



**STANDARD TENDER DOCUMENT**

**PROVISION OF GROUP LIFE ASSURANCE AND  
FUNERAL (LAST) EXPENSE INSURANCE  
BROKERAGE SERVICES**

**TENDER NO. KRA/HQS/NCB-015/2020-2021**

**TIMES TOWER BUILDING  
P.O. BOX 48240-00100  
TEL: +254 02 281 7022  
EMAIL: [eprocurement@kra.go.ke](mailto:eprocurement@kra.go.ke)  
NAIROBI, KENYA.**

**OCTOBER, 2020**

REGISTER FOR ON-LINE PRE-BID MEETING HERE  
[PRE-BID CONFERENCE](#)

**CLOSING DATE  
TUESDAY 3<sup>RD</sup> NOVEMBER, 2020  
AT 11:00 NOON**

**BID VALIDITY 335 DAYS**

## CHECKLIST FORM

This form has been provided to help bidders in preparation of their bids ensuring that all the tender mandatory requirements are in place. Bidders are therefore required to tick once they attach or fill/sign the documents that the tender has requested for.

S/N	ITEM DESCRIPTION	Mandatory
		<b>Kindly tick once attached</b>
1.	Copy of valid Tax Compliance Certificate	
2.	Certificate of Registration or Incorporation	
3.	Power of Attorney (Sole Proprietors Exempted)	
4.	Tender Security – <b>KES. 500,000.00</b> valid for 365 day from tender closure. <b>Bidders MUST drop an original hard copy in the Tender Security Box.</b>	
5.	Letter from the bank indicating that the firm is currently operating an account	
6.	Dully filled, signed and stamped Confidential Business Questionnaire	
7	Duly filled, signed and Stamped Form of tender	
8.	Copy of valid registration certificate from Insurance Regulatory Authority (IRA)	
9.	Valid membership to Association of Insurance Brokers of Kenya (AIBK)	
10.	Professional Indemnity Insurance cover of at least Kshs.30 million and copy submitted.	
11.	Signed and stamped Underwriter’s Authorization letter and original quotation.	

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### Tender Notice

1. The Kenya Revenue Authority invites sealed bids from eligible candidates for the following tenders:

NO.	DESCRIPTION	ELIGIBILITY	PRE-BID DATE	CLOSING DATE AND TIME
1.	KRA/HQS/NCB-015/2020-2021: PROVISION OF GROUP LIFE ASSURANCE AND FUNERAL (LAST) EXPENSE INSURANCE BROKERAGE SERVICES	OPEN	21 <sup>st</sup> October, 2020 At 2.00 p.m	<b>3<sup>RD</sup> NOVEMBER, 2020 11.00 AM</b>

2. Interested eligible candidates may obtain further information and inspect the tender documents with detailed requirements at the office of the:

**Deputy Commissioner - Supply Chain Management**  
**Times Tower Building, 21<sup>ST</sup> Floor,**  
**P.O Box 48240– 00100 GPO,**  
**Tel. +254 020 310900**  
**Nairobi, Kenya.**  
**website: [www.kra.go.ke](http://www.kra.go.ke)**  
**Email :[eprocurement@kra.go.ke](mailto:eprocurement@kra.go.ke)**

3. A complete set of bidding documents in English may be obtained from KRA E-Procurement portal available on the KRA website [www.kra.go.ke](http://www.kra.go.ke). Prospective bidders should register for E-Procurement to enable them access the KRA portal under “New Supplier Registration” found under the Tender Tab.

4. **An On-line pre-bid briefing is scheduled for 21<sup>st</sup> October 2020 at 2.00 pm.** Bidders are advised to register for prebid through this link [PRE-BID CONFERENCE](#).

5. Existing Suppliers with V-numbers and SRM passwords will automatically obtain the tender document in their SRM supplier portal. Existing Suppliers List is available on Kra Website under Tenders. Completed Bids are to be saved as PDF documents marked “**KRA/HQS/NCB-015/2020-2021: : Provision of Group Life Assurance and Funeral (Last) Expense Insurance Brokerage Services** and submitted to the appropriate KRA E-procurement Web Portal found on the KRA website so as to be received on or before **3rd November, 2020 at 11.00 a.m.**

6. Submission should strictly be done via the KRA E-Procurement Portal. Bidders to note that system bid submission issues shall not be addressed within 24 hours to the tender opening date and time.

7. Bids will be opened electronically promptly after closing time and Bidders or their representatives are welcome to witness the opening at Times Tower Building.

8. An original hard copy of the Bid Security of not less than the indicated amount or equivalent amount in a freely convertible currency must be dropped in the Tender Security Box located at Times Tower Building, Ground Floor any day before the tender closing date. The Bid Security must be in a sealed envelope bearing the Tender Description and addressed to the address indicated above.

9. **The list of staff is attached separately and named as Appendix 1 and 2 respectively.**

10. Bidders shall propose underwriters with a clean track record in settlement of claims and currently not under investigations or disciplinary action by the Insurance Regulatory Authority.

Any canvassing or giving of false information will lead to automatic disqualification.

## 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 open to all tenderers eligible as described in the Invitation to Tenderer. Successful tenderers shall provide the services for the stipulated duration from the date of commencement (hereinafter referred to as the term) specified in the Schedule of Requirements.
- 2.1.2 The Kenya Revenue Authority' employees, committee members, board members and their relatives (spouse and children) are not eligible to participate in the tender.
- 2.1.3 Tenderers shall provide the qualification information statement that the tenderer (including all members of a joint venture and subcontractors) is not associated, or have been associated in the past, directly or indirectly, with a firm or any of its affiliates which have been engaged by the Procuring entity to provide consulting services for the preparation of the design, specifications, and other documents to be used for the procurement of the services under this Invitation for tenders.
- 2.1.4 Tenderers involved in 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 bid document shall be downloaded from the KRA website free of charge.

### **2.3 The 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) Invitation to Tender
  - (ii) Instruction to Tenderers
  - (iii) General Conditions of Contract
  - (iv) Special Conditions of Contract
  - (v) Schedule of Requirements
  - (vi) Details of Insurance Cover
  - (vii) Form of Tender
  - (viii) Price Schedules
  - (ix) Contract Form
  - (x) Confidential Business Questionnaire Form
  - (xi) Tender security Form

- (xii) Performance security Form
- (xiii) Insurance Company's Authorization Form
- (xiv) Declaration Form
- (xv) 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 in writing or electronic mail 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 prospective tenderers that have registered for the tender in the KRA supplier portal.

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 No preference shall be allowed during evaluation of tenders

## **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 and addendum.

2.5.2 Any addendum issued shall be part of the tender document and shall be communicated on the KRA website via electronic mail to all registered bidders.

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

## **2.6 Language of Tender**

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

## **2.7. Documents Comprising the Tender**

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 VAT and other taxes payable.

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

2.9.4 The validity period of the tender shall be **335 days** from the date of opening of the tender.

## **2.10. Tender Currencies**

2.10.1 Prices shall be quoted in Kenya Shillings unless otherwise specified in the Appendix to Instruction to Tenderers.

## **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 The tender security is **KES. 500,000.00 valid for 365** days from the date of tender closure.

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) Cash.
- b) A bank guarantee.
- c) Such insurance guarantee approved by the Authority.
- d) Letter of credit.

2.12.5 Any tender not secured in accordance with paragraph 2.12.1. and 2.12.3 shall be rejected by the Procuring entity as non-responsive, pursuant to paragraph 2.19.5

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 2.26, and furnishing the performance security, pursuant to paragraph 2.27

2.12.8 The tender security may be forfeited:

- (a) if a tenderer withdraws its tender during the period of tender validity.
- (b) in the case of a successful tenderer, if the tenderer fails:
  - (i) to sign the contract in accordance with paragraph 2.26 or

(ii) to furnish performance security in accordance with paragraph 2.27.

(c) If the tenderer rejects correction of an arithmetic error in the tender.

### **2.13. Validity of Tenders**

2.13.1 Tenders shall remain valid for **335 days** after date of tender opening pursuant to paragraph 2.17. 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 TECHNICAL AND FINANCIAL shall be COMBINED. The bids shall be submitted electronically through the KRA supplier portal.** The combined technical and the Financial Proposal shall be submitted in the Notes and Attachments section.

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. Deadline for Submission of Tenders**

2.15.1 Tenders must be submitted to KRA through the supplier portal not later than **3<sup>rd</sup> November, 2020 at 11.00 AM.** The system shall not permit submission after the said date and time.

2.15.2 The Procuring entity may, at its discretion, extend this deadline for the submission of tenders by amending the tender documents in accordance with paragraph 2.13 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. Modification and Withdrawal of Tenders**

- 2.16.1 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.
- 2.16.2 The Tenderers may withdraw their submissions prior to the tender closing date and time through the supplier portal. ***A tender once withdrawn cannot be resubmitted.*** Where a tenderer withdraws his bid after submission of the bid security, he/she shall collect the bid security from KRA after the tender is opened. Where a bidder wants to change what they have submitted, they should not withdraw but to resubmit another version. The latest version submitted shall be considered.
- 2.16.3 No tender may be modified after the deadline for submission of tenders.
- 2.16.4 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.
- 2.16.5 The KRA may at any time terminate procurement proceedings before contract award and shall not be liable to any person for the termination.
- 2.16.6 The KRA 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.

## **2.17. Opening of Tenders**

- 2.17.1 The KRA will open all tenders in the presence of Tenderers' representatives who choose to attend, at **11.00am on 3<sup>rd</sup> November 2020.** and in the location specified in the invitation to tender. The Tenderers' representatives who are present shall sign a register evidencing their attendance.
- 2.17.2 The tenders' 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.
- 2.17.3 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.

## **2.18 Clarification of Tenders**

- 2.18.1 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.

- 2.18.2 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.

## **2.19 Preliminary Examination and Responsiveness**

- 2.19.1 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.
- 2.19.2 The tender sum as submitted and read out during the tender opening shall be absolute and final and shall not be the subject of correction, adjustment or amendment in any way by any person or entity. If there is a discrepancy between words and figures the amount in words will prevail.
- 2.19.3 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.
- 2.19.4 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.
- 2.19.5 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.

## **2.20 Conversion to single currency**

- 2.20.1 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.

## **2.21 Evaluation and Comparison of Tenders**

- 2.21.1 The Procuring entity will evaluate and compare the tenders which have been determined to be substantially responsive, pursuant to paragraph 2.19

2.21.2 The Procuring entity's evaluation of a tender will consider, in addition to the tender price, the following factors, in the manner and to the extent indicated in paragraph 2.21.3.

- a) operational plan proposed in the tender;
- b) deviations in payment schedule from that specified in the Special Conditions of Contract

2.21.3 Pursuant to paragraph 2.21.2. the following evaluation methods will be applied.

*a) Operational Plan*

- i. The Procuring entity requires that the services under the Invitation for Tenders shall be performed at the time specified in the Schedule of Requirements. Tenders offering to perform longer than the procuring entity's required delivery time will be treated as non-responsive and rejected.

*b) Deviation in payment schedule*

- 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.

2.21.4 The tender evaluation committee shall evaluate the tender within 30 days from the date of opening the tender.

2.21.5 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.

## **2.22. Contacting the Procuring entity**

2.22.1 Subject to paragraph 2.18 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.

2.22.2 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.

## **2.23 Post-qualification**

2.23.1 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.

2.23.2 The determination will consider 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

2.23.3 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.

## **2.24 Award Criteria**

2.24.1 Subject to paragraph 2.19 the Procuring entity will award the contract to the successful tenderer whose tender has been determined to be substantially responsive and has been determined to be the lowest evaluated tender, provided further that the tenderer is determined to be qualified to perform the contract satisfactorily.

2.24.2 The KRA 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 KRA's action. If the KRA determines that none of the Tenderers is responsive; the KRA shall notify each Tenderer who submitted a tender.

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

## **2.25 Notification of Intention for Award**

2.25.1 Prior to the expiration of the period of tender validity, the Procuring entity will notify the successful tenderer in writing that its tender has been accepted.

2.25.2 The notification of award will NOT signify the formation of the contract and is subject to the signing of the contract between the tenderer and the procuring entity pursuant to clause 2.26. Simultaneously the other tenderers shall be notified that their tenders were not successful.

2.25.3 Upon the successful Tenderer's furnishing of the performance security pursuant to paragraph 2.27 the Procuring entity will promptly notify each unsuccessful Tenderer and will discharge its tender security, pursuant to paragraph 2.12

## **2.26 Signing of Contract**

2.26.1 Signing of the contract will include the required attachments being the technical specifications, general and special conditions, form of tender, price schedule, notification of award, acceptance, delivery schedule and any teaming agreements if any.

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

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

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

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

## **2.27 Performance Security**

2.27.1 The successful tenderer shall furnish the performance security in accordance with the Conditions of Contract, in a form acceptable to the Procuring entity. The performance security will be 10% of the contract value.

2.27.2 Failure by the successful tenderer to comply with the requirement of paragraph 2.12 or paragraph 2.26 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.

## **2.28 Corrupt or Fraudulent Practices**

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

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

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

## Appendix to Instructions to Tenderers

The following information for the procurement of insurance brokerage 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	Particulars of Appendix to instructions to tenderers
2.1.0	Bidders may download documents free of charge from the KRA Website <a href="http://www.kra.go.ke">www.kra.go.ke</a> .
2.1.1	The tender is open to <b>all eligible insurance brokerage firms</b>
2.1.2	The bid security is <b>KES. 500,000.00</b> valid for 365 days from date of tender closure.
2.1.3	Taxes: The Tenderer will pay for all the local taxes, duties, fees, levies and other charges applicable in Kenya. The financial proposal should therefore include any taxes payable in Kenya.
2.1.4	<p>The bidder shall submit Combined technical and financial proposals electronically via the supplier portal in the Notes and attachment Section of the RFX (Tender) clearly labeled with the tender name and tender reference number. <b>The Tender shall open on 3<sup>rd</sup> November, 2020 at 11:00 hours, local time.</b></p> <p>Place: Times Tower Building.            Street: Haile Selassie Avenue            City: Nairobi            Country: Kenya.</p>
2.1.5	Deadline for submission is <b>3<sup>rd</sup> November, 2020 at 11:00 hours</b>
2.1.6	Bidders are expected to examine all instructions, forms, terms, specifications, and other information in the Bidding Documents. Failure to furnish all information required by the Bidding Documents or to submit a bid not substantially responsive to the Bidding Documents in every respect will be at the Bidder's risk and may result in the rejection of its bid.
	Provision of Group Life Assurance and Last Expense Insurance Services for KRA pensionable staff shall be for a period of two (2) years starting <b>1/03/2021 to 28/02/2023.</b>
	Provision of Group Life Assurance and Last Expense Insurance Services for KRA Staff on Contract ( Non pensionable) shall be for a period of one year and eight months <b>1/07/2021 to 28/02/2023</b>



## 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 Thirty (30) 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) Cash.
- b) A bank guarantee.
- c) Such insurance guarantee approved by the Authority.
- d) Letter of credit.

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 Thirty (30) 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, except for 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 15% 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.

### **3.18 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

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

	<b>Special Conditions of Contract</b>
3.1	Provision of Group Life Assurance and Last Expense cover for KRA pensionable staff shall be for a period of two (2) years starting <b>1/03/2021 to 28/02/2023</b> . Provision of Group Life Assurance and Last Expense Insurance Services for KRA Staff on Contract shall be for a period of two (2) years starting <b>1/07/2021 to 28/02/2023</b>
3.2	The performance bond must be issued in the form of a bank guarantee. The bank guarantee must be valid in Kenya and be at least 10% of the contract value.
3.3	The Kenya Revenue Authority's payment terms are that payment shall be made within thirty (30) days from the date of receipt of invoice.
3.4	Prices charged by the Tenderer for services performed under the Contract shall not, with the exception of any price adjustments authorized in Special Conditions of Contract, vary from the prices by the Tenderer in its tender. All prices quoted by the Tenderers must be inclusive of all taxes, discounts and any other costs to Times Tower, Nairobi, Kenya
3.5	Any dispute, controversy or claim between the Parties arising out of this Contract or the breach, termination or invalidity thereof, unless settled amicably, shall be referred by either Party to arbitration in accordance with the Laws of Kenya then obtaining. The parties shall be bound by any arbitration award rendered as a result of such arbitration as the final adjudication of any such controversy, claim or dispute.
3.6	The language of all correspondence and documents related to the bid is: <b>English</b> . Unless explicitly specified in the Technical Requirements section, the key passages of all accompanying printed literature in any other language must be translated into the above language.
3.7	The applicable law is the Kenyan Law.
3.8	The address of the Kenya Revenue Authority is:  <b>Kenya Revenue Authority</b> <b>Deputy Commissioner-Procurement &amp; Supplies Services</b> <b>Times Tower Building, 21st Floor,</b> <b>P.O Box 48240 – 00100 GPO,</b> <b>Tel. +254 020 310900</b> <b>Email <a href="mailto:erprocurement@kra.go.ke">erprocurement@kra.go.ke</a></b> <b>website: <a href="http://www.kra.go.ke">www.kra.go.ke</a></b>

The submission of the following items will be required in the determination of the Compliance of the Bid. Bidders are required to provide the below mandatory requirements. Bids that do not contain all the information required will be declared non-responsive and shall not be evaluated further.

<b>MANDATORY REQUIREMENTS</b>	
<b>1.</b>	<p style="text-align: center;"><b>Submission of Tender Documents</b></p> <ul style="list-style-type: none"> <li>▪ Tender Security - valid for 365 days from the date of submission</li> <li>▪ Power of Attorney (except for sole proprietors)</li> </ul>
<b>2.</b>	<p style="text-align: center;"><b>Company Profile of Insurance Broker</b></p> <ul style="list-style-type: none"> <li>▪ Certificate of Incorporation</li> <li>▪ Duly filled, signed and stamped Confidential Business Questionnaire</li> <li>▪ Valid Certificate of Registration with Insurance Regulatory Authority</li> <li>▪ Professional Indemnity Insurance cover of at least Kshs.30 million and copy of insurance certificate or policy document submitted.</li> <li>▪ Must be a current member of the Association of Insurance Brokers (AIB). Attach a copy of membership certificate.</li> <li>▪ Signed and stamped Underwriter's Authorization letter and original quotation.</li> </ul>
<b>3.</b>	<p style="text-align: center;"><b>Financial Resources</b></p> <p>Submit:</p> <ul style="list-style-type: none"> <li>▪ Reference letter from a bank showing ability to acquire credit and how much.</li> </ul>
<b>4.</b>	<p style="text-align: center;"><b>Social Obligations</b></p> <ul style="list-style-type: none"> <li>▪ Copy of valid Tax Compliance Certificate</li> </ul>



#### 4.5 Vendor Evaluation Criteria

The following criteria will be used in the evaluation of all potential suppliers. The documents submitted will be evaluated for suitability and awarded marks which will contribute to a maximum 25 marks.

Description	Maximum Score	Cut off Score
<p><b>Managerial and Key Personnel Competency Profiles</b></p> <ul style="list-style-type: none"> <li>▪ Have at least two Directors or Senior Managers who are qualified members of The Chartered Insurance Institute, United Kingdom(ACII) or any other recognized professional body qualifying them to undertake/engage in insurance business.</li> <li>▪ Attach CVs and copies of ACII Certificates or certificates from other recognized professional bodies</li> </ul>	<b>5</b>	<b>2.5</b>
<p style="text-align: center;"><b>Experience</b></p> <p>Details of current <b>FIVE MAJOR</b> clients indicating annual premiums over the last five years. Attach copies of Local Purchas Order or contract or award letter. (2 marks per client)</p>	<b>10</b>	<b>8</b>
<p style="text-align: center;"><b>Reputation</b></p> <p>Proof of Satisfactory Service from the clients listed above. Submit recommendation letters from the client (on clients letter head), which should include summary of services rendered, value of contracts and contact person, postal address and telephone numbers (2 marks per recommendation letter)</p>	<b>10</b>	<b>8</b>
<b>Total Score</b>	<b>25</b>	<b>18.5</b>

## SECTION V - SCHEDULE OF REQUIREMENTS

### 5.1 General

The Kenya Revenue Authority requires Insurance Services through competent **INSURANCE BROKERS**. The Insurance Contract entails provision of Group Life Assurance and Last Expense Insurance cover for Pensionable staff and Staff on contract.

### 5.2 Submission of Bids

(i) The Tenderer must submit electronically via the KRA supplier Portal a Combined Technical and financial in the following format:

Technical:- comprising of the following documents

- Tender Notice
- Invitation for Tender
- Soft copy of Tender Security
- Copy of Power of Attorney
- Copy of Certificate of Incorporation
- Copy Valid Certificate of Registration with Insurance Regulatory Authority • Professional Indemnity Insurance cover of at least Kshs.30 million and copy submitted.
- Copy Current Membership Certificate from the Association of Insurance Brokers (AIB).
- Duly filled, signed and stamped Confidential Business Questionnaire.
- Schedule of Requirements
- Signed and stamped Underwriter's Authorization letter and original quotation

### 5.3 **PROVISION OF INSURANCE BROKERAGE SERVICES FOR GROUP LIFE ASSURANCE AND FUNERAL (LAST) EXPENSE COVER FOR PENSIONABLE STAFF OF KENYA REVENUE AUTHORITY**

#### a **Background**

Kenya Revenue Authority invites sealed tenders from eligible candidates for the provision of Insurance brokerage services for **Two (2) years**. The tenderer shall furnish information as part of its tender documents establishing the tenderer's eligibility to tender and its qualifications to perform the contract if its tender is accepted.

**b Overall Objective**

The overall objective is to provide Group life Assurance and Funeral (Last) Expense Cover for Kenya Revenue Authority Pensionable staff.

**c Specific Objectives**

- I. To provide Group Life Assurance cover of **three (3)** times a member's annual basic salary for pensionable staff.
- II. To provide Group Life Assurance cover of **two (2)** times a member's Annual Gross Salary for Non -pensionable staff
- III. To provide Funeral Expenses Cover of Kshs. 100,000.00 per member of the Scheme on standalone basis.
- IV. To negotiate for competitive premium rates from the market indicating both the with-profit sharing and without-profit sharing premium rates and resulting amounts.
- V. To follow up claims with the underwriter for speedy settlement of the same.
- VI. To provide professional advice on the existing insurance covers and the areas of improvement.

**d Scope of consultancy services**

To provide a 24 hour cover for all Pensionable staff of Kenya Revenue Authority against death arising from any cause with no exclusions. The cover should be for death while in Kenya and outside Kenya.

**e Expected Deliverables**

- i. To negotiate unit rates indicating with-profit and without-profit premium rate and the premiums for each category.
- ii. To show the profit sharing formular
- iii. To obtain Confirmation from the insurance company to underwrite the Group Life Assurance and the Funeral Expense Cover and other riders included e.g. disability cover, critical illness. (Signed and stamped underwriters' Authorization Letter and Quotation must be attached).
- iv. To negotiate competitive Free Cover Limit (Non – medical limit).
- v. To obtain Waiver of medical requirements for current members who have already undergone medical tests and acceptance terms have been issued.
- vi. To obtain Confirmation that:-
  - The contract will not have exclusion clauses. Attach a written confirmation that there will be no exclusion clauses in the contract.

- The Funeral expenses claims will be settled by the insurer within 48 hours of notification.
- The Claims sum assured will be settled by the insurer within seven (7 days).
- There will be no alterations to the terms during the contract period.
- The actual costing will be based on the membership details as at the commencement and renewal dates for the 2<sup>nd</sup> year.
- Deletions and inclusions of new members as and when required.

**(f) Reporting Systems and Time Schedules**

Bidders are expected to ensure that the cover runs for the entire period without disruptions and renewals done promptly with costing schedules ready within a maximum period of **one (1) months**.

**(g) Requirements to be Provided by Kenya Revenue Authority**

The consultants will be provided with all the data and information required to insure the staff and prepare costing schedules at commencement, each renewal or entry dates.

**(h) Terms of Payment**

Payment will be made once the costing schedules are submitted together with the invoices. The bidder should indicate the premium payable and the unit rate applied.

#### 5.4 MINIMUM SERVICE SPECIFICATIONS FOR INSURANCE

Bidders are required to respond to clause by clause technical requirements.

- Table 1 contains the general insurance requirements the Broker will be expected to carry out the execution of the contract. The bidder is required to respond to all the clauses specified in the Table.
- Bidder must meet all the requirements in the technical clause by clause. The rating shall be **PASS or FAIL**
- Bidders are required to provide a clause-by-clause response to the specifications in the given Format

**The technical requirements are Mandatory and bidders should commit themselves**

#### TECHNICAL SPECIFICATIONS

SPECIFICATIONS	Bidder's Response
To provide a 24 hour cover for Pensionable Staff of Kenya Revenue Authority against death arising from any cause with no exclusions. The cover should be for death while in Kenya and outside Kenya	
Provide Group Life Assurance Cover of three (3) times a member's Annual Basic Salary.	
Provide Funeral Expenses Cover of Kshs. 100,000.00 per member on stand alone basis.	
Follow up claims with the underwriter for speedy settlement of the same.	

Provide professional advice on the existing insurance covers and the areas of improvement	
Competitive Free Cover Limit (Non-medical limit)	
Waiver of medical requirements for current members who have already undergone the tests and acceptance terms have been issued	
No exclusion clauses. ( <b>Provide a written confirmation that there will be NO exclusion clauses in the contract.</b> )	
Funeral expenses to be paid within 48 hours of notification	
Claims sum assured settled within seven (7 days).	
No alterations to the terms during the contract period	
Accept deletions and inclusions of new members as and when required.	

## SECTION VI - PRICE SCHEDULE FOR INSURANCE BROKERAGE SERVICES

Name of Tenderer \_\_\_\_\_ Tender Number \_\_\_\_\_  
 \_\_\_\_\_ Page \_\_\_\_\_ of \_\_\_\_\_

Kindly give your quotes indicating the unit rates applied (i.e. with-profit and without-profit sharing rates).

### OPTION 1: WITHOUT PROFIT SHARING

Description	Without profit sharing rate	Annual premium (Kshs)
Group Life Assurance and Last Expense Cover for Pensionable Staff ( Sum Assured of Three (3) Times Basic Annual Salary and Last Expense Cover Of Kshs 100,000.00 Per Member As Per Attached List Of Staff) <b>Duration: 2 years</b>		
Group Life Assurance and Last Expense Cover For Non –Pensionable Staff ( Sum assured of two (2) times gross annual salary and last expense cover of Kshs 100,000.00 per member as per attached list of staff) <b>Duration: 1 year and 8 months</b>		
<b>Grand total annual premiums</b>		

**NB: Grand total Annual premium should be carried to the form of tender.**

The unit rates given shall be used to determine premium in respect of any new entrance to the scheme.

**OPTION 2: WITH PROFIT SHARING**

<b>Description</b>	<b>With profit sharing rate</b>	<b>Annual premium (Kshs)</b>
Group Life Assurance and Last Expense Cover for Pensionable Staff (Sum Assured of Three (3) Times Basic Annual Salary and Last Expense Cover of Kshs 100,000.00 Per Member as per attached list of staff) <b>Duration: 2 years</b>		
Group Life Assurance and Last Expense Cover For Non –Pensionable Staff (Sum assured of <b>two (2) times Gross Annual</b> Salary and last expense cover of Kshs 100,000.00 per member as per attached list of staff) <b>Duration: 1 year and 8 months</b>		
<b>Grand total annual premiums</b>		

**NB: Grand Total Annual premium should be carried to the form of tender.**

The unit rates given shall be used to determine premium in respect of any new entrance to the scheme.

***\*\* The Authority will consider the most favorable option \*\****



## **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 the tender documents.
5. **Tender Security Form** - When required by the tender document the tenderer shall provide the tender security either in the form included hereinafter 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.

**8.1**

**Form of Tender**

Date \_\_\_\_\_  
Tender No. \_\_\_\_\_

To: KENYA REVENUE AUTHORITY  
P. O. BOX 48240 – 00100  
NAIROBI.

Gentlemen and/or Ladies:

1. Having examined the tender documents including Addenda Nos. .... [insert numbers]. the receipt of which is hereby duly acknowledged, we, the undersigned, offer to provide **Group Life and Last expense** for Pensionable and Non Pensionable staff cover Brokerage Services in conformity with the said tender documents for the sum of

**OPTION 1: WITHOUT PROFIT SHARING**

.....  
..... (total tender amount in words and figures) for a period of two years for pensionable and 1 year and eight months for non-pensionable staff respectively.

**OPTION 2: WITH PROFIT SHARING**

.....  
..... (total tender amount in words and figures) for a period of two years for pensionable and 1 year and eight months for non-pensionable staff respectively.

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 deliver install and commission the equipment in accordance with the delivery schedule specified in the Schedule of Requirements.

3. If our Tender is accepted, we will obtain the guarantee of a bank in a sum of equivalent to \_ 10% \_\_\_\_\_ percent of the Contract Price for the due performance of the Contract, in the form prescribed by ..... (KRA).

4. We agree to abide by this Tender for a period of **335 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.

5. This Tender, together with your written acceptance thereof and your notification of award, shall constitute a Contract, between us. Subject to signing of the Contract by the parties.

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

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 20 \_\_\_\_\_

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

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

Duly authorized to sign tender for an on behalf of \_\_\_\_\_



## 8.2 CONFIDENTIAL BUSINESS QUESTIONNAIRE FORM

You are requested to give the particulars indicated in Part 1; either Part 2(a), 2(b) or 2(c) whichever applies to your type of business; and Part 3.

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

<b>Part 1 – General</b>	
1.1	Business Name .....
1.2	Location of Business Premises. .....
1.3	Plot No..... Street/Road
	Postal Address ..... Tel No. .... Fax ..... E mail .....
1.4	Nature of Business ,.....
1.5	Registration Certificate No. .....
1.6	Maximum Value of Business which you can handle at any one time – Kshs.
1.7	Name of your Bankers .....Branch .....
<b>Part 2 (a) – Sole Proprietor</b>	
2a.1	Your Name in Full ..... Age .....
2a.2	Nationality ..... Country of Origin .....
	• Citizenship Details ..... ...
<b>Part 2 (b) Partnership</b>	
2b.1	Given details of Partners as follows:
2b.2	<u>Name</u> <u>Nationality</u> <u>Citizenship Details</u> <u>Shares</u>
	1..... .....
	2..... .....
	3.....

	.....
	4.....
	.....
	<b>Part 2 (c) – Registered Company</b>
2c.1	Private or Public .....
2c.2	State the Nominal and Issued Capital of Company- Nominal Kshs. .... Issued Kshs. ....
2c.3	Given details of all Directors as follows
	<u>Name</u> <u>Nationality</u> <u>Citizenship Details</u> <u>Shares</u>
	1.....
	2.....
	3.....
	4.....
	5.....

	<b>Part 3 – Eligibility Status</b>
3.1	Are you related to an Employee, Committee Member or Board Member of Kenya Revenue Authority? Yes _____ No _____
3.2	If answer in ‘3.1’ is <b>YES</b> give the relationship. ..... ..... .....
3.3	Does an Employee, Committee Member, Board Member of Kenya Revenue Authority sit in the Board of Directors or Management of your Organization, Subsidiaries or Joint Ventures? Yes _____ No _____
3.4	If answer in ‘3.3’ above is <b>YES</b> give details. ..... ..... .....
3.5	Has your Organization, Subsidiary Joint Venture or Sub-contractor been involved in the past directly or indirectly with a firm or any of its affiliates that have been engaged by Kenya Revenue Authority to provide consulting services for preparation of design, specifications and

	other documents to be used for procurement of the goods under this invitation? Yes _____ No _____
3.6	If answer in '3.5' above is <b>YES</b> give details. ..... ..... ..... .....
3.7	Are you under a declaration of ineligibility for corrupt and fraudulent practices? YES _____ No _____
3.8	If answer in '3.7' above is <b>YES</b> give details: ..... ..... ..... .....
3.9	Have you offered or given anything of value to influence the procurement process? Yes _____ No _____
3.10	If answer in '18' above is <b>YES</b> give details ..... ..... ..... .....
	I DECLARE that the information given on this form is correct to the best of my knowledge and belief.
	Date ..... Signature of Candidate .....

- If a Kenya Citizen, indicate under "Citizenship Details" whether by Birth, Naturalization or registration.

### 8.3 TENDER SECURITY FORM

Whereas .....[name of the Tenderer]

(hereinafter called “the Tenderer”)has submitted its tender dated.....[date of submission of tender ] for the provision of .....

[name and/or description of the services]

(hereinafter called “the Tenderer”).....

KNOW ALL PEOPLE by these presents that WE.....

Of.....having registered office at

[name of KRA](hereinafter called “the Bank”)are bound unto.....

[name of KRA](hereinafter called “the KRA”) in the sum of .....

for which payment well and truly to be made to the said KRA, 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 Tenderer on the Tender Form; or
2. If the Tenderer, having been notified of the acceptance of its Tender by the KRA 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 Tenderers;

we undertake to pay to the KRA up to the above amount upon receipt of its first written demand, without the KRA having to substantiate its demand, provided that in its demand the KRA will note that the amount claimed by it is due to it, owing to the occurrence of one or both of the two conditions, specifying the occurred condition or conditions. This guarantee will remain in force up to and including thirty (30) days after the period of tender validity, and any demand in respect thereof should reach the Bank not later than the above date.

[signature of the bank]

*(Amend accordingly if provided by Insurance Company*

#### 8.4 CONTRACT FORM

THIS AGREEMENT made the \_\_\_day of \_\_\_\_\_20\_\_\_ between KRA of Kenya (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 **provision of Group life and Last expense for Pensionable and Non Pensionable** staff respectively viz and has accepted a tender by the Tenderer for the provision of Insurance Brokerage Services for Group life and Last expense for Pensionable and Non Pensionable staff respectively in the sum of .....[contract price in words and figures]

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

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

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

Signed, sealed, delivered by \_\_\_\_\_ the \_\_\_\_\_ (for the Procuring entity)

Signed, sealed, delivered by \_\_\_\_\_ the \_\_\_\_\_ (for the Tenderer)

in the presence of \_\_\_\_\_.

## 8.5 PERFORMANCE SECURITY FORM

To Kenya Revenue Authority

WHEREAS.....  
.....[name of Tenderer]

(hereinafter called "the Tenderer") has undertaken, in pursuance of Contract No. \_\_\_\_\_ [reference number of the contract] dated \_\_\_\_\_ 20\_\_\_\_ to provide Insurance Brokerage Services for 2 years.....  
.....

[Description services](Hereinafter called "the contract")

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

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

THEREFORE, WE hereby affirm that we are Guarantors and responsible to you, on behalf of the Tenderer, up to a total of  
.....

*[amount of the guarantee in words and figures],*

and we undertake to pay you, upon your first written demand declaring the Tenderer to be in default under the Contract and without cavil or argument, any sum or sums within the limits of

.....  
... *[amount of guarantee]* as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

This guarantee is valid until the \_\_\_\_\_ day of 20

\_\_\_\_\_  
Signature and seal of the Guarantors

\_\_\_\_\_  
*[name of bank or financial institution]*

\_\_\_\_\_  
*[address]*

*[date]*



**8.6 BANK GUARANTEE FOR ADVANCE PAYMENT FORM**

**To Kenya Revenue Authority**

Gentlemen and/or Ladies:

In accordance with the payment provision included in the special conditions of contract, which amends the general conditions of contract to provide for advance payment,

.....

[name and address of Tenderer] [hereinafter called “the Tenderer”] shall deposit with the Procuring entity a bank guarantee to guarantee its proper and faithful performance under the said clause of the contract in an amount of

.....  
..... *[amount of guarantee in figures and words]*.

We, the .....

*[bank or financial institution]*, as instructed by the Tenderer, agree unconditionally and irrevocably to guarantee as primary obligator and not as surety merely, the payment to the Procuring entity on its first demand without whatsoever right of objection on our part and without its first claim to the Tenderer, in the amount not exceeding  
*[amount of guarantee in figures and words]*.

We further agree that no change or addition to or other modification of the terms of the Contract to be performed there under or of any of the Contract documents which may be made between the Procuring entity and the Tenderer, shall in any way release us from any liability under this guarantee, and we hereby waive notice of any such change, addition, or modification.

This guarantee shall remain valid and in full effect from the date of the advance payment received by the Tenderer under the Contract until *[date]*.

Yours truly,

Signature                      and                      seal                      of                      the                      Guarantors

\_\_\_\_\_ *[name of bank or financial institution]*

\_\_\_\_\_ *[address]*

\_\_\_\_\_ *[date]*

## 8.7 LETTER OF NOTIFICATION OF AWARD

**Kenya Revenue Authority  
P.O Box 48240 – 00100,  
Nairobi.**

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 whose particulars appear below on the subject matter of this Letter of Notification of Award.

Deputy Commissioner,  
Supply Chain Management,  
Haile Selassie Avenue, Times Tower, 25<sup>th</sup> Floor  
Telephone: +254-020-2817022  
Facsimile: +254-020-215809

FOR: **Commissioner General**