. It will also cease if EPZA fails to renew the cover after one year. An in built last expense rider of Kshs. 200,000.00 shall be included alongside Group Life Cover. The last expense amount policy shall be paid within 48 hours of notification of demise of a covered member. Monthly gross salary: The total monthly basic salary for EPZA employees is Kshs 9,346,400.00 as at 22 March, 2017.

A. SCOPE

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

- i. Death (accidental or due to illness)
- ii. Death due to illness such as HIV/ AIDS related illnesses, pre – existing conditions, congenital conditions and critical illnesses should be covered.
- iii. Death either within or outside the country.
- iv. Permanent & total disability- Permanent Total Disability (PTD) claims with an initial disability assessment of 5% or less shall not be subjected to the requirement of a medical re-examination by the recommended underwrite.
- v. Group last expense claims shall be settled within 48 hours of notification of claim.
- vi. Critical illness.
- vii. No exclusion on suicide.
- viii. 24 – Hour worldwide coverage to employees on a non – contributory basis.
- ix. The maximum sum assured for life assurance is at 36 time’s current monthly basic salary (3 years basic salary).
- x. Claims sum assured settled within set deadlines
- xi. Deletions and inclusions of members as and when required.
- xii. Critical illness rider 30% death in service benefit. No waiting Period (Critical Illness):

B. OUTPUT EXPECTED

- i. To ensure customized Group Life cover from a selection of underwriters.
- ii. Confidential maintenance of Scheme Records and Member data.
- iii. Free Health Talks / Member Education.
- iv. Deal with Claims administration from the staff
- v. Paying claims within set deadlines

C. 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. 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.
- 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 Life Cover scheme.
- ix. Must submit copies of the following documents:-
 - x. PIN Certificate
 - xi. VAT Certificate
 - xii. Valid Tax Compliance Certificate 2017
 - xiii. Certificate of Registration/Incorporation
- xiv. 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.
- xv. Must provide extra benefits coming with the proposed cover

SECTION VI - STANDARD FORMS

Notes on the standard Forms

1. **Form of TENDER** - The Form of Tender must be completed by the bidder and submitted with the bid documents. It must also be duly signed by duly authorized representatives of the bidder.
2. **Price Schedule Form** - The price schedule form must similarly be completed and submitted with the bid.
3. **Contract Form** - The contract form shall **not** be completed by the bidder at the time of submitting the bid. 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 bidder and submitted with the bid documents.
5. **Bid Security Form** -When required by the bid document the bidder shall provide the bid security either in the form included hereinafter or in another format acceptable to the Export Processing Zones Authority
6. **Authorization Form** – The Insurance Company's authorization form shall be completed and signed by the recommended underwriter(s) if not self and submitted with the bid
7. **Declaration Form** – Must be completed by the bidder and submitted with the bid documents
8. **Performance Security Form** -The performance security form should not be completed by the bidder at the time of bid preparation. Only the successful bidder will be required to provide performance security in the form provided herein or in another form acceptable to the Export Processing Zones Authority.

FORM OF TENDER

To:

Date: _____

**THE CHIEF EXECUTIVE OFFICER
EXPORT PROCESSING ZONES AUTHORITY
P.O. Box 50563-00200
NAIROBI.**

Gentlemen and/or Ladies:-

1. Having examined the Bid documents including Addenda No. (Insert numbers) the receipt of which is hereby duly acknowledged, we the undersigned, offer to provide Group Life and Last Expense Insurance Cover under this bid in conformity with the said Bid document for the sum of
...[Total Bid amount in words and figures Inclusive of VAT]or such other sums as may be ascertained in accordance with the Schedule of Prices attached herewith and made part of this Bid.
2. We undertake, if our Bid is accepted, to provide Group life insurance cover Service in accordance with the conditions of the bid.
3. We agree to abide by this Bid for a period of **90** [number] days from the date fixed for Bid opening of the Instructions to Bidders, and it shall remain binding upon us and may be accepted at any time before the expiration of that period.
4. This Bid, 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 bid you may receive.

Dated this _____ day of _____ 20

[Signature]

[In the capacity of]

Duly authorized to sign bid for and on behalf of _____

PRICE SCHEDULE FORM

Group Life and Last Cover Insurance cover details:

As per terms of reference

PRICE SCHEDULE SUMMARY FORM

Please summarize the quoted Annual Premiums for Group Life and Last Expense Insurance in the table below:

Class/Risk No.	Description of Insurance Cover	Total Premium (Kshs.)	Total Premium (Kshs.)	Proposed Underwriter / Insurance Co.	State the following if any			
					Excess	Free cover limit	Liability limit	others
1.								
2.								
3.								
4.								
GRAND TOTALS								

Signature of bidder _____

Official Rubber Stamp _____

Note:

In case of discrepancy between the unit rate and the total premium, the unit rate shall prevail.

Contract Form

THIS AGREEMENT made the _____ day of _____ 20 _____ between ---
----- [name of Procurement entity] of ----- [country of Procurement entity]
(hereinafter called "the Export Processing Zones Authority") of the one part and -----
----- [name of bidder] of ----- [city and country of bidder]
(hereinafter called "the bidder") of the other part:

WHEREAS the Export Processing Zones Authority invited bids for Staff Group life insurance cover services and has accepted a bid by the bidder 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 bidder;
 - (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 Export Processing Zones Authority's Notification of Award
3. In consideration of the payments to be made by the Export Processing Zones Authority to the bidder as hereinafter mentioned, the bidder hereby covenants with Export Processing Zones Authority to provide the Group life insurance cover covers and to remedy defects therein in conformity in all respects with the provisions of the Contract.
4. The Export Processing Zones Authority hereby covenants to pay the bidder 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 Export Processing Zones Authority)

Signed, sealed, delivered by _____ the _____ (for the bidder) in the presence of _____

CONFIDENTIAL BUSINESS QUESTIONNAIRE

You are requested to give the particular indicated in Part 1 and either Part 2(a), 2(b), or 2(c) Which ever applies to your type of business?

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

Part 1 General:

Business Name Location of business premises

..... Plot No. & Name of Premise

..... Street/Road

Postal Address Tel. No. Fax

Email

Nature of business

Registration Certificate No.

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

Name of your bankers.....Branch

Part 2(a) – Sole Proprietor:

Your name in fullAge

Nationality Country of origin

Citizenship details.....

Party 2(b) – Partnership

Give details of partners as follows

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

Part 2(c) – Registered Company:

Private or public

State the nominal and issued capital of the company –

Nominal Kshs

Issued Kshs.....

Give details of all directors as follows

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

Date..... Signature of Bidder

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

Part 2 (d) – Interest in the Firm:

Is there any person/persons in **EXPORT PROCESSING ZONES AUTHORITY** in general who has interest in this firm? Yes/No (Delete as necessary).

I certify that the above information is correct.

.....
 (Title) (Signature) (Date)

TENDER SECURITY FORM

Whereas [*name of Bidder*] (hereinafter called <the bidder> has submitted its bid dated [*date of submission of bid*] for the provision of staff Group life insurance cover (hereinafter called <the bid?>

KNOW ALL PEOPLE by these presents that WE [*name of bank*] of [*name of country*], having our registered office at [*name of building/premises*] (hereinafter called <the bank> in the sum of [*state the amount*] for which payment well and truly to be made to the said Export Processing Zones Authority, 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 bidder withdraws its bid during the period of bid validity specified by the Export Processing Zones Authority on the Form; or
2. If the bid, having been notified of the acceptance of its bid by the Export Processing Zones Authority during the period of bid validity

Fails or refuses to execute the Contract Form, if required; or fails or refuses to furnish the performance security, in accordance with the Instructions to bids. We undertake to pay to the Export Processing Zones Authority up to the above amount upon receipt of its first written demand, without the Export Processing Zones Authority having to substantiate its demand, provided that in its demand the Export Processing Zones Authority 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 bid guarantee will remain in force up to and including thirty (30) days after the period of bid 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]

PERFORMANCE SECURITY FORM

To:

[Name of Export Processing Zones Authority]

WHEREAS [Name of bidder]

(Hereinafter called "the bidder") 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 bidder shall furnish you with a bank guarantee by a reputable bank for a sum specified therein as security for compliance with the Bidder's performance obligations in accordance with the Contract

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

THEREFORE WE hereby affirm that we are Guarantors and responsible to you, on behalf of the bidder, 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 bidder 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 or financial institution]

[Address]

[Date]

LETTER OF NOTIFICATION OF AWARD

Address of Export Processing Zones
Authority

To: _____

RE: Bid No. _____

Bid Name _____

This is to notify that the contract/s stated below under the above mentioned bid 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

APPENDICES

All bidders are advised to submit all the required documents and information as appendices in the following manner:

APPENDIX 1 – All the Mandatory (Statutory) Requirements

APPENDIX 2 - KEY PERSONNEL DETAILS AND COPIES OF ACADEMIC AND PROFESSIONAL CERTIFICATES MINIMUM THREE

(Attached their copies [*highest level*] of academic and professional certificates):

DESIGNATION	NAME	NATIONALITY	SUMMARY OF QUALIFICATION (academic & professional level) AND EXPERIENCE

APPENDIX 3 - CURRICULUM VITAE (CV) in the format shown below

APPENDIX 4 - BIDDERS' RELEVANT EXPERIENCE

APPENDIX 5 - COPY OF PROFESSIONAL INDEMNITY COVER

APPENDIX 6 - ANNUAL PREMIUM TURNOVER

(To be certified by the Principal Officer and the firm's External Auditors)

APPENDIX 7 - AUDITED ACCOUNTS FROM BIDDERS (UNDERWRITERS) FOR THE LAST THREE FINANCIAL YEARS (i.e. between year 2013 and 2017)

(Copies should be certified by the External Auditor and the Principal Officer)

APPENDIX 8 – ALL THE REQUESTED DOCUMENTS AND INFORMATION

APPENDIX 9 - ANY OTHER INFORMATION INCLUDING BIDDERS EXPLANATION OF THE SCOPE OF COVER AND FACILITIES

FORMAT OF CURRICULUM VITAE (CV) FOR PROFESSIONAL STAFF

Proposed Position: _____

Name of Firm: _____

Name of Staff: _____

Profession: _____

Date of Birth: _____

Years with Firm: _____ **Nationality:** _____

Membership in Professional Societies: _____

Detailed Tasks, which will be assigned;

i).....

ii).....

Relevant Tasks previously assigned (Please provide dates & locations)

i).....

ii).....

iii).....

Key Qualifications:

[Give an outline of staff member's experience and training most pertinent to tasks on assignment. Describe degree of responsibility held by staff member on relevant previous assignments and give dates and locations].

Education:

[Summarize college/university and other specialized education of staff member, giving names of schools, dates attended and degree[s] obtained.]

Employment Record:

[Starting with present position, list in reverse order every employment held. List all positions held by staff member since graduation, giving dates, names of employing organizations, titles of positions held, and locations of assignments.]

Certification:

I, the undersigned, certify that these data correctly describe me, my qualifications, and my experience.

_____ **Date:** _____

[Signature of staff member]

_____ **Date:** _____

[Signature of authorized representative of the firm]

Full name of staff member: _____

Full name of authorized representative: _____

FORMAT FOR PRESENTATION OF RELEVANT EXPERIENCE

Relevant five assignments carried out in the Last Three Years That best illustrates your experience (At least 3 Corporate Clients).

Using the format below, provide information on five of each reference assignment for which your firm either individually as a corporate entity or in association, was legally contracted.

Assignment Name:		Country	
Location within Country:		Professional Staff provided by Your	
Name of Client:		Firm/Entity(profiles):	
Address:		Sum Insured (Kshs):	
Start Date (Month/Year):		Duration of Policy with Client	
Completion Date (Month/Year):	Date:	Premium (in Kshs)	
Name of Senior Staff (Project Director/Coordinator, Team Leader) Involved and Functions Performed:			
Narrative Description of Service:			
Full Description of Actual Services Provided by Your Staff:			

Firm's Name: _____

Name and title of signatory: _____

INSURANCE COMPANY'S AUTHORIZATION FORM

To: EXPORT PROCESSING ZONES AUTHORITY
P.O. Box 50563 – 00200
Nairobi.

WHEREAS [Name of the Insurance Company]
who are established and reputable providers/underwriters of (Insurance
Policy (ies)/risks) having offices at [Address of insurance company]
do hereby authorize [Name and address of Insurance Broker] to submit a
bid, and subsequently negotiate and sign the Contract with you against bid No.
..... [Reference of the Bid] for the Group life insurance cover and Last Expense
covers

We hereby extend our full guarantee and warranty as per the General Conditions of Contract
for the insurance policy (ies) offered for supply by the above firm against this Invitation for Bids.

[Signature for and on behalf of Insurance Company]

**Note: This letter of authority should be on the letterhead of the Insurance Company and
should be signed by a person competent.**

DECLARATION FORM

STATEMENT OF VERIFICATION THAT THE BIDDER IS NOT DEBARRED IN THE MATTER OF THE PUBLIC PROCUREMENT AND DISPOSAL ACT 2005.

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 **Bid No.** To supply goods, render services 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 the procuring entity.

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)