



**Kenya National Highways Authority**

*Quality Highways, Better Connections*

***TENDER NO. KeNHA/1861/2018***

**PROVISION OF GROUP PERSONAL  
ACCIDENT, GROUP LIFE AND WORK  
INJURY BENEFIT INSURANCE COVER FOR  
KENYA NATIONAL HIGHWAYS  
AUTHORITY STAFF AND BOARD OF  
DIRECTORS**

***CLOSING DATE: WEDNESDAY, 7TH MARCH, 2018 AT 11.00 A.M***

# Table of Contents

	<b>Page</b>
<b>INTRODUCTION</b> .....	3
Section I INVITATION FOR TENDERS.....	4
Section II INSTRUCTION TO BIDDERS .....	5
(Appendix to instruction to bidders)	19
Section III GENERAL CONDITIONS OF CONTRACT.....	22
Section IV SPECIAL CONDITIONS OF CONTRACT .....	28
Section V SCHEDULE OF REQUIREMENTS .....	31
Section VI STANDARD FORMS .....	35
1. FORM OF TENDER .....	36
2. PRICE SCHEDULES.....	37
3. CONFIDENTIAL BUSINESS QUESTIONNAIRE FORM ....	38
4. TENDER SECURITY FORM .....	39
5. FORM KeNHA 1 – PROFESSIONAL QUALIFICATIONS.....	40
6. FORM KeNHA 2 – UNDERWRITERS’ REQUIREMENTS .....	41
7. FORM KeNHA 3 – CLIENT REFERENCE FORM.....	72

## INTRODUCTION

**Kenya National Highways Authority** hereinafter referred to as KeNHA, intends to engage the services of competent Insurance Brokers who will be expected to undertake the following: -

- a) Obtain premium quotations from reputable insurance underwriters.
- b) Study and negotiate the terms of the insurance policies to suit the requirements of KeNHA.
- c) Forward the premium payment to the underwriter.
- d) Obtain the policy documents and submit them to KeNHA.
- e) Handle insurance claims.
- f) Advise KeNHA on the appropriate insurance protection for their insurable interests.

**NOTE:** Bidders must possess the necessary professional and technical qualifications and competence, financial resources, equipment and other physical facilities, managerial capability, experience in the provision of insurance services, reputation, and the personnel to perform the contract. They should also have legal capacity to enter into the contract and that they have continuously fulfilled obligations to pay taxes and social Security contributions.

## SECTION I - INVITATION FOR TENDERS

*Date: 13<sup>th</sup> February 2018*

### **TENDER REF: NO. KENHA/1861/2018 - TENDER FOR THE PROVISION OF GROUP PERSONAL ACCIDENT, GROUP LIFE AND WORK INJURY BENEFIT INSURANCE COVER FOR KeNHA STAFF AND BOARD OF DIRECTORS**

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- 1.2 The **Kenya National Highways Authority** now invites sealed bids for the **Provision of Group Personal Accident, Group Life and Work Injury Benefit Insurance Cover for KeNHA staff and Board of Directors**
- 1.3 Interested eligible candidates may obtain further information from and inspect the tender documents at the procurement office, situated at the Kenya National Highways Authority Headquarters on First Floor Blueshield Towers during normal working hours.
- 1.3 A complete set of tender documents may be obtained by interested candidates upon payment of a non-refundable fee of One Thousand Kenya shillings (Kshs. 1,000) in form of banker's cheque payable to Kenya National Highways Authority. Alternatively, tender documents may be obtained free of charge by downloading from KeNHA website: [www.kenha.co.ke](http://www.kenha.co.ke) or Kenya Supplier Portal: [supplier.treasury.go.ke](http://supplier.treasury.go.ke).
- 1.4 Prices quoted should be net inclusive of all taxes, and delivery costs, must be in Kenya Shillings and shall remain valid for (120) days from the closing date of the tender.
- 1.5 The bidder shall submit a sequentially serialized tender document
- 1.6 Completed tender documents are to be enclosed in plain sealed envelopes, marked with the tender number and name and be deposited in the Tender Box at **Mezzanine Floor, BlueShield Towers** or be addressed to:
- Kenya National Highways Authority,  
Blue Shield Towers, Mezzanine Floor,  
Hospital Road, Upper Hill  
P.O Box 49712 - 00100, Nairobi.**
- 1.7 so as to be received on or before **WEDNESDAY, 7TH MARCH, 2018 AT 11 A.M** Tenders will be opened immediately thereafter in the presence of the candidates representatives who choose to attend at **KeNHA Boardroom on 3<sup>rd</sup> Floor of the same building.**

**Deputy Director Supply Chain Management  
For: Director General**

**SECTION II - INSTRUCTION TO BIDDERS**

**Table of Clauses**

	Page
2.1 Eligible Bidders.....	6
2.2 Cost of Tendering.....	6
2.3 Contents of Tender document.....	6
2.4 Clarification of Tender document.....	7
2.5 Amendments of Tender document.....	8
2.6 Language of Tenders.....	8
2.7 Documents Comprising the Tender.....	8
2.8 Tender Form.....	8
2.9 Tender Prices.....	9
2.10 Tender Currencies.....	9
2.11 Bidders Eligibility and Qualifications.....	9
2.12 Tender Security.....	9
2.13 Validity of Tenders.....	10
2.14 Format and Signing of Tenders.....	11
2.15 Sealing and Marking of Tenders.....	11
2.16 Deadline for Submission of Tenders.....	11
2.17 Modification and Withdrawal of Tenders.....	12
2.18 Opening of Tenders.....	12
2.19 Clarification of Tenders.....	13
2.20 Preliminary Examination.....	13
2.21 Conversion to Single Currency.....	14
2.22 Evaluation and Comparison of Tenders.....	14
2.23 Contacting KENHA.....	15
2.24 Post-Qualification.....	15
2.25 Award Criteria.....	16
2.26 KeNHA’s Right to Accept or Reject any or all Tenders.....	16
2.27 Notification of Award.....	17
2.28 Signing of Contract.....	17
2.29 Performance Security.....	17
2.30 Corrupt or Fraudulent Practices.....	18

**SECTION II - INSTRUCTIONS TO BIDDERS**

## **2.1. Eligible Bidders**

- 2.1.1 This Invitation for Tenders is open to all Bidders. Successful Bidders shall provide the services for the stipulated duration from the date of commencement (hereinafter referred to as the term) specified in the tender documents.
- 2.1.2 KeNHA's employees, committee members, board members and their relatives (spouse and children) are not eligible to participate in the tender unless where specially allowed under section 131 of the Act.
- 2.1.3 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 KeNHA 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 Bidders 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 Bidder shall bear all costs associated with the preparation and submission of its tender, and KeNHA, will in no case be responsible or liable for those costs. Regardless of the conduct or outcome of the tendering process
- 2.2.2 The price to be charged for the tender document shall not exceed Ksh.1,000/=
- 2.2.3 KeNHA 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 documents comprise the documents listed below and addenda issued in accordance with clause 2.5 of these instructions to Bidders.
- (i) Instructions to Bidders
  - (ii) General Conditions of Contract
  - (iii) Special Conditions of Contract
  - (iv) Schedule of Requirements
  - (v) Details of Insurance Cover

- (vi) Form of Tender
- (vii) Price Schedules
- (viii) Contract Form
- (ix) Confidential Business Questionnaire Form
- (x) Tender security Form
- (xi) FORM KeNHA 1 – Professional Qualifications
- (xii) FORM KeNHA 2 – Requirements For Proposed Underwriters
- (xiii) FORM KeNHA 3 – Client reference Form

2.3.2 The Bidder 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 Bidders 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 KeNHA by post, fax or by email at KeNHA's address indicated in the Invitation for tenders. KeNHA 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 KeNHA. Written copies of the KeNHA's 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 KeNHA 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 tender.

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

## **2.5 Amendment of Tender Documents**

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

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

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

## **2.6 Language of Tenders**

2.6.1 The tender prepared by the Bidder, as well as all correspondence and documents relating to the tender exchanged by the Bidder and KeNHA, 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 tender, the English translation shall govern.

## **2.7 Documents Comprising the Tender**

2.7.1 The tender prepared by the Bidder 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 Bidder 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
- (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 documents, indicating the services to be provided.

## **2.9 Tender Prices**

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

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

2.9.3 Prices quoted by the Bidder 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

## **2.10. Tender Currencies**

2.10.1 Prices shall be quoted in Kenya Shillings

## **2.11. Bidders Eligibility and Qualifications**

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

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

## **2.12. Tender Security**

2.12.1 The Bidder shall furnish, as part of its tender, a tender security for the amount and form specified in the Appendix to Instructions to Bidders.

2.12.2 The tender security shall not exceed 2 per cent of the tender price.

2.12.3 The tender security is required to protect KeNHA against the risk of Bidder'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 of:-  
Cash, bank guarantee, such insurance guarantee approved by the Public Procurement Oversight Authority.

2.12.5 Any tender not secured in accordance with paragraph 2.12.1. and 2.12.3 **shall be rejected by KeNHA as non-responsive**, pursuant to paragraph 2.20.5

2.12.6 Unsuccessful Bidder'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 Bidder's tender 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 tender security may be forfeited:

- (a) if a Bidder withdraws its tender during the period of tender validity.
- (b) in the case of a successful Bidder, if the Bidder fails:
  - (i) to sign the contract in accordance with paragraph 2.29 or
  - (ii) to furnish performance security in accordance with paragraph 2.30.
- (c) If the Bidder rejects correction of an arithmetic error in the tender.

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

2.13.1 Tenders shall remain valid for 120 days after date of tender opening pursuant to paragraph 2.18. A tender valid for a shorter period shall be rejected by KeNHA as non-responsive.

2.13.2 In exceptional circumstances, KeNHA 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 tender 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 tender.

### **2.14. Format and Signing of Tenders**

2.14.1 The Bidder shall prepare an original and a copy of the tender, clearly marking each "**ORIGINAL TENDER**" and "**COPY OF TENDER,**" as appropriate. In the event of any discrepancy between them, the original shall govern.

2.14.2 The original and all copies of the tender shall be typed or written in indelible ink and shall be signed by the Bidder or a person or persons duly authorized to bind the Bidder 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 Bidder, in which case such corrections shall be initialed by the person or persons signing the tender.

## **2.15 Sealing and Marking of Tenders**

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

2.15.2 The inner and outer envelopes shall:

- (a) Be addressed to KeNHA at the address given in the Invitation to Tender.
- (b) Bear tender number and name in the invitation to tender and the words, “*DO NOT OPEN BEFORE WEDNESDAY, 7TH MARCH, 2018 AT 11 A.M.*”. The inner envelopes shall also indicate the name and address of the Bidder to enable the tender to be returned unopened in case it is declared “late”.

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

## **2.16. Deadline for Submission of Tenders**

2.16.1 Tenders must be received by KeNHA at the address specified under paragraph 2.15.2 not later than *WEDNESDAY, 7TH MARCH, 2018 AT 11 A.M.* KeNHA may, at its discretion, extend this deadline for the submission of tenders by amending the tender documents in accordance with paragraph 2.5.3 in which case all rights and obligations of KeNHA and candidates previously subject to the deadline will thereafter be subject to the deadline as extended.

2.16.2 Bulky tenders which will not fit the tender box shall be received by KeNHA as provided for in the appendix.

## **2.17. Modification and Withdrawal of Tenders**

2.17.1 The Bidder 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 KeNHA prior to the deadline prescribed for submission of tenders.

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. Withdrawal notice may also be sent by fax or email

but followed by a signed confirmation copy, postmarked not later than the deadline for submission of tenders.

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

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

## **2.18. Opening of Tenders**

2.18.1 KeNHA will open all tenders in the presence of Bidders' representatives who choose to attend at ***WEDNESDAY, 7TH MARCH, 2018 AT 11 A.M*** and in the location specified in the invitation for tenders. The Bidders' representatives who are present shall sign a register evidencing their attendance

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

2.18.3 KeNHA will prepare minutes of the tender opening, which will be submitted to Bidders that signed the tender opening register and will have made the request.

## **2.19 Clarification of Tenders**

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

2.19.2 Any effort by the Bidder to influence KeNHA in its tender evaluation, tender comparison or contract award decisions may result in the rejection of the Bidders' tender.

## **2.20 Preliminary Examination and Responsiveness**

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

- 2.20.2 Arithmetical errors will be rectified on the following basis. If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail, and the total price shall be corrected. If the candidate does not accept the correction of the errors, its tender will be rejected, and its tender security forfeited. If there is a discrepancy between words and figures, the amount in words will prevail
- 2.20.3 KeNHA 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 Bidder.
- 2.20.4 Prior to the detailed evaluation, pursuant to paragraph 2.20, KeNHA 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. KeNHA's determination of a tender's responsiveness is to be based on the contents of the tender itself without recourse to extrinsic evidence.
- 2.20.5 If a tender is not substantially responsive, it will be rejected by KeNHA and may not subsequently be made responsive by the Bidder by correction of the nonconformity.

## **2.21. Conversion to single currency**

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

## **2.22. Evaluation and Comparison of Tenders**

- 2.22.1 KeNHA will evaluate and compare the tenders which have been determined to be substantially responsive, pursuant to paragraph 2.20.
- 2.22.2 KeNHA's evaluation of a tender will take into account, in addition to the tender price, the following factors, in the manner and to the extent indicated in paragraph 2.22.3.

- (a) Operational plan proposed in the tender;

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

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

- (a) Operational Plan
  - (i) KeNHA 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 KeNHA have required delivery time will be treated as non-responsive and rejected.
- (b) Deviation in payment schedule
  - (i) Bidders 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. Bidders 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. KeNHA may consider the alternative payment schedule offered by the selected Bidder.

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

## **2.23. Contacting KeNHA**

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

2.23.2 Any effort by a Bidder to influence KeNHA in its decisions on tender evaluation, tender comparison, or contract award may result in the rejection of the Bidders' tender.

## **2.24 Post-qualification**

2.24.1 KeNHA will verify and determine to its satisfaction whether the Bidder that is selected as having submitted the lowest evaluated responsive tender is qualified to perform the contract satisfactorily.

2.24.2 The determination will take into account the Bidder financial and technical capabilities. It will be based upon an examination of the documentary evidence of the Bidders qualifications submitted by the Bidder, pursuant to paragraph 2.11.2, as well as such other information as KeNHA 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 tender, in which event KeNHA will proceed to the next lowest evaluated tender 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 KeNHA will award the contract to the successful Bidder whose tender has been determined to be substantially responsive and has been determined to be the lowest evaluated tender, 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. KeNHA's Right to accept or Reject any or all Tenders**

2.26.1 KeNHA 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 Bidder or Bidders or any obligation to inform the affected Bidder or Bidders of the grounds for KeNHA's action. If KeNHA determines that none of the tenders is responsive, KeNHA shall notify each Bidder who submitted a tender.

2.26.2 KeNHA 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 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.

## **2.27 Notification of Award**

2.27.1 Prior to the expiration of the period of tender validity, KeNHA will notify the successful Bidder in writing that its tender has been accepted.

2.27.2 The notification of award will signify the formation of the contract subject to the signing of the contract between the Bidder and KeNHA pursuant to clause 2.9. Simultaneously the other Bidders shall be notified that their tenders were not successful.

2.27.3 Upon the successful Bidder's furnishing of the performance security pursuant to paragraph 2.29 KeNHA will promptly notify each unsuccessful Bidder and will discharge its tender security, pursuant to paragraph 2.12

## **2.28 Signing of Contract**

2.28.1 At the same time as KeNHA notifies the successful Bidder that its tender has been accepted, KeNHA will simultaneously inform the other Bidders that their tenders have not been successful.

2.28.2 Within fourteen (14) days of receipt of the Contract Form, the successful Bidder shall sign and date the contract and return it to KeNHA.

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 KeNHA.

2.28.3 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 tender security, in which event KeNHA may make the award to the next lowest evaluated tender or call for new tenders.

## **2.29 Corrupt or Fraudulent Practices**

2.30.1 KeNHA 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 KeNHA 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

2.30.3 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 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 Tenderers	<b>Particulars of Appendix to instructions to Bidders</b>
2.12.1	Tender security required - KShs. <b>100,000/=</b> in the form of Unconditional Bank Guarantee from a reputable bank in Kenya valid for 30 days beyond the tender validity period
2.14.1	<i>Bidders shall provide <b>1 ORIGINAL</b> copy of the tender document clearly <b>marked original</b> and <b>1 other copy marked COPY</b> all placed in one envelope.</i>
2.15.2 (b)	The closing date of the tender shall be <b>WEDNESDAY, 7TH MARCH, 2018 AT 11 A.M</b>
2.22	<p>The evaluation and comparison of tenders shall be as follows:-</p> <p><b>Confirmation of compliance with Mandatory requirements.</b></p> <ul style="list-style-type: none"> <li>• Bidders who fail to comply with any of the mandatory requirements shall be treated as non-responsive and rejected at this stage.</li> </ul> <p><b>Technical Evaluation.</b></p> <ul style="list-style-type: none"> <li>• Bidders who meet all the mandatory evaluation requirements shall be evaluated as per the Technical Evaluation Criteria set out in the table below. Bidders are required to score more than 75% to qualify for further evaluation under the Commercial Evaluation Criteria.</li> </ul> <p><b>Commercial Evaluation.</b></p> <ul style="list-style-type: none"> <li>• The quotations received from the responsive bidders shall be evaluated and ranked from the lowest to the highest provided that the quotations were obtained from the eligible insurers as specified in Section 4.1. The commercial evaluation shall also take into consideration any conditions attached to the quotations for each class of insurance specified in tables of Schedule of Insurance Requirements and the Price Schedule Form.</li> </ul>
2.25.1	The 3 classes of insurances in the summary will be awarded as one Lot to the overall lowest evaluated bidder while aviation liability will be awarded on its own to the lowest evaluated bidder.
2.29	Not applicable to this tender.

## (II) CRITERIA OF EVALUATION

The method of evaluation will be Merit Point System and the evaluation criteria will be applied as indicated here below: -

1.	MANDATORY REQUIREMENTS	(YES/NO)
a)	Copy of tender security (Value <b>Kshs.100, 000.00</b> ) in the form of Unconditional Bank Guarantee from a reputable bank in Kenya and valid for 30 days beyond the tender validity period.	
b)	<b>Certified</b> Certificate from Commissioner of Insurance for current year (2018).	
c)	<b>Proof</b> of Registration as a member of AIB/AKI for the current year (2018).	
d)	Copy of current Valid Tax Compliance Certificate from KRA.( Validity will be verified online with the KRA TCC Checker)	
e)	Details of professional qualifications for principal officer and at least three other senior officers in the prescribed format (FORM KeNHA 1 attached).	
f)	<b>Certified</b> Copy of certificate of incorporation/Registration.	
h)	Dully filled Confidential Business Questionnaire Form.	
i)	<b>Certified</b> Copy of Single business permit from City/County Government.	
j)	Duly completed, signed and stamped form of tender.	
k)	Must have been in existence for the last five years.	
l)	Tender validity of at least 120 days.	
j)	Must have a Bank guarantee of at least Kshs. 3 Million deposited with the Commissioner of Insurance and a Copy be submitted. (Provide <b>Certified</b> copy or confirmatory letter from Commissioner of Insurance).	
k)	Panel of proposed underwriters who meet the eligibility requirements specified in paragraph 4.1. The original copy of FORM KeNHA 2 in respect of each proposed underwriter must be submitted	
l)	Professional Indemnity limit of at least <b>Kshs.10 million</b>	
m)	Completed Client Reference Forms – FORM KeNHA 3. Provide reference from five (5) corporate clients. The insurance portfolio handled for each of the clients must be more than five million shillings ( Kshs. 7,000,000.00)	
n)	The tender document must be sequentially serialized	

### **Note:**

- 1. Where certified copies are required, they must be done so by a commissioner of Oaths or an Advocate of the High Court.**
- 2. Bidders must meet all the mandatory requirements to qualify for technical evaluation.**

<b>1. TECHNICAL EVALUATION</b>			
<b>CRITERIA</b>	<b>METHOD OF EVALUATION</b>	<b>MAXIMUM POINTS</b>	<b>PERCENTAGE SCORE</b>
Firm experience as shown by number of years in insurance brokerage business.	2 points for every year's experience	10	
Professional qualifications and experience of the Principal Officer	ACII/AIHK - 5 points	20	
	Relevant degree -5points		
	Postgraduate degree/PhD - 5 points		
	Relevant experience - 1 point for every year's experience after qualification, max. 5		
Professional qualifications and experience of three other technical personnel	ACII/AIHK – 5	30	
	Relevant degree – 5		
	Postgraduate degree/PhD – 5		
	Relevant experience - 1 point for every year's experience after qualification, max. 5		
Gross premium turnover	Average premium turnover for the last two years - 2 points for every Kshs. 7 million handled.	20	
Claims Administration (at least 10 clients )	Based on Client Reference FORM KeNHA 3.	20	
	<b>Total</b>	<b>100</b>	<b>100%</b>

**SECTION III - GENERAL CONDITIONS OF CONTRACT**

**Table of Clauses**

	Page
3.1 Definitions.....	23
3.2 Application.....	24
3.3 Standards.....	25
3.4 Use of Contract Documents and Information.....	25
3.5 Patent Rights.....	25
3.6 Performance Security.....	24
3.7 Delivery of Services and Documents.....	25
3.8 Payment.....	25
3.9 Prices.....	25
3.10 Assignment.....	25
3.11 Termination for Default.....	25
3.12 Termination for Insolvency.....	26
3.13 Termination for Convenience.....	26
3.14 Resolution of Disputes.....	26
3.15 Governing Language.....	27
3.16 Applicable law.....	27
3.17 Force Majeure.....	27
3.18 Notices.....	27

## **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 KeNHA 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 KeNHA under the Contract.
- (d) “KeNHA” 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 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 KeNHA'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 KeNHA 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 KeNHA'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 KeNHA and shall be returned (all copies) to KeNHA on completion of the contract's or performance under the Contract if so required by KeNHA.

### **3.5. Patent Rights**

3.5.1 The Contractor shall indemnify KeNHA 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 KeNHA the performance security where applicable in the amount specified in SCC

3.6.2 The proceeds of the performance security shall be payable to KeNHA 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 KeNHA 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 KeNHA 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 Bidder in accordance with the terms specified by KeNHA in the schedule of requirements and the special conditions of contract

### **3.8. Payment**

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

3.8.2. Payment shall be made promptly by KeNHA as specified in the contract.

### **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 tender.

### **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 KeNHA's prior written consent.

### **3.11. Termination for Default**

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



3.11.2 In the event KeNHA 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 KeNHA 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 KeNHA 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 KeNHA.

### **3.13. Termination for Convenience**

3.13.1 KeNHA 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 KeNHA 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 KeNHA 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. CONDITIONS TO BE MET BY THE INSURANCE COMPANY**

The documents that must be submitted by the underwriters whose quotations are presented by the bidders are indicated in **FORM KeNHA 2**. Bidders must evaluate their proposed underwriters to ensure that they **must have done annual gross premiums excluding motor insurance business in** previous year of more than **Kshs. 500,000,000.00 (Five hundred million shillings)**.

### **4.2 CONDITIONS TO BE MET BY INSURANCE BROKER**

- Must be registered with the Insurance Regulatory Authority (IRA) for current year and a copy of the current license be submitted
- Should have in business for at least five (5) years
- Must have a Professional Indemnity Insurance Cover of at least
- Kshs. **50 Million** and a copy should be submitted.
- Must provide a list of five (5) reputable clients with the client's premium of at least five (5) million each year per client.
- Attach at least three letters of reference from each reputable client stated above.
- Must submit copies of the audited accounts for the last three years (2014, 2015 & 2016).

#### **Must submit copies of the following documents;**

- Certified copy of certificate of incorporation
- Copy of current Valid Tax Compliance Certificate from KRA
- Must be a current member of the Association of Insurance Brokers (AIBK)
- Must submit original underwriter's quotation.

#### **Duties of the Broker**

- The broker shall ensure that the recommended Underwriter has the capacity to underwrite a minimum lead of 30% of the respective policy as awarded for assets based policies.
- The broker should be responsible for:-
  - Structuring and obtaining optimum policy covers from the Underwriters as per the tender
  - Remitting to the Underwriter all premiums paid by KeNHA

- Analyze, review, scrutinize the policy document and endorsements therein
- Ensure premium certificates such as for motor vehicles are received in KeNHA offices within 12 hours of request
- Ensure proper claims administration by fully coordinating prudent requirements between KeNHA and the selected Underwriter
- Ensure all Last Expense claims for employees are settled within 24 hours and for spouses and children are settled within 7 days
- Ensure all fully documented Motor claims are settled within 28 days
- Ensure all fully documented Group Life and Personal Accident claims are settled within 28 days
- Ensure all fully documented Public Liability Claims are settled within 28 days
- Ensure all fully documented Property claims are settled within 28 days
- Carry out a review of the Authority's insurance needs within 6 months of the contract and make appropriate recommendations to the Authority
- Ensure preparation of monthly claims records which must be submitted to KeNHA by 15<sup>th</sup> of the following month
- Arrange quarterly meetings to review performance of the covers.
- Negotiate with the qualified Underwriter any other pertinent aspect of the policy that may arise during the term of the policy
- Carry out Loss control surveys and make appropriate risk improvement recommendations
- Collect and deliver mail and any other information from KeNHA offices

**NB:** - The procuring entity shall disqualify a bidder whose special conditions or exclusions are too exposing to the procuring entity in terms of uncovered risks without further reference to the bidder.

All policies to have a cancellation notice of at least 60 days

**4.3 Special Conditions of Contract as relates to the General Conditions of Contract are tabulated below:-**

<b>Reference of General Conditions of Contract</b>	<b>Special Condition of Contract</b>
3.6 Performance security	Ten Percent (10%) of the tender sum in the form of Unconditional Bank Guarantee from a reputable bank in Kenya and valid for the entire contract period.
3.7 Delivery of Services	<p>The insurance broker shall be required to confirm cover before the commencement date by delivering the insurer's confirmation endorsements, Policy Document and insurance certificates where applicable. The policy document shall be prepared and delivered within 30 days from the cover commencement date.</p> <p>Additional staff may join the workforce of the Authority during the contract period and a proposal should be included illustrating on their inclusion in the insurance cover. The premium rates will be maintained during the contract period. Any additions or deletions will be on pro rata basis. For any additions additional premiums will be raised and paid separately while for deletions the service provider will issue a credit note on pro rata basis.</p>
3.8 Payment	Payment of premium shall be made by KeNHA as specified under clause 3.82
	There shall be no price adjustment.
3.16 Applicable law	The Insurance Act Cap 487
3.18 Notices	Kenya National Highways Authority P. O Box 49712 – 00100, Nairobi

## SECTION V - SCHEDULE OF REQUIREMENTS

1. Bidders are required to provide their quotations based on the format of the appended **Schedule of Insurance Requirements** and should enumerate all the exclusions, extensive and special clauses, policy limitations and excess applicable under each of the policies.
2. Bidders will be required to provide a summary of their quotations based on the format of the appended **Price Schedule Form**. Bidders must take into consideration the arrangement of the policies as presented in the **Price Schedule Form** while making their recommendations of the underwriters for the various policies.
3. Bidders must submit copies of quotation slips as received from insurers along with the signed FORM KeNHA2 from their recommended underwriters. The Bidders must ensure that the premium presented in the Price Schedule Forms and Schedule of Insurance Requirements is the same as those in the insurers' original quotation slips.
4. Any special requirements in respect to each class of insurance have been provided in the Schedule of Insurance Requirements. Such requirements must be considered and addressed in the bids.
5. It should be made clear to all participating underwriters that the insured values could be subject to revision to incorporate changes occurring before cover commencement date.

## SCHEDULE OF INSURANCE REQUIREMENTS

### 5.0 SUMMARY OF THE CLASS OF POLICIES

No.	Particulars of Insurance	Value to be insured in Ksh (Annual Salary)	Risks to be covered
1.	Group Personal Accident (Staff) Insurance	<b>727,904,051.61</b>	Accident
2.	Group Personal Accident (Directors)	<b>12,000,000.00</b>	Accident
3.	Group Life Insurance	<b>727,904,051.61</b>	Life
4.	Work Injury Compensation Act (WIBA)	<b>727,904,051.61</b>	Injury

#### 1. CLASS OF POLICY: - GROUP PERSONAL ACCIDENT (STAFF) INSURANCE

The policy is to cover **476** Kenya National Highways Authority staff in and out of work place 24 hours, 7 days a week.

The expected benefits are:-

- Death – 5 years basic Salary
- PTD - 5 years basic Salary
- TTD - Actual weekly salary (maximum of 104) weeks
- Medical expenses – Kshs. 500,000.00 per person per accident until full recovery or declaration of disability or death as per the law.

PERIOD OF INSURANCE: -

Two years

SUM INSURED: -

**727,904,051.61**

ANNUAL PREMIUM: -

KSHS. -----

INSURER: -

-----

**NB: List all exclusions if any**

**2. CLASS OF POLICY: - GROUP PERSONAL ACCIDENT (BOARD OF DIRECTORS)**

This policy is expected to cover the members of the Board of Directors (6) 24 hours, 7 days a week.

The expected benefits are:-

- Death - Kshs. 2,000,000.00
- Medical expenses - Kshs. 500,000.00 per person per accident
- Funeral - Ksh. 100,000.00

PERIOD OF INSURANCE: - Two years  
SUM INSURED: - KSHS. 15,600,000.00  
ANNUAL PREMIUM: - KSHS. -----  
INSURER: - -----

**NB: List all exclusions if any**

**3. CLASS OF POLICY: - GROUP LIFE INSURANCE**

This policy is meant to cover all the members of **staff (476)** in case of death while in service from any cause. The value of the expected premium will be based on their 5 years basic salary. The total value of their 5 years basic salary is Kshs. 727,904,051.61

PERIOD OF INSURANCE: - TWO YEARS  
SUM INSURED: - KSHS. 727,904,051.61  
SPECIAL CONDITIONS IF ANY:-  
ANNUAL PREMIUM: - KSHS. -----  
INSURER: - -----  
Free Cover - Ksh.12,000,000.00

**NB: List all exclusions if any**



**4. CLASS OF POLICY: - WORK INJURY AND BENEFITS ACT (WIBA)**

This policy is expected to cover all the employees of the Authority either permanent, or on short term contract. The Underwriter must indemnify the Authority against all liabilities under the work injury and Benefits Act. The value of this policy will be based on one year and half years basic salary.

PERIOD OF INSURANCE: -	Two years
SUM INSURED: -	KSHS. 727,904,051.61 (One year's basic salary)
EXCESS: -	KSHS %-----
SPECIAL CONDITIONS IF ANY:-	
ANNUAL PREMIUM: -	KSHS. -----
INSURER: -	-----
BENEFITS	8 Years salary
EXCESS	KSHS %-----
SPECIAL CONDITIONS	-----
ANNUAL PREMIUM	KSHS-----

## **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 tender 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 tender.
3. **Contract Form** - The contract form shall not be completed by the Bidder 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 Bidder and submitted with the tender documents.
5. **Tender Security Form** - When required by the tender document the Bidder shall provide the tender security either in the form included hereinafter or in another format acceptable to KeNHA.

## FORM OF TENDER

To: .....

Date: .....

Name and address of procuring entity \_\_\_\_\_

Tender No.

Tender Name

Gentlemen and/or Ladies:-

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

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

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

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

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

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 2018

\_\_\_\_\_  
[Signature]

\_\_\_\_\_  
[In the capacity of]

**Duly authorized to sign tender for and on behalf of**

## Price Schedule Form

No.	CLASS OF INSURANCE	PREMIUM (KES) (INCLUSIVE OF ALL LEVIES)	INSURER
1.	Group Personal Accident (Staff) Insurance		
2.	Group Personal Accident (Directors)		
3.	Group Life Insurance		
4.	Work Injury Compensation Act (WIBA)		

We undertake, if our tender is accepted, provide insurance covers in accordance with the schedule rates and delivery dates specified herein above.

Name .....

Name of signatory: .....

In the capacity of: .....

Authorized Signature: .....

Company Rubber Stamp/Seal.....

# 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 \_\_\_\_\_ General:

Business Name .....

Location of business premises .....

Plot No. .... 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 in Kshs. ....

Name of your bankers ..... Branch .....

## Part 2(a) – Sole Proprietor:

Your name in full ..... Age .....

Nationality ..... Country of origin .....

Citizenship details.....

## Party 2(b) – Partnership

Give details of partners as follows

	<b>Name</b>	<b>Nationality</b>	<b>Citizenship Details</b>	<b>Shares</b>
1.	.....	.....	.....	.....
2.	.....	.....	.....	.....
3.	.....	.....	.....	.....
4.	.....	.....	.....	.....
5.	.....	.....	.....	.....

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:-

	<u>Name</u>	<u>Nationality</u>	<u>Citizenship</u>	<u>Details</u>	<u>Shares</u>
1.	.....	.....	.....	.....	.....
2.	.....	.....	.....	.....	.....
3.	.....	.....	.....	.....	.....
4.	.....	.....	.....	.....	.....
5.	.....	.....	.....	.....	.....

Date..... Signature of Bidder .....

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

## TENDER SECURITY FORM

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

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

THE CONDITIONS of this obligation are:-

1. If the tenderer withdraws its tender during the period of tender validity specified by KeNHA on the Form; or
2. If the tender, having been notified of the acceptance of its tender by KENHA during the period of tender validity
  - (a) fails or refuses to execute the Contract Form, if required; or
  - (b) fails or refuses to furnish the performance security, in accordance with the Instructions to tenders.
  - (c) Rejects a correction of an arithmetic error in the tender.

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

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

**[Authorized Signatories and official stamp of the Bank]**

## KeNHA 1 – PROFESSIONAL QUALIFICATIONS

Officer's Name	Position Held	Professional Qualifications (list)	Date of Qualification	Educational Qualification – Highest only e.g., University degree (Specify)

Signature \_\_\_\_\_  
 Chief Executive Officer/Principal Office

\_\_\_\_\_ Date



## **KeNHA 2 – Requirements for Proposed Underwriters**

We, (Name of insurer) .....having received a request for quotations for Kenya National Highways Authority tender, from M/S.....(Name of Insurance Broker), hereby confirm our commitment to deliver the documents listed below as per the tender requirements:-

- (i) Copy of certificate of incorporation.
- (ii) Copy of current certificate of registration as an insurer.
- (iii) Audited financial statements for the last three years.
- (v) Original quotations submitted to the insurance broker.

This Form shall be submitted in a plain sealed envelope marked **“(Tender No KeNHA/1861/2018”– INSURERS’ REQUIREMENTS’ KeNHA 2” and delivered to the following address:-**

**The Secretary, Tender Committee  
Kenya National Highways Authority  
P. O Box 49712 – 00100,  
NAIROBI**

**OR placed in Tender Box at KeNHA offices, located at Mezzanine floor, Blue Shield Towers, Hospital Road, Upper Hill, Nairobi, so as to be received on or before WEDNESDAY, 7TH MARCH, 2018 AT 11 A.M**

**Signature** \_\_\_\_\_

**Authorized Signatory**

**Date**

**Official Stamp**

## KeNHA 3 - CLIENT REFERENCE FORM

Name of Insurance Broker.....

Name and address of Insured (Client).....

### Insurance Policies handled

Class of Insurance	Period of Cover

### Performance Evaluation

(The insured to indicate client rating by ticking the appropriate box)

How do you rate the performance of the insurance broker as per their responsiveness to the following:-	Excellent	Good	Average	Poor
1. Claims handling				
2. Underwriting responsiveness				
3. General customer care				

### Declaration

**We confirm that the above insurance brokerage firm is currently engaged to handle our insurance policies and the total annual premium paid is more than Kshs. 7,000,000.00 (Shillings Five Million).**

Name of authorized signatory.....

Title.....

Signature

Date.....

Official stamp of the Insured

Telephone contacts:-.....