



1. FORM OF TENDER - AMENDED

(Amended and issued pursuant to PPRA CIRCULAR No. 02/2022)

INSTRUCTIONS TO TENDERERS

- i) *All italicized text is to help the Tenderer in preparing this form.*
- ii) *The Tenderer must prepare this Form of Tender on stationery with its letterhead clearly showing the Tenderer's complete name and business address. Tenderers are reminded that this is a mandatory requirement.*
- iii) *Tenderer must complete and sign the CERTIFICATE OF INDEPENDENT TENDER DETERMINATION and the SELF-DECLARATION FORMS OF THE TENDERER as listed under (s) below.*

Date of this Tender submission:.....[insert date (as day, month, and year) of Tender submission] **Tender Name and identification: KRA/HQS/NCB-020/2022-2023: PROVISION OF GROUP LIFE ASSURANCE AND LAST EXPENSE INSURANCE BROKERAGE SERVICES FOR A PERIOD OF TWO (2) YEARS. Alternative No.:**.....N/A.....[insert identification No if this is a Tender for an alternative]

To: **KENYA REVENUE AUTHORITY**

- a) **No reservations:** We have examined and have no reservations to the tendering document, including Addenda issued in accordance with ITT 9;
- b) **Eligibility:** We meet the eligibility requirements and have no conflict of interest in accordance with ITT 4;
- c) **Tender-Securing Declaration:** We have not been suspended nor declared ineligible by the Procuring Entity based on execution of a Tender-Securing Declaration or Proposal-Securing Declaration in Kenya in accordance with ITT 21;
- d) **Conformity:** We offer to provide the Insurance Services in conformity with the tendering document of the following: [insert the list of items tendered for and a brief description of the Insurance Services];

SCHEDULE OF TENDERED ITEMS AND PRICES

WITH PROFIT SHARING

Brief description of item to be insured	Value of item to be insured	WITH PROFIT SHARING					
		Current Number of Staff	With Profit sharing rate	Annual Premium (Inclusive of VAT & any Discounts offered)			
Death & PTD	Three (3) years Gross salary- for Permanent & Pensionable, Seconded & Staff on probation Three (3)years Gross salary- for Fixed Term Contract & Executive Contract Staff	8619					
Critical Illness	Standalone 30% of Sum assured upto a Max of 19 million						
Last Expense	Ksh. 200,000.00 for Main member Ksh. 100,000.00 for Spouse						
Free cover limit	Ksh. 30,000,000.00						
Eligibility	All KRA staff on permanent, Fixed term and Executive contract						
Exclusions	None						
Rider to last expense	Free Hearse & Coffin. Free Grief & counselling						
							Two (2) years Annual premium (Inclusive of VAT & any Discounts offered)

WITHOUT PROFIT SHARING

Brief description of item to be insured	Value of item to be insured	WITHOUT PROFIT SHARING		
		Current Number of Staff	With Profit sharing rate	Annual Premium (Inclusive of VAT & any Discounts offered)
Death & PTD	Three (3) years Gross salary- for Permanent & Pensionable, Seconded & Staff on probation Three (3)years Gross salary- for Fixed Term Contract & Executive Contract Staff	8619		Two (2) years Annual premium (Inclusive of VAT & any Discounts offered)
Critical Illness	Standalone 30% of Sum assured upto a Max of 19 million			
Last Expense	Ksh. 200,000.00 for Main member Ksh. 100,000.00 for Spouse			
Free cover limit	Ksh. 30,000,000.00			
Eligibility	All KRA staff on permanent, Fixed term and Executive contract			
Exclusions	None			
Rider to last expense	Free Hearse & Coffin. Free Grief & counselling			

1. The total premium for **two (2) years with profit making** for Permanent & Pensionable, Seconded & Staff on probation and Fixed Term Contract & Executive Contract Staff (in Figures).....(in words)
 (Inclusive of VAT & any Discounts offered)

2. The total premium for **two (2) years without profit making** for Permanent & Pensionable, Seconded & Staff on probation and Fixed Term Contract & Executive Contract Staff (in Figures).....(in words)
(Inclusive of VAT & any Discounts offered)

- e) **Discounts:** The discounts offered and the methodology for their application are : (
 - i) The discounts offered are: [*Specify in detail each discount offered.*]
 - ii) The exact method of calculations to determine the net price after application of discounts is shown below: [*Specify in detail the method that shall be used to apply the discounts*];
- f) **Tender Validity Period:** Our Tender shall be valid for the period specified in TDS 19.1(as amended if applicable) from the date fixed for the Tender submission deadline (specified in TDS 23.1(as amended if applicable), and it shall remain binding upon us and may be accepted at any time before the expiration of that period;
- g) **Performance Security:** If our Tender is accepted, we commit to obtaining a Performance Security in accordance with the tendering document;
- h) **One Tender Per Tenderer:** We are not submitting any other Tender (s) as an individual Tenderer, and we are not participating in any other Tender (s) as a Joint Venture member or as a subcontractor, and meet the requirements of ITT 4.3, other than alternative Tenders submitted in accordance with ITT 14;
- i) **Suspension and Debarment:** We, along with any of our subcontractors, suppliers, consultants, manufacturers, or insurance Providers for any part of the contract, are not subject to, and not controlled by any entity or individual that is subject to, a temporary suspension or a debarment imposed by the PPRA. Further, we are not in eligible under Kenya's official regulations or pursuant to a decision of the United Nations Security Council;
- j) **State-owned enterprise or institution:** [*select the appropriate option and delete the other*] [*We are not a state-owned enterprise or institution*]/ [*We are a state-owned enterprise or institution but meet the requirements of ITT 4.6*];
- k) **Commissions, gratuities, and fees:** We have paid, or will pay the following commissions, gratuities, or fees with respect to the Tendering process or execution of the Contract: [*insert complete name of each Recipient, including Insurance Brokers, its full address, the reason for which each commission or gratuity was paid and the amount and currency of each such commission or gratuity,*]

Name of Recipient	Address	Reason	Amount

(If none has been paid or is to be paid, indicate "none.")

[Delete if not appropriate, or amend to suit] We confirm that we understand the provisions relating to the Standstill Period as described in this tendering document and the Procurement Regulations.

- (m) **Binding Contract:** We understand that this Tender, together with your written acceptance thereof included in your Form of Acceptance, shall constitute a binding contract between us until a formal contract is prepared and executed;
- (n) **Not Bound to Accept:** We understand that you are not bound to accept the lowest evaluated cost Tender, the Best Evaluated Tender, or any other Tender that you may receive;
- (o) **Fraud and Corruption:** We hereby certify that we have taken steps to ensure that no person acting for us or on our behalf engages in any type of Fraud and Corruption.
- (p) **Collusive practices:** We hereby certify and confirm that the tender is genuine, non-collusive and made with the intention of accepting the contract if awarded. To this effect we have signed the "Certificate of Independent tender Determination" attached below; and
- (q) **Code of Ethical Conduct:** We undertake to adhere by the Code of Ethics for Persons Participating in Public Procurement and Asset Disposal, copy available from (specify website) during the procurement process and the execution of any resulting contract.
- (r) **Beneficial Ownership Information:** We commit to provide to the procuring entity the Beneficial Ownership Information in conformity with the Beneficial Ownership Disclosure Form upon receipt of notification of intention to enter into a contract in the event we are the successful tenderer in this subject procurement proceeding.
- (s) We, the Tenderer, have duly completed, signed and stamped the following Forms as part of our Tender:
 - (i) Tenderer's Eligibility; Confidential Business Questionnaire – to establish we are not in any conflict to interest.
 - (ii) Certificate of Independent Tender Determination – to declare that we completed the tender without colluding with other tenderers.
 - (iii) Self-Declaration of the Tenderer—to declare that we will, if awarded a contract, not engage in any form of fraud and corruption.
 - (iv) Declaration and commitment to the Code of Ethics for Persons Participating in Public Procurement and Asset Disposal.

Further, we confirm that we have read and understood the full content and scope of fraud and corruption as informed in "Appendix 1-Fraud and Corruption" attached to the Form of Tender.

Name of the Tenderer: *[insert complete name of the person signing the Tender]

Name of the person duly authorized to sign the Tender on behalf of the Tenderer:
 **:..... [insert complete name of person duly authorized to sign the Tender]

Title of the person signing the Tender:..... [insert complete title of the person signing the Tender] Signature of the person named above :..... [insert signature of person whose name and capacity are shown above]

Date signed:..... [insert date of signing] day of [insert month], [insert year].

