



**KENYA TOURISM BOARD**

**TENDER FOR THE PROVISION OF GROUP LIFE INSURANCE COVER FOR  
KTB STAFF**

**KTB TENDER NO.: KTB/T/008/2019-2020**

**CLOSING DATE: WEDNESDAY 12<sup>TH</sup> FEBRUARY, 2020 AT 12.00 NOON (KENYA  
TIME)**

**Kenya Tourism Board**  
P.O. Box 30630 – 00100, Nairobi, Kenya **Tel:** (020) 2711 262/2749 000  
**Website:** [www.magicalkenya.com](http://www.magicalkenya.com)

## TABLE OF CONTENTS

	<b>Section</b>	<b>Page</b>
A.	Invitation to Tender	2
B.	General Information	4
C.	General Conditions of Contract	12
D.	Special Conditions of Contract	16
E.	Schedule of Requirements	18
F.	Methodology/Design of Services	20
G.	Tender Form	22
H.	Tender Security Form	23
I.	Contract Form	24
J.	Performance Security Form	25
	Appendix I - Mandatory Confidential Business Questionnaire	26

## SECTION A - INVITATION TO TENDER

### INVITATION TO TENDER FOR PROVISION OF GROUP LIFE INSURANCE COVER FOR STAFF 2020 - 2022

1. Kenya Tourism Board invites you to tender for the **Provision of Group Life Insurance Cover** for a period of 3 (three) years (2020 - 2022) as indicated in the attached Tender Document:
2. Interested eligible tenderers may obtain further information from, and inspect the tender document at our procurement offices located on 8<sup>th</sup> floor, Kenya Re Towers, off Ragati road Upper Hill **w.e.f from Wednesday 29<sup>th</sup> January, 2020** from 8. 00 a.m to 5.00 p.m. on Mondays to Fridays inclusive except on public holidays.
3. A complete set of tendering document(s) can be obtained/purchased by interested tenderers at the address given above paragraph 2 above upon payment of a non- refundable fee of **Kshs. 1,000.00** Payment should either be by Cash or Banker's Cheque, payable to the Cashier at the Finance Department.

The documents may also be viewed/obtained/downloaded from our Corporate website: [www.magicalkenya.com/tender](http://www.magicalkenya.com/tender) or Public Procurement Information Portal (PPIP) website: [www.tenders.go.ke](http://www.tenders.go.ke) **free of charge**. Bidders who download the tender document from the website must forward their particulars immediately to [procurement@ktb.go.ke](mailto:procurement@ktb.go.ke) for record purposes and any further tender clarifications and addenda

4. Submit original and copy of the **Technical and Financial proposals** in sealed envelopes indicating the Tender Number and Tender Name and clearly marked **TECHNICAL PROPOSAL** and the original and copy of **FINANCIAL PROPOSAL** clearly marked **FINANCIAL PROPOSAL** and a warning **DO NOT OPEN WITH THE TECHNICAL PROPOSAL**. Both envelopes shall be placed into an outer envelope and sealed. This outer envelope shall clearly be marked **DO NOT OPEN EXCEPT IN THE PRESENCE OF THE OPENING COMMITTEE** and addressed to:

**CHIEF EXECUTIVE OFFICER  
KENYA TOURISM BOARD  
P.O. BOX 30630-00100  
NAIROBI  
TEL: 020-2711262**

Proposals received on email or fax will not be accepted.

5. The Technical Proposal must be accompanied by a **bid security of Kshs. 100,000.00**
6. The Proposal documents shall be received **on or before 12<sup>th</sup> February, 2020 at 12.00 noon** and deposited in the tender box located on 7th Floor Kenya Re Towers, off Ragati Road. Opening of the tenders will take place immediately thereafter in the Boardroom on 8th Floor in the presence of bidders who wish to attend.

Late submissions will not be accepted

**CHIEF EXECUTIVE OFFICER**

## SECTION B - GENERAL INFORMATION

## **Introduction**

### **1. Eligible Bidders**

- 1.1 This Invitation for Tenders is open to all Insurance Underwriters.
- 1.2 The bidders shall provide the services for the stipulated duration from the commencement date as shall be specified in the letter of award.

### **2. Cost of Tendering**

- 2.1 The Bidder shall bear all costs associated with the preparation and submission of its tender, and Kenya Tourism Board, will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the tendering process.
- 2.2 KTB shall allow the tenderer to review the tender document free of charge before purchase.

### **3. Clarification of Documents**

- 3.1 Any clarification of the tender document may be sought from Kenya Tourism Board in writing at the address indicted in the invitation for tenders. Kenya Tourism Board will respond in writing to any request for clarification of the tender documents, which it receives not later than five (5) days prior to the deadline for the submission of tenders, prescribed by Kenya Tourism Board. Written copies of KTB's response (including an explanation of the query but without identifying the source of inquiry) will be sent to all bidders who have purchased the tender document.

### **4. Amendment of Documents**

- 4.1 At any time prior to the deadline for submission of tenders, KTB, for any reason, whether at its own initiative or in response to a clarification requested by all bidders, may modify the tender document by amendment.
- 4.2 All bidders who have received the tender document will be notified of the amendment in writing and such amendment will be binding on them.
- 4.3 In order to allow all bidders reasonable time in which to take the amendment into account in preparing their tenders, Kenya Tourism Board, at its discretion, may extend the deadline for the submission of tenders.

### **5. Preparation of Tenders**

#### **5.1. Language of Tender**

- 5.1.1 The tender prepared by the tenderer, as well as all correspondence and documents relating to the tender exchanged by the tenderer and KTB, shall be written in English language, provided that 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.

#### **5.2 Technical Proposal**

- 5.2.1 In preparing the Technical Proposal, tenderers are expected to examine the documents constituting this tender in detail. Inconsistencies in providing the information

requested shall result in rejection of a proposal. The following annexes will form the basis of the Technical proposal evaluation criteria;

- (i) Technical proposal submission form
- (ii) Qualification information
- (iii) Tender and Confidential business questionnaire
- (iv) Tender Security

In addition to the above, bidders **must** comply with the following:

- a) Must be a company registered with the Registrar of Companies and a certified copy of the Certificate of Incorporation provided. Registered office and physical address to be indicated.
- b) Provide a copy of a Valid Tax Compliance Certificate from Kenya Revenue Authority.
- c) Must submit financial statements in the form of latest two (2) financial years' audited accounts duly certified and signed by an auditor.
- d) Must submit documentary evidence indicating the premium turnover over the past two years was at least **Kshs. 500 million** excluding motor insurance premiums. Kenya Tourism Board reserves the right to verify this information with the Insurance Regulatory Authority.
- e) A brief description of the bidder's organization and an outline of recent experience on assignments of a similar nature. For each assignment, the outline should have duration of the assignment, contract amount, and Service Provider's involvement.

Any other additional information requested in the Tender Document.

**The Technical Proposal shall not include any financial information.**

## **6. Financial Proposal**

6.1 The financial proposal should clearly identify, as a separate amount, the taxes, duties, fees, levies, and other impositions imposed under the applicable law, on the service provider, in relation to the assignment.

6.2 In preparing the Financial Proposal, tenderers are expected to examine the documents constituting this tender in detail. Inconsistencies in providing the information requested shall result in rejection of a proposal. The following annexes will also form the basis of the financial proposal evaluation criteria;

- (i) Financial proposal submission form
- (ii) Tender form
- (iii) Bill of service

6.3 Rates must be expressed, and will be paid, in **Kenya Shillings**.

6.4 The proposal must remain valid for ninety (90) days after date of tender opening.

## **7. Tender Form**

7.1 The bidder shall complete the Tender Form and the appropriate Rates Schedule furnished in

the tender document, indicating the service to be performed.

## 8. Tender Prices/Rates

8.1 Rate(s) quoted by the bidder shall be fixed during the Term of the Contract and not subject to variation on any account. A tender submitted with an adjustable rates quotation will be treated as non-responsive and will be rejected

## 9. Evaluation of Proposals

9.1 The proposals will be evaluated in three stages as follows:

### Stage One - Mandatory Requirements:

No.	Item Description	Yes	No
1.	Provide copy of Certificate of Incorporation		
2.	Provide a copy of valid tax compliance certificate & PIN certificate		
3.	Provide a copy of a valid Underwriting Registration Certificate from Insurance Regulatory Authority		
4.	Provide a copy of current re-insurance slips/cover notes or proof from IRA that re-insurance arrangements are in place		
5.	Provide copies of certified and signed audited financial statements for the last 2 years		
6.	Provide proof of membership of the Association of Kenya Insurers (AKI).		
8.	Valid tender security of Kshs. 100,000.00 in form of a bank guarantee from a reputable bank or insurance company		

**Note: Failure to provide all of the above will lead to automatic disqualification and will not proceed to the technical evaluation stage**

### Evaluation Criteria for Technical Proposals

#### **(B) Stage Two - Technical Evaluation (Total Points 100):**

No.	Evaluation Criteria	Parameters	Score	Max. Score
i.	Evidence of having 5 corporate group life clients whose annual premium is Kshs. 5 Million each for 2019	3 marks for each client		<b>15 marks</b>
ii.	Recommendation letters that shows specific experience of the bidder related to the assignment (group life insurance clients) including:  5 Reference Letters – Rating • Customer Service  5 Reference Letters – Rating • Claims turnaround	Excellent Good Average Poor  Excellent Good	1marks per referral 0.5marks per referral 0.25mks per referral 0mks per referral  1mks per referral 0.5mks per referral	<b>25 marks</b>

	5 Reference Letters – Rating <ul style="list-style-type: none"> <li>• <b>Regular</b> service meeting</li> </ul>	Average Poor	0.25mks per referral 0mks per referral	
	5 Reference Letters – Rating <ul style="list-style-type: none"> <li>• Member records management</li> </ul>	Excellent Good Average Poor	1mks per referral 0.5mks per referral 0.25mks per referral 0mks per referral	
	5 Reference Letters – Rating <ul style="list-style-type: none"> <li>• Training and awareness</li> </ul>	Excellent Good Average Poor	1mks per referral 0.5mks per referral 0.25mks per referral 0mks per referral	
iii.	Evidence of settling 2 claims in excess of 5 Million each to reputable clients in the last 5 years (attach copies of discharge vouchers or equivalent)	10 marks	10 marks	<b>10 marks</b>
iv.	Average Net Profit in the last 3 years:	Over 500M  500M– 300M  Below 300M	15 marks  10 marks  5 marks	<b>15 marks</b>
v.	Additional Benefit: <ul style="list-style-type: none"> <li>• Free Cover Limit</li> <li>• Advance payment in case of critical illness</li> <li>• Permanent total disability</li> <li>• Free medical checkup</li> <li>• Any other additional benefit</li> </ul>	5 marks each	5 marks each	<b>20 marks</b>
vi.	Demonstrate a clear case management in settlement of a claim (methodology including timeframe)	10mks	10 marks	<b>15 marks</b>
<b>TOTAL</b>				<b>100 marks</b>

**Note:** The minimum total technical score required to pass is 80 points and above. Any proposal that fails to achieve the pass mark shall not proceed to the financial evaluation stage and will be disqualified at this stage.

**(C) Stage Three - Financial Evaluation**

- The financial evaluation and final ranking of the bids will take into consideration the scope of the cover in relation to the premium, the Policy Excess amounts, exclusion clauses, and other pertinent terms and conditions of tender.
- The evaluation committee will determine whether the financial proposals are complete. The cost of items not priced shall be assumed to be included in other costs in the proposal. In all cases, the total price of the financial proposal as submitted shall prevail.

Financial score will be calculated using the following formula & converted to form 20% of the score.

$$Sf=100*fm/f$$

**Where** sf=financial score

fm=lowest priced financial proposal

f=price of proposal under consideration

## 10. Tender Security

10.1 The tender security is required to protect Kenya Tourism Board against the risk of bidder's conduct, which would warrant the security's forfeiture.

10.2 The tender security shall be denominated in Kenya Shillings and shall be in the form of a bank guarantee or a bank draft issued by a reputable bank located in Kenya, in the form provided in the tender documents or another form acceptable to Kenya Tourism Board and valid for thirty (30) days beyond the validity of the tender.

10.3 Any tender not secured in accordance with paragraph 10.2 will be rejected by Kenya Tourism Board as non-responsive.

10.4 Unsuccessful bidders shall be expected to collect their tender security at the end of the tender process but not later than thirty (30) days after the expiration of the period of tender validity prescribed by Kenya Tourism Board.

10.5 The successful bidder's tender security will be discharged upon the bidder signing of the contract and furnishing the performance security.

10.6 The tender security may be forfeited:

- a) If a bidder withdraws its tender during the period of tender validity specified by Kenya Tourism Board on the Tender Form; or
- b) In the case of a successful bidder, if the bidder fails to sign the contract with Kenya Tourism Board as indicated.
- c) If the bidder rejects the correction of an arithmetic error, by Kenya Tourism Board.

## 11. Validity of Tenders

11.1 Tenders shall remain valid for **90 days** after the date of tender opening prescribed by Kenya Tourism Board.

11.2 In exceptional circumstances, Kenya Tourism Board 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.

## 12. Format and Signing of Tender

12.1 The original and two copies of the tender shall be typed or written in indelible ink and shall be signed by the bidder or a person/s duly authorized to bind the bidder to the contract. The latter authorization shall be indicated by written power-of-attorney accompanying the tender.



12.2 All pages of the tender, except for un-amended printed literature, shall be initialed by the person or persons signing the tender.

### 13. Submission of Tenders

#### 13.1 Sealing and Marking of tenders

13.1.1 Each Tender shall be marked "**ORIGINAL**" or "**COPY**" as appropriate. If there are any discrepancies between the original and the copy of the proposal, the original governs.

13.1.2 The original and copy of the Technical Proposal shall be placed in a plain sealed envelope clearly marked "**Technical Proposal**."

13.1.3 This is a two (2) envelope tender, financial aspects of the bid **shall not** be shown in the Technical Proposal. The original and copy of the Financial Proposal shall be placed in a sealed envelope clearly marked "**Financial Proposal**" and warning: "**DO NOT OPEN WITH THE TECHNICAL PROPOSAL.**" Both envelopes containing the financial proposal shall be placed into an outer envelope and sealed. This outer envelope shall bear the submission address and be clearly marked, "**DO NOT OPEN, EXCEPT IN PRESENCE OF THE EVALUATION COMMITTEE.**"

13.1.4 The Tender security must be placed in a plain separate envelope clearly marked "**TENDER SECURITY FOR PROVISION OF GROUP LIFE INSURANCE COVER FOR KTB STAFF 2020-2022**". Any bid whose bid security is placed in the financial proposal shall be rejected and disqualified from evaluation.

13.2 The tenders shall be:

Addressed to Kenya Tourism Board at the following address:

Chief Executive Officer  
Kenya Tourism Board  
Kenya Re towers, off Ragati road, Upperhill, 7<sup>th</sup> floor  
P.O. Box 30630– 00100, Nairobi, Kenya

Clearly labelled, "**TENDER FOR PROVISION OF GROUP LIFE INSURANCE COVER FOR KTB STAFF 2020-2022**".

13.2.1 The inner envelopes shall also indicate the name & address of the bidder to enable the tender to be returned unopened in case it is declared "late"

13.2.2 If the outer envelope is not sealed and marked as required, Kenya Tourism Board will assume no responsibility for the tender's misplacement or premature opening.

### 14. Deadline for Submission of Tenders

14.1 Tenders must be received by Kenya Tourism Board at the address specified under paragraph 13.2 not later than **Wednesday 12<sup>th</sup> February, 2020 at 12.00 Noon**

14.2 Kenya Tourism Board may, at its discretion, extend this deadline for the submission of tenders by amending the tender documents, in which case all rights and obligations of Kenya Tourism Board and candidates previously subject to the deadline will thereafter be subject to the deadline as extended.

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

15.1 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 the Procuring Entity prior to the deadline prescribed for submission of tenders.

15.2 The bidder's modification or withdrawal notice shall be prepared, sealed, marked, and dispatched in accordance with the provisions of paragraph 15.1. A withdrawal notice may also be sent by fax, but followed by a signed confirmation copy, postmarked no later than the deadline for submission of tenders.

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

15.4 No tender may be withdrawn in the interval between the deadline for submission of tenders and the expiration of the period of tender validity specified by the bidder on the Tender Form.

## **Opening and Evaluation of Tenders**

### **16. Opening of Tenders**

16.1 Kenya Tourism Board will open all proposals on **Wednesday 12<sup>th</sup> February, 2020 at 12.00 Noon** after the tender submission deadline.

### **17. Clarification of Tenders**

17.1 To assist in the examination, evaluation and comparison of tenders, Kenya Tourism Board 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.

17.2 Any effort by the bidder to influence Kenya Tourism Board in the tender evaluation, tender comparison or contract award decisions may result in the rejection of the bidders' tender.

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

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

18.2 In evaluating the proposals, the comparison shall be of the rates submitted including all costs, as well as duties and taxes payable.

18.3 KTB will undertake due diligence on the successful bidder before award of contract.

### **19. Evaluation Criteria**

19.1 Kenya Tourism Board will award the contract to the successful bidder whose tender has been determined to be substantially responsive, and qualified to perform the contract satisfactorily.

19.2 Tenders will be evaluated on the basis of their responsiveness to evaluation criteria set out in clause 9.1 (B).

19.3 After the evaluation of Technical Proposal is completed, Kenya Tourism Board shall notify those bidders whose proposals did not meet the minimum qualifying mark or were considered non-responsive to the tender and Terms of Reference. Kenya Tourism Board shall simultaneously notify the bidders that have secured the minimum qualifying marks, indicating the date and time set for opening the Financial Proposals.

19.4 The financial proposals shall be opened publicly in the presence of the bidders' representatives who choose to attend.

19.5 The bidder who will have the highest combined technical and financial scores will be invited for negotiations on the award of the contract.

## **20. Contacting Kenya Tourism Board**

20.1 No bidder shall contact Kenya Tourism Board on any matter relating to its tender, from the time of the tender opening to the time the contract is awarded.

20.2 Any effort by a bidder to influence Kenya Tourism Board in its decisions on tender evaluation, tender comparison, or contract award may result in the rejection of the Bidder's tender.

## **Award of Contract**

### **21. Post qualification**

21.1 Kenya Tourism Board will determine to its satisfaction whether the bidder that is selected as having the highest combined score is qualified to perform the contract satisfactorily.

21.2 The determination will take into account the bidder's financial and technical capabilities. It will be based upon an examination of the documentary evidence of the bidder's qualifications submitted by the bidder as well as such other information as Kenya Tourism Board deems necessary and appropriate.

### **22. Award Criteria**

22.1 Kenya Tourism Board will award the contract to the successful bidder whose tender has been determined to be **substantially responsive and has been determined to have the highest combined technical & financial scores, provided further that the bidder is determined to be qualified to perform the contract satisfactorily.**

### **23. Kenya Tourism Board's Right to Accept or Reject any or All Tenders**

23.1 Kenya Tourism Board 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 the action.

23.2 Kenya Tourism Board also reserves the right to award the tender in part or in full to the bidder with the highest combined score.

### **24. Notification of Award**

24.1 Prior to the expiration of the period of tender validity, Kenya Tourism Board will notify the

successful bidder in writing that its tender has been accepted.

24.2 The notification and acceptance of award will constitute the formation of the Contract.

## **25. Signing of Contract**

25.1 At the same time as Kenya Tourism Board notifies the successful bidder that its tender has been accepted, Kenya Tourism Board will send the bidder the Contract Form provided in the tender documents, incorporating all agreements between the parties.

25.2 Within thirty (30) days of receipt of the award letter but not earlier than fourteen (14) days, the successful bidder shall sign and date the contract and return it to Kenya Tourism Board.

## **26. Corrupt Fraudulent Practices**

26.1 The procuring entity requires that the consultants observe the highest standards of ethics during the selection and award of the consultancy contract and also during the performance of the assignment. The tenderer shall sign a declaration that he has not and will not be involved in corrupt or fraudulent practices.

26.2 The procuring entity will reject a proposal for award if it determines that the consultant recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question.

26.3 Further a consultant who is found to have indulged in corrupt or fraudulent practices risks being debarred from participating in public procurement in Kenya.

## **SECTION C - GENERAL CONDITIONS OF CONTRACT**

### **1. Definitions of terms**

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

- (a) "The Contract" means the agreement entered into between Kenya Tourism Board and the group life insurance cover Service Provider, 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 Services" means Group Life Insurance Cover to be provided by the Service Provider or the Underwriter under the Contract.
- (c) "The Client" means Kenya Tourism Board.
- (d) "The Service Provider" or "The Underwriter" means the firm providing the Services under this Contract.

### **2. Use of Contract Documents and Information**

The Candidate shall not, without Kenya Tourism Board prior written consent, disclose the Contract information furnished by or on behalf of Kenya Tourism Board in connection therewith, to any person other than a person employed by the bidder in the performance of the Contract.

### **3. Patent Rights**

The bidder shall indemnify Kenya Tourism Board against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the services or any part thereof in the country.

### **4. Payment**

Payments shall be made promptly by Kenya Tourism Board as specified in the special Conditions of contract.

### **5. Rates**

Rates charged by the bidders for Group Life Insurance performed under the Contract shall be fixed and **shall not** vary during the period of the contract

### **6. Assignment**

The bidder shall not assign, in whole or in part, its obligations to perform under this Contract, except with Kenya Tourism Board's prior written consent.

### **7. Termination for Default**

7.1 Kenya Tourism Board may, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the bidder, terminate this Contract in whole or in part:

- (a) If the bidder fails to provide any or all of the services within the period(s) specified in the Contract, or within any extension thereof granted by Kenya Tourism Board.
- (b) If the bidder fails to perform any other obligation(s) under the Contract.

- (c) If the bidder, in the judgment of Kenya Tourism Board has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.

## **8. Language and Law**

The language of the contract and the law governing the contract shall be English language and the Laws of Kenya respectively unless otherwise stated.

## **9. Notices**

Any notice, request, or consent made pursuant to this Contract shall be in writing and shall be deemed to have been made when delivered in person to the authorized representative of the Party specified below or when sent by registered mail, e-mail, or facsimile to such Party at the address specified below.

## **10. Taxes and Duties**

Unless otherwise specified in the contract, the bidders and their Personnel shall pay such taxes, duties, fees, and other impositions as may be levied under the Applicable Law, the amount of which is deemed to have been included in the Contract Price.

## **11. Effectiveness of Contract**

This Contract shall come into effect on the date of signing of the Contract by both parties.

## **12. Commencement of Services**

The bidders shall execute the Services immediately the date the Contract becomes effective, or at such other earlier date as may be specified in the Contract.

## **13. Termination**

Kenya Tourism Board may terminate this Contract, by not less than seven (7) days' written notice of termination to the Service Provider:

- (a) if the bidder does not remedy a failure in the performance of their obligations under the Contract, within Seven (7) days after being notified or within any further period as Kenya Tourism Board may have subsequently approved in writing;
- (b) If the bidder becomes insolvent or bankrupt;
- (c) if, as the result of Force Majeure, the bidder is unable to perform a material portion of the Services for a period of not less than thirty (30) days; or
- (d) If the Service Provider, in the judgment of Kenya Tourism Board has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.

For the purpose of this clause:

"corrupt practice" means the offering, giving, receiving, or soliciting of anything of value to influence the action of an Officer of Kenya Tourism Board in the selection process or in contract execution.

"fraudulent practice" means a misrepresentation of facts in order to influence a selection process or the execution of a contract to the detriment of Kenya

Tourism Board, and includes collusive practice among bidders (prior to or after submission of proposals) designed to establish prices at artificial non-competitive levels and to deprive Kenya Tourism Board of the benefits of free and open competition.

(e) If Kenya Tourism Board, in its sole discretion, decides to terminate this contract.

## **14. Obligations of the Service Provider**

### **14.1 General**

The bidder shall perform the Services and carry out their obligations with all due diligence, efficiency, and economy, in accordance with generally accepted professional techniques and practices, and shall observe sound management practices, and employ appropriate advanced technology and safe methods. The bidder shall always act, in respect of any matter relating to this Contract or to the Services, as faithful advisers to Kenya Tourism Board, and shall at all times support and safeguard Kenya Tourism Board 's legitimate interests in any dealings. The bidder shall be liable to Kenya Tourism Board for any loss or damage suffered by Kenya Tourism Board arising from breach by the bidder of this Clause.

### **14.2 Undertakings by the Service Provider**

1. Statement confirming that all information supplied is accurate and that any material misrepresentation could lead to policy cancellation.
2. Statement confirming that processing of any claims during the duration of the policy shall not exceed the latest average claims processing period given above.
3. Statement confirming that the Company's ability to settle shall not be compromised during policy duration and further that any erosion of such ability could lead to the cancellation of the policy.

All statements, to be signed by an authorized official of the company

### **14.3 Prohibition of Conflicting Activities**

Neither the bidder nor their Personnel shall engage, either directly or indirectly, during the term of this Contract, any business or professional activities which would conflict with the activities assigned to them under this Contract.

### **14.4 Confidentiality**

The Service Provider and their Personnel shall not, disclose any proprietary or confidential information relating to the Services, this Contract, or Kenya Tourism Board 's business or operations without the prior written consent of Kenya Tourism Board.

### **14.5 Service Provider's Actions Requiring Kenya Tourism Board's prior Approval**

The bidder shall obtain Kenya Tourism Board prior approval in writing before taking action or undertaking any activity not covered in the bidder Scope of Services.

### **14.6 Reporting Obligations**

The bidder shall submit monthly reports to Kenya Tourism Board on the various aspects

of the proposal subject to such other reporting requirements as may be developed and agreed with Kenya Tourism Board from time to time.

#### **14.7 Documents Prepared by the bidders to be the Property of Kenya Tourism Board**

All plans, reports, and other documents submitted by the bidder shall become and remain the property of Kenya Tourism Board.

Kenya Tourism Board reserves the right and discretion, to reject any Insurance Policy Document or part thereof deemed by Kenya Tourism Board not to incorporate any Items, Terms, Conditions, Wordings etc. Considered to have been sanctioned by Kenya Tourism Board and Kenya Tourism Board similarly reserves this right where Items, Terms, Conditions, Workings etc incorporated in such Policy Document are not considered to have been sanctioned by Kenya Tourism Board. This right may be exercised at any time.

### **15. Settlement of Disputes**

#### **15.1 Amicable Settlement**

The Parties shall use their best efforts to settle amicably all disputes arising out of or in connection with this Contract or its interpretation.

#### **15.2 Dispute Settlement**

Any dispute between the Parties as to matters arising pursuant to this Contract or its interpretation that cannot be settled amicably within thirty (30) days after receipt by one Party of the other Party's request for such amicable settlement shall be referred for settlement by a single arbitrator agreed by the Parties within sixty days from the date of service of the notice of dispute by either Party to the other, or if the Parties failing to agree, to be appointed at the request of either Party by the Chairman for the time being of the Institute of the Chartered Arbitrators of Kenya (Kenya Chapter).

### **16. Performance Security**

16.1 Within fifteen (15) days of receipt of the notification of Contract award, the successful Contractor shall furnish to the Kenya Tourism Board the performance security in the amount specified in Special Conditions of Contract.

16.2 The proceeds of the performance security shall be payable to the Kenya Tourism Board as compensation for any loss resulting from the Contractor's failure to complete its obligations under the Contract.

16.3 The performance security shall be denominated in the currency of the Contract, or in a freely convertible currency acceptable to the Kenya Tourism Board and shall be in the form of a bank guarantee or an irrevocable letter of credit issued by a reputable bank located in Kenya or abroad, acceptable to Kenya Tourism Board, in the form provided in the tender documents.

16.4 The performance security shall be discharged by the Kenya Tourism Board and returned to the Contractor not later than thirty (30) days following the date of completion and project sign-off of the Contractor's performance obligations under the Contract, including any warranty obligations, under the Contract.



**SECTION D - SPECIAL CONDITIONS OF CONTRACT**

**1. Definitions**

- (a) "The Services" means Group Life Insurance Cover Services to be provided by the Service Provider(s) or the Underwriter(s) under the Contract and as described in Appendix A; and
- (b) "The Party" means Kenya Tourism Board or the Service Provider, as the case may be, and "Parties" means both of them;
- (c) "The Service Provider" or "The Underwriter" means the firm providing the Services under this Contract.

**2. Applications**

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

**3. Payment**

Annual premium for Group Life Insurance Cover will be paid twice (on equal installments at the beginning and at policy mid-term depending on available budget upon receipt of invoices/ Debit notes from the service provider).

**4. Rates**

4.0 Rates charged by the bidders for services performed under the Contract shall be fixed and **shall not** vary during the period of the contract.

4.1 Loss/ profit Ratio will be calculated at the end of the contract period.

**5. Notices:**

**5.1 For KTB:**

Chief Executive Officer  
Kenya Tourism Board  
Kenya Re towers, off Ragati Road, Upper hill, 7<sup>th</sup> floor  
P.O. Box 30630– 00100, Nairobi, Kenya  
Tel: 020 2711262

**5.2 For the Contractor:**

---

---

---

---

**5.3 Notices will be deemed to be effective as follows:**

- (a) In the case of personal delivery, **on delivery**;
- (b) In the case of registered mail, **seven (7) business days** following dispatch;

**5.4 Either party may at any time change its address for service by notice in writing to the other party.**

**6. Performance Security**

- 6.1 The Performance Security shall be in the amount of 10% of the Contract Price in the form of an **On Demand Bank Guarantee**, issued by a reputable bank acceptable to the Kenya Tourism Board
- 6.2 Kenya Tourism Board shall not be required to demonstrate the loss it has suffered.
- 6.3 Performance Security shall be discharged after proof of satisfactory delivery and acceptance of goods and Services under the contract.

## SECTION E - SCHEDULE OF REQUIREMENTS

### 1. Requirements

- a) Structuring and obtaining optimum policy cover from the Insurance Service Provider in accordance with the tender submitted;
- b) Arrange the immediate placement of our risk with the Insurance Service Provider and undertake a periodic technical rating of such Insurance Provider, and Kenya Tourism Board accordingly;
- c) Provide prompt and satisfactory service on the general management of the insurance covers, correspondence and claim review meetings;
- d) Analyze, review, and scrutinize the Policy Document and any Endorsements there-in prior to forwarding to Kenya Tourism Board
- e) If the entire policy document is found to be satisfactory, such document to be deposited with the CEO not later than fifteen (15) days of inception of cover;
- f) Ensure preparation of monthly claims bordereaux which must be submitted to Kenya Tourism Board by the 5th of the following month;
- g) Arrange quarterly meetings to review performance of the policy by 15th of the following quarter
- h) Provide appropriate insurance policy improvement recommendations;
- i) Such other services as may be related or ancillary to the due performance of the above work

### 2. Terms of Reference

During this period, the insurer will be required to provide Group Life Insurance Cover to KTB Staff as per below Terms of Reference: -

**(a) Population:**

The cover will be for 68 staff. KTB will avail a list of its staff together with their current salaries to the successful bidder.

**(b) Benefit payable:**

During the period of cover, existing staff and for any new members of staff, the benefit will be based on the five (5) times Annual Basic salary which escalates on an annual basis.

**(c) Beneficiary nomination:**

Each member of staff will nominate one or more beneficiaries. The benefit must be payable through the KTB within two weeks on submission of the original death Certificate and other relevant documents.

**(d) Last expense:**

To be included alongside Group Life Cover. The last expense amount of Kshs. 200,000 shall be paid within 24 hours of notification of demise of a covered Member.

**(e) Critical Illness:**

To be included alongside Group Life Cover.

**(f) Disability:**

To be included alongside Group Life Cover.

**(g) The basic salary:**

The Annual basic salary for KTB Staff will be Kshs 154,950,319.68 as at 31<sup>st</sup> December 2019

**(h) Exclusions**

Exclusions will be discussed and agreed upon before award.

**3. Duration of the Contract**

The scheme will run for a period of three (3) years from the date of contract agreement subject to satisfactory performance. The staff cover will cease immediately she/he leaves KTB. It will also cease if KTB fails to renew the cover after one year.

## **SECTION F - METHODOLOGY/ DESIGN OF SERVICES**

### **1. Administration of the Scheme**

- (i) In addition to the Service Provider's core values, Kenya Tourism Board 's core values shall be upheld and adhered to by the bidders at all times. They are:
  - (a) Integrity & Professionalism
  - (b) Team Spirit
  - (c) Excellence in service delivery
  - (d) Productive partnerships
  - (e) Innovation & creativity
- (ii) The firm shall ensure that services are provided to employees and their beneficiaries with as little paper work and inconvenience as possible.
- (iii) The bidder shall be required to clearly state the procedures processing claims in the provision of group life insurance services, stating clearly the responsibilities of the parties involved.

### **2. Member/Employee Identification**

The Bidder shall be expected to define a clear procedure of Identification of Employees and their Beneficiaries.

### **3. Employee/Beneficiary Data Management**

The Bidder shall be expected to liaise with Kenya Tourism Board on matters regarding Employee Data updates.

The Bidder shall therefore be required to provide a procedure for the maintenance of Employee/Beneficiary records

### **4. Additional Information**

The Bidder shall be free to submit any additional information regarding their services over and above the services listed in the document. However, the company shall reserve the right to accept or reject in full or partially such proposals.

**Group life Insurance Cover Services Carried Out in the Last Five Years**  
**That Best Illustrate Qualifications**

Please provide a minimum of five (5) referenced assignments undertaken by your company in the last 5 years:

Assignment Name:	
Name of Company:	
Location within Country	
Duration of assignment	
Approx. Value of Services (in Kshs)	
Give a Narrative Description of Services Provided:	

Service Provider's Name: \_\_\_\_\_

**SECTION G - FORM OF TENDER**

To: **Kenya Tourism Board**  
**Kenya Re-Towers, Upper Hill, off Ragati Road.**  
**P.O. Box 30630 –00100 Nairobi, Kenya**

Gentlemen and/or Ladies:

1. Having examined the tender document including Addenda Nos..... *[Insert numbers]*, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to provide ..... *[Description of services]* in conformity with the said tender documents 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/Rates attached herewith and made part of this Tender.
2. We undertake, if our Tender is accepted, to deliver the services 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 equivalent to 2 percent of the Contract Price for the due performance of the Contract, in the form prescribed by Kenya Tourism Board.
4. We agree to abide by this Tender for a period of 90 *[ninety]* days from the date fixed for tender opening of the Instructions to bidders, and it shall remain binding upon us and may be accepted at any time before the expiration of that period.
5. Until a formal Contract is prepared and executed, this Tender, together with your written acceptance thereof and your notification of award, shall constitute a binding Contract between us.
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 and on behalf of \_\_\_\_\_

**SECTION H - TENDER SECURITY FORM**

***(Must be in the Bank's letterhead)***

Whereas..... *[Name of the bidder]*  
(Hereinafter called "the bidder") has submitted its tender dated ..... *[Date of submission of tender]* for the supply of.....

*[Name and/or description of the services]*

(Hereinafter called "the Tender")..... KNOW ALL PEOPLE by these presents that WE.....

of..... having our registered office at ..... (Hereinafter called "the Bank"), are bound unto Kenya Tourism Board in the sum of ..... for which payment well and truly to be made to the said Kenya Tourism Board, the Bank binds itself, its successors, and assigns by these presents. Sealed with the Common Seal of the said Bank this \_\_\_\_\_ day of \_\_\_\_\_ 2020.

THE CONDITIONS of this obligation are:

1. If the bidder withdraws its Tender during the period of tender validity specified by the bidder on the Tender Form; or
2. If the bidder, having been notified of the acceptance of its Tender by Kenya Tourism Board during the period of tender validity fails or refuses to execute the Contract Form if required;
3. If the Bidder rejects the correction of an arithmetic error, by Kenya Tourism Board.

we undertake to pay to Kenya Tourism Board up to the above amount upon receipt of its first written demand, without Kenya Tourism Board having to substantiate its demand, provided that in its demand Kenya Tourism Board will note that the amount claimed by it is due to it, owing to the occurrence of one or all of 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]*



**SECTION I. CONTRACT FORM**

THIS AGREEMENT made the \_\_\_\_\_ day of \_\_\_\_\_ 2020 between **Kenya Tourism Board** (hereinafter called "Kenya Tourism Board") of the one part and..... of..... [City and country of bidder] (Hereinafter called "the bidder") of the other part:

WHEREAS Kenya Tourism Board invited tenders for **Provision of Group Life Insurance Cover** and has accepted a tender by the bidder for the supply of *Group Life Insurance Cover* in the sum of..... [Contract price in words and figures] (Hereinafter called "the Contract Price").

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 bidder;
  - (b) the Schedule of Requirements;
  - (c) the Technical Specifications;
  - (d) the General Conditions of Contract;
  - (e) the Special Conditions of Contract; and
  - (f) Kenya Tourism Board's Notification of Award.
3. In consideration of the payments to be made by Kenya Tourism Board to the bidder as hereinafter mentioned, the bidder hereby covenants with Kenya Tourism Board to provide the **Group Life Insurance Cover** and to remedy defects therein in conformity in all respects with the provisions of the Contract
4. Kenya Tourism Board hereby covenants to pay the bidder in consideration of the provision of Group Life Insurance Cover 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 the day and year first above written.

Signed and sealed by, \_\_\_\_\_ the \_\_\_\_\_ (for Kenya Tourism Board)

Signed and sealed by \_\_\_\_\_ the \_\_\_\_\_ (for the bidder)

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

\_\_\_\_\_

**SECTION J: PERFORMANCE SECURITY FORM**

*(To be on the Letterhead of the Bank)*

**To: Kenya Tourism Board**

**KENYA RE-TOWERS, UPPER HILL, OFF RAGATI ROAD.  
P.O. Box 30630 –00100 Nairobi, KENYA**

WHEREAS .....[name of Supplier] (hereinafter, called "the Supplier) has undertaken, in pursuance of Contract No. .... dated .....2020 to supply..... (description of Goods) (hereinafter called "the Contract").

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

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

THEREFORE WE hereby affirm that we are Guarantors and responsible to you, on behalf of the Supplier, up to a total of ..... (amount of guarantee in words and figures), and we undertake to pay you, upon your first written demand declaring the Supplier to be in default under the Contract and without cavil or argument, any sum or sums within the limits of..... (amount in words and figures) 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 .....2020. Signature and seal of the Guarantors

[name of bank or financial institution]

[address]

[date]

**APPENDIX I**  
**MANDATORY CONFIDENTIAL BUSINESS QUESTIONNAIRE**

**(Must be filled by all applicants or tenderers' who choose to participate in this tender)**

**Name of Applicant (S)**

.....

You are requested to give the particulars in Part 1 and either Part 2 (a), 2 (b) or 2 (c), whichever applies to your type of business. Part 2 (d) to part 2(i) must be filled.  
You are advised that it is a serious offence to give false information on this Form.

**Part 1 – General**

Business Name:.....  
Certificate of Incorporation/ Registration No. ....  
Location of business premises: ..... Country ..... Physical  
address.....Town .....  
Building.....Floor.....  
Plot No. .... Street/Road .....  
Postal Address..... Postal/ Country Code.....  
Telephone No's.....Fax No's. ....  
E-mail address .....  
Website .....  
Contact Person (*Full Names*) ..... Direct / Mobile No's. ....  
Title.....Power of Attorney .....  
Nature of Business (*Indicate whether manufacturer, distributor, etc*) .....

**(Applicable to Local suppliers only)**

Local Authority Trading License No. .... Expiry Date .....  
Value Added Tax No. ....

Maximum value of business which you can handle at any time ( <b>Kshs</b> ) Name (s) of your banker (s) ..... Branches ..... Tel No's. ....
--

**Part 2 (a) – Sole Proprietor**

Full names ..... 0  
Nationality ..... Country of Origin .....  
\*Citizenship details .....  
Company Profile .....(*Attach brochures or annual reports in case of public companies*)

**Part 2 (b) – Partnerships**

Give details of partners as follows:

<u>Full Names</u>	<u>Nationality</u>	<u>Citizenship Details</u>	<u>Shares</u>
1.....	.....	.....	
2.....	.....	.....	
3.....	.....	.....	
4.....	.....	.....	

Company Profile .....(Attach brochures)

**Part 2 (c) – Registered Company**

Private or public .....Company Profile .....(Attach brochures or annual reports in case of public companies)

State the nominal and issued capital of the Company

Nominal KShs .....

Issued KShs .....

List of top ten (10) shareholders and distribution of shareholding in the company. Give details of all directors as follows:-

<u>Full Names</u>	<u>Nationality</u>	<u>Citizenship</u>	<u>Share</u>
1.....	.....	.....	
2.....	.....	.....	
3.....	.....	.....	
4.....	.....	.....	

**Part 2 (d) – Debarment**

I/We declare that I/We have not been debarred from any procurement process and shall not engage in any fraudulent or corrupt acts with regard to this or any other tender by Kenya Tourism Board.

Full Names.....

Signature .....

Dated this .....day of .....2020

In the capacity of .....

Duly authorized to sign Tender for and on behalf of .....

**Part 2 (e) – Criminal Offence**

I/We, (Name (s) of Director (s):-

a) .....

- b) .....
- c) .....
- d) .....

have not been convicted of any criminal offence relating to professional conduct or the making of false statements or misrepresentations as to its qualifications to enter into a procurement contract within a period of three (3) years preceding the commencement of procurement proceedings.

Signed .....  
 For and on behalf of M/s .....  
 In the capacity of .....  
 Dated this .....day of .....2020

Suppliers' / Company's Official Rubber Stamp .....

**Part 2 (f) – Conflict of Interest**

I/We, the undersigned state that I / We have no conflict of interest in relation to this procurement:

- a) .....
- b) .....
- c) .....
- d) .....

For and on behalf of M/s .....  
 In the capacity of .....  
 Dated this .....day of .....2020  
 Suppliers' / Company's Official Rubber Stamp .....

**Part 2 (g) – Interest in the Firm:**

Is there any person / persons in Kenya Tourism Board who has interest Yes/ No?  
 ..... (Delete as necessary)

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

**Part 2(h) – Experience**

Please list here below similar projects accomplished or companies / clients you have supplied with similar services in the last two (2) years.

<u>Company Name</u>	<u>Country</u>	<u>Contract/ Order No.</u>	<u>Value</u>
1.....	.....	.....	.....
2.....	.....	.....	.....
3.....	.....	.....	.....
4.....	.....	.....	.....

**Note:**  
 \*Attach proof of citizenship

\* Attach certified copies of the following documents (*By Commissioner for Oaths*)

- a) Certificate of Incorporation / Registration
- b) Tax Compliance Certificate (for local suppliers)
- c) Audited Accounts for the last three (2) years
- d) Current Professional Indemnity cover – minimum Kshs 10Million
- e) Certificate of Registration by Insurance Regulatory Authority.

**Part 2(i) – Declaration**

I / We, the undersigned state and declare that the above information is correct and that I / We give Kenya Tourism Board to seek any other references concerning my /our company from whatever sources deemed relevant, e.g. Office of the Registrar of Companies, Insurance Regulatory Authority, Bankers, etc.

Full names .....

Signature .....

For and on behalf of M/s .....

In the capacity of .....

Dated this .....day of .....2020

Suppliers' / Company's Official Rubber Stamp .....