



National Drought Management Authority

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TENDER FOR PROVISION OF WORK INJURY BENEFIT ACT (WIBA) INSURANCE SERVICES

Tender No. NDMA/15/2017-2018

CLOSING DATE: FRIDAY, 17TH NOVEMBER, 2017

TIME: 10.30 AM

TENDER ISSUE DATE: FRIDAY 3rd NOVEMBER, 2017

SECTION 1: INVITATION TO TENDER

TENDER No. NDMA/15/2017 – 2018

3RD November, 2017

TENDER NAME: TENDER FOR PROVISION OF GENERAL & WORK INJURY BENEFIT INSURANCE SERVICES

- 1.1 The National Drought Management Authority (NDMA) invites sealed tenders from eligible candidates for provision of insurance services for the financial years 2017 to 2018 in the following categories;
 - 1.1.1 Work Injury Benefits Act-WIBA (24 Hours, 352 employees)**
 - 1.1.2 Employee Liability Insurance**
 - 1.1.3 Group Life Assurance Scheme**
- 1.2 The National Drought Management Authority (NDMA) invites sealed tenders from eligible candidates for provision of insurance services.
- 1.2 Interested and eligible prequalified candidates may obtain further information from and inspect the tender documents at the **National Drought Management Authority offices at Lonrho House 8th, Floor, Standard Street P.O. Box 553547 - 00200, NAIROBI** during normal office working hours.
- 1.3 A complete set of tender documents may be obtained by interested candidates on payment of non-refundable fees of Ksh 1,000.00 (One Thousand Only) through Bankers cheque or deposit the cash in the National Drought Management Authority Bank Account, KCB – KICC Branch, Account Number 1136140255, and submit the deposit slip at the cash office at NDMA Headquarters located on 8th Floor, Lonrho House, situated along Standard Street, Nairobi or download free of charge from NDMA website, www.ndma.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. 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 Lonrho House, 8th Floor, Standard Street, Nairobi or be addressed to the Chief Executive Officer, National Drought Management Authority, 8th Floor, Lonrho House, P.O. Box 553547 - 00200, NAIROBI. So as to be received on or before 7th November, 2017 at 10.30am.
- 1.6 Tenders will be open immediately thereafter in the presence of the candidates representatives who choose to attend at the above address.

Your sincerely,

**The Chief Executive Officer
National Drought Management Authority**

REGISTRATION FORM FOR ONLINE ENDERES/BIDDERS/SUPPLIERS

**Tender No. NDMA/15/2017-2018 TENDER FOR PROVISION OF GENERAL & WORK INJURY
BENEFIT INSURANCE SERVICES**

NOTE: Please provide your details below for purposes of communication in case you download this tender document from Treasury Supplier Portal or NDMA website.

Name of the firm:

Postal Address:

Telephone Contacts: Company

email address: Contact Person:

.....

Once completed please submit this form to the email below: supplychain@ndma.go.ke

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SECTIONII- INSTRUCTIONS TO TENDERERS

1.32.1. Eligible Tenderers

- 2.1.1 This Invitation for Tenders is open to all tenderers eligible as described in the Bid Data Sheet. Successful tenderers shall provide the services for twelvemonths with an option for renewal for a further one year with satisfactory performance from the date of commencement(herein after referred to as the term) specified in the tender documents.
- 2.1.2 The NDMA'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 Tenderers shall provide the qualification information statement that the tenderer (including all members of a joint venture and subcontractors) is not associated, or have been associated in the past, directly, with a firm or any of its affiliates which have been engaged by the NDMA to provide consulting services for the preparation of the design, specifications, and other documents to be used for the procurement of the services under this Invitation for tenders.
- 2.1.4 Tenderers involved in the corruptor fraudulent practices or debarred from participating in public procurement shall not be eligible.

2.2 Cost of Tendering

- 2.2.1 The Tenderer shall bear all costs associated with the preparation and submission of its tender, and NDMA, will in no case be responsible or liable for those costs regardless of the conduct or outcome of the tender in process.
- 2.2.2 There is no price to be charged for the tender document
- 2.2.3 The NDMA shall allow the tenderer to review the tender document free of charge before collection.

2.3 Contents of Tender Document

- 2.3.1 The tender documents comprise the documents listed below and addenda issued in accordance with these instructions to tenderers.

- (i) Instructions to tenderers
- (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) Performance security Form
- (xii) Insurance Company's Authorization Form
- (xiii) Declaration Form

2.3.2 The Tenderer is expected to examine all instructions, forms, terms and specification in the tender documents. Failure to furnish all information required by the tender documents or to submit a tender not substantially responsive to the tender documents in every respect will be at the tenderers risk and may result in the rejection of its tender.

2.4 Clarification of Tender Documents

2.4.1 A Candidate making inquiries of the tender documents may notify NDMA by post or fax at the NDMA's address indicated in the Invitation for tenders. NDMA 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 NDMA. Written copies of NDMA 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 NDMA shall reply to any clarifications sought by the tenderer within 3 days of receiving the request to enable the tenderer to make timely submission of its tender.

2.4.3 Preference where all owed 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, the NDMA, for any reason, whether at its own initiative or in response to a clarification requested by a prospective tenderer, may modify the tender documents by issuing an addendum.

2.5.2 All prospective tenderers 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 tenderers reasonable time in which to take the amendment into accounting preparing their tenders, NDMA, 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 tenderer, as well as all correspondence and documents relating to the tender exchanged by the tenderer and NDMA, shall be written in English language. Any printed literature furnished by the tenderer may be written in another language provided they are accompanied by an accurate English translation of their relevant passages in which case, for purposes of interpretation of the tender, the English translation shall govern.

2.7. Documents Comprising the Tender

2.7.1 The tender prepared by the tenderer shall comprise the following components:

- (a) A Tender Form and a Price Schedule completed in accordance with paragraph 2.8, 2.9 and 2.10 below;
- (b) Documentary evidence established in accordance with paragraph 2.1.2 that the tenderer is eligible to tender and is qualified to perform the contract if its tender is accepted;
- (c) Tender security if applicable; (d) Declaration Form

2.8. Form of Tender

2.8.1 The tenderer shall complete the Tender Form and the Price Schedule furnished in the tender documents, indicating the services to be provided.

2.9. Tender Prices

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

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

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

2.10. Tender Currencies

2.10.1 Prices shall be quoted in Kenya Shillings.

2.11. Tenderers Eligibility and Qualifications

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

2.11.2 The documentary evidence of the tenderer's qualifications to perform the contract fits tender is accepted shall establish to the NDMA's satisfaction that the tenderer has the financial and technical capability necessary to perform the contract.

2.12. Tender Security

2.12.1 The tenderers shall furnish, as part of its tender, a tender security for the amount and form specified in the Data Sheet to Instructions to Tenderers.

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

2.12.3 The tender security is required to protect the NDMA against the risk of Tenderer's conduct which would warrant the security's forfeiture, pursuant to paragraph 2.12.7

2.12.4 The tender security shall be denominated in Kenya Shillings or in another freely convertible currency, and shall be in the form of:

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

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

2.12.6 Unsuccessful Tenderer's tender security will be discharged or returned as promptly as possible but not later than thirty (30) days after the expiration of the period of tender validity

2.12.7 The successful Tenderer's tender security will be discharged upon the tenderer signing the contract, and furnishing the performance security.

2.12.8 The tender security may be forfeited:

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

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

2.13. Validity of Tenders

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

2.13.2 In exceptional circumstances, the NDMA may solicit the Tenderer's consent to an extension of the period of validity. The request and the responses there to shall be made in writing. The tender security provided under paragraph 2.12 shall also be suitably extended. A tenderer granting the request will not be required nor permitted to modify its tender.

2.14. Form at and Signing of Tenders

2.14.1 The tenderer 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 tenderer or a person or persons duly authorized to bind the tenderer to the contract. All pages of the tender, except form-amended printed literature, shall be initialed by the person or persons signing the tender.

2.14.3 The tender shall have no interlineations, erasures, or overwriting except as necessary to correct errors made by the tenderer, in which case such correction shall be initialed by the person or persons signing the tender.

2.15 Sealing and Marking of Tenders

2.15.1 The tenderer 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 NDMA 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** the date and time of closing in the data sheet.

2.15.3 The inner envelopes shall also indicate the name and address of the tenderer to enable the tender to be returned unopened in case it is declared "late".

2.15.4 If the outer envelope is not sealed and marked as required, NDMA will assume no responsibility for the tenderer's misplacement or premature opening.

2.16. Deadline for Submission of Tenders

2.16.1 Tenders must be received by NDMA at the address specified not later than the day, date and time of closing stated in the Data Sheet.

2.16.2 NDMA may, at its discretion, extend this deadline for the submission of tenders by amending the tender documents in accordance with paragraph 2.5.1 in which case all rights and obligations of NDMA and candidates previously subject to the deadline will thereafter be subject to the deadline as extended.

2.16.3 Bulky tenders which will not fit the tender box shall be received by NDMA as provided for in the Data Sheet.

2.17. Modification and Withdrawal of Tenders

2.17.1 The tenderer may modify or withdraw its tender after the tender's submission, provided that written notice of the modification, including substitution or withdrawal of the tenders, is received by NDMA prior to the deadline prescribed for submission of tenders.

2.17.2 The tenderer's modification or withdrawal notice shall be prepared, sealed, marked and dispatched in accordance with the provisions of paragraph 2.15. (Sealing and Marking of Tenders) a withdrawal notice may also be sent by post, fax or email but followed by assigned confirmation copy, postmarked not later than the deadline for submission of tenders.

2.17.3 Note 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 Tenderer's forfeiture of its tender security.

2.18. Opening of Tenders

2.18.1 NDMA will open all tenders in the presence of tenderers' representatives who choose to attend, on **17th November, 2017 at 10.30 a.m.** in the location specified in the invitation for tenders. The tenderers' 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 NDMA, at its discretion, may consider appropriate, will be announced at the opening.

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

2.19 Clarification of Tenders

2.19.1 To assist in the examination, evaluation and comparison of tenders NDMA may, at its discretion, ask the tenderer for a clarification of its tender. The request or 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 tenderer to influence NDMA in its tender evaluation, tender comparison or contract award decisions may result in the rejection of the tenderers' tender.

2.20 Preliminary Examination and Responsiveness

2.20.1 NDMA 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 NDMA 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 ranking of any tenderer.

2.20.4 Prior to the detailed evaluation, NDMA 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 NDMA'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 NDMA and may not subsequently be made responsive by the tenderer by correction of the nonconformity.

2.21. Conversion to single currency

2.21.1 Where other currencies are used, NDMA 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 NDMA will evaluate and compare the tenders which have been determined to be substantially responsive.

2.22.2 NDMA'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 The following evaluation methods will be applied.

(a) ***Operational Plan***

(i) NDMA 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 NDMA's required delivery time will be treated as non-responsive and rejected.

(b) ***Deviation in payment schedule***

(i) Tenderers shall state their tender price for the payment on schedule outlined in the special conditions of contract. Tenders will be evaluated on the basis of this base price. Tenderers are, however, permitted to state an alternative payment schedule and indicate the reduction in tender price they wish to offer for such alternative payment schedule. NDMA may consider the alternative payment schedule offered by the selected tenderer.

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

2.23. Contacting NDMA

2.23.1 No tenderer shall contact NDMA 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 tenderer to influence NDMA in its decisions on tender evaluation, tender comparison, or contract award may result in the rejection of the Tenderers' tender.

2.24 Post-qualification

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

2.24.2 The determination will take into account the tenderer financial and technical capabilities. It will be based upon an examination of the documentary evidence of the tenderers qualifications submitted by the tenderer, as well as such other information as NDMA deems necessary and appropriate.

2.24.3 An affirmative determination will be a prerequisite item or award of the contract to the tenderer. A negative determination will result in rejection of the Tenderer's Tender, in which event NDMA will proceed to the next lowest evaluated tender to make similar determination of that Tenderer's capabilities to perform satisfactorily.

2.25 Award Criteria

2.25.1 Subject to paragraph 2.29 NDMA will award the contract to the successful tenderer whose tender has been determined be substantially responsive and has been determined to be the lowest evaluated tender, provided further that the tenderer is determined to be qualified to perform the contract satisfactorily.

2.25.2 To qualify for contract awards, the tenderer shall have the following:-

- (a) Necessary qualifications, capability experience, services, equipment and facilities to provide what is being procured.
- (b) Legal capacity to enter into a contract
- (c) Shall not be in solvent, in receivership, bankrupt or in the process of being wound up and is not the subject of legal proceedings relating to therefore going.
- (d) Shall not be de barred from participating in public procurement.

2.26. NDMA's Right to accept or Reject any or all Tenders

2.26.1 NDMA reserves the right to accept or reject any tender, and to annul the tendering process and reject all tenders at any time prior to contract award, without thereby incurring any liability to the affected tenderer or tenderers or any obligation to inform the affected tenderer tenderers of the grounds for NDMA's action. If NDMA determines that none of the tenders is responsive, NDMA shall notify each tenderer who submitted tender.

2.26.2 NDMA shall give prompt notice of the termination to the tenderers and on request give its reasons for termination within 14 days of receiving the request from any tenderer.

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

2.27 Notification of Award

2.27.1 Prior to the expiration of the period of tender validity, NDMA will notify the successful tenderer 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 tenderer and NDMA pursuant to clause 2.9 (Tender Prices). Simultaneously the other tenderers shall be notified that their tenders were not successful.

2.27.3 Upon the successful Tenderer's furnishing of the performance security, NDMA will promptly notify each unsuccessful Tenderer and will discharge its tender security.

2.28 Signing of Contract

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

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

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 tenderers shall furnish the performance security in accordance with the Conditions of Contract in a form acceptable to NDMA.

2.29.2 Failure by the successful tenderer to comply with the requirement of this paragraph or paragraph 2.30.1 shall constitute sufficient grounds for the annulment of the award and forfeiture of the tender security, in which event NDMA may make the award to the next lowest evaluated tender or call for new tenders.

2.30 Corruptor Fraudulent Practices

2.30.1 NDMA requires that tenderers observe the highest standard of ethics during the procurement process and execution of contracts. A tenderer shall sign a declaration that he has not and will not be involved in corruptor fraudulent practices.

2.30.2 NDMA will reject a proposal for award if it determines that the tenderer recommended for award has engaged in corruptor fraudulent practices in competing for the contracting question

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

Instruction to tender reference	Particulars of Data Sheet
2.1	UNDERWRITERS ONLY
2.12	Tender Security is Kenya Shillings 90,000
2.13	Tender Validity will be 120 days
2.15.2(b)	<p>The inner and outer envelopes shall be clearly marked:</p> <p>i)Tender Name : PROVISION OF GENERAL & WORK INJURY BENEFIT INSURANCE SERVICES.</p> <p>ii) Tender No. NDMA/15/2017-2018</p> <p>iii)DO NOT OPEN BEFORE 17th November, 2017 at 10.30 a.m.</p> <p>Tenders must be placed in the tender box on 8th floor, Lonrho House, and addressed to:</p> <p>The Chief Executive Officer National Drought Management Authority Lonrho House, 8th Floor, Standard Street P.O.Box 53547 - 00200 NAIROBI</p>
2.18.1	Tenders will be open and at the time stated in the presence of tenderers or their representatives who choose to attend.

Time of service :Services are slated to begin from December 2017 to December 2018

(One year) This contract will be renewable for another one year subject to satisfactory performance and/ or existence of organization.

EVALUATION CRITERIA

Evaluation shall be in three stages:

1. Mandatory
2. Technical Requirement
3. Financial evaluation

Stage4: Financial Evaluation– **20 Marks [Premium quoted: Lowest premium quoted scores maximum and prorated with premium quoted by other firms.**

Financial Score

The formula for calculating the financial score is

$$S_f = 100 * F_m / F$$

Where S_f = the financial score of the proposal

F_m = the highest financial score

F = the total financial score of the proposal under consideration

Combined Technical and Financial Score (S) = $S_t * T\% + S_f * P\%$

Where S is the Combined Technical Score=70

S_t is the financial score and

P is the weight of the financial score (30)

1. MANDATORY REQUIREMENTS INSURANCE COMPANIES

4.1.1 Must be registered with the Insurance Regulatory Authority for the year 2017 and a copy of the current license MUST be submitted.

4.1.2 Must submit a copy of audited accounts for last 3 years

4.1.3 Must have Paid up capital of at least Ksh.300 Million (evidence must be attached)

4.1.4 Must shows proof of regional Network (Locally and Internationally)i.e. recommendation letters, contracts documents

4.1.5 Must be a member of AKI.

4.1.6 Must be registered with Insurance Regulatory Authority as an underwriter (IRA) - Current

4.1.8 Must also submit copies of the following documents:-

Certificate of Registration/Incorporation

PIN and VAT Registration Certificates

Tax Compliance Certificate

Company Profile

After preliminary evaluation of tenders on the mandatory requirements ,the following technical evaluation criteria and scores will be applied:

a)Firm's Profile, experience and financial stability.....**(4Marks)**

b)Proposed approach and methodology to carry out the services: (i)Work Injury Befit s Act, WIBA(24Hours,293Employees) (ii)Employee Liability.....**(18marks)**

c) The qualifications ,competence and experience of key personnel that will be in charge of the NDMA account(attach CVs).....**(4Marks)**

(ii)SolvencyMarginRatiosfor2014, 2015, 2016 Financial Year (Provide evidence).....**(5 Marks)** Formula;
Available Margins/RequiredMarginsx100=SMR

(iii) Financial analysis of the audited accounts for the last three years.....**(5Marks)**

iv)Total Insurance premium under written for the last two years (provide documentary evidence).....**(6Marks)**

(v)Value additions to the organization.....**(5Marks)**

(VI)Must submit a list of at least 5 major and reputable clients, their addresses, names of contacts persons and their telephone numbers– **(3Marks)**

(VII) Proof of regional network– **20**

- 1.5 Proof of handling large **GENERALINSURANCECOVERS**-provide details of two of the largest accounts in **GENERAL INSURANCE COVERS** terms of the members: type of the cover secured; amount of the premiums and the type of cover. The company reserves the right to verify this information with the client.
- 1.6 Submit copies of audited accounts for the last three (3)years
- 1.7 Must submit the following copies of Valid tax compliance Attach copy of certified Tax Compliance Certificate (current)
 - d)) Attach company profile
 - e) Copy of Company’s Registration Certificate/Certificate of incorporation e)
- 1.8 Must provide proof of membership of the Association of Kenya Insurers
- 1.9 Attach CV’ s and copies of their certificate of Key management and technical staff

4.2 Special Conditions of Contract as relates to the General Conditions of Contract

Reference of general conditions of contract	Special condition of contract
3.6 Performance security	10%of the total value of the contract
3.7 Duration of service	One year
3.8 Payment	(Specify as necessary)
3.9 Price Adjustment	No price adjustments allowed
3.16 Applicable law	Laws of Kenya
3.18 Notices	National Drought management Authority Lonrho House,8 th Floor, Standard Street P.O.Box53547 – 00200, Nairobi

SECTION V-SCHEDULE OF REQUIREMENTS – TERMS OF REFERENCE

Performance security required will be a bank guarantee in the form at provided in the bidding document of 10% of the total bid price.

The tenderer will be required to:

1. Provide insurance services for Group Life, Group Personal Accident, WIBA (24Hours, 352 employees), and Employers Liability.
2. Provide Claims handling and methodology including time frames. Use of IT in claims management will be necessary.
3. Offer Risk Management Services including but not limited to survey, new products awareness, trainings, change in legislation, etc.
4. Provide Advisory /services on existing Insurance Covers and areas of improvement when required.
5. Source and negotiate competitive rates from the market.
6. Provision of Insurance Services shall be for a period of one year, renewable each year for two years where applicable after evaluation of performance or/and existence of the organization.
7. Any dispute, controversy or claim between the Parties arising out of this Contract or the breach, termination or invalidity thereof, unless settled amicably, shall be referred by either Party to arbitration in accordance with the Laws of Kenya then obtaining. The parties shall be bound by any arbitration award rendered as a result of such arbitration as the final adjudication of any such controversy, claim or dispute.

TERMS OF REFERENCE

1. GROUP LIFE INSURANCE SCHEME.

Period of insurance -1st December 2017 to 30th November 2018 be renewable for another one year based on satisfactory performance.

Scope of cover-This policy is to provide for compensation of NDMA members of staffing event of death (natural or accidental) whilst in the service of NDMA any time during the period of insurance.

Level of Life cover : 3YearsBasicSalary.

Annual salary : **Kshs.306,731 ,880**

Free cover limit : Kshs.7, 000,000.00

Number of lives : 293MembersofStaff.

Last expense : Ksh.100, 000.00 per member.

Critical illness: 30%oflivesum assured subject to a maximum of Kshs. 3Million.

Limit of liability:-

Third party bodily injury: Unlimited

Third party property damage : Kshs.5,000,000.00

Passengers' liability any:-

Any one person : Kshs.3,000,000.00

Any one event : Kshs.20,000,000.00

Towing charges : Kshs.30,000.00

Authorized repair : Kshs.30,000.00

Medical expenses : Kshs.20,000.00

Windscreen : Kshs.30,000.00

Radio Cassette: Kshs.30,000.00

Excesses

Own damage :2.5%ofvehicle's value,minimumKshs.15,000/=Maximum

Kshs.100,000/=

Theft with anti- theft device: 10%ofvehicle's value, minimum Kshs.20 ,000/=, maximumKshs.150,000/=

Theft with trackingdevice: 2.5%ofvehiclesvalue minimumKshs.20,000/= Theft without anti-theft device: 20%ofvehicle's value minimumKshs.20,000/= Third party bodily injury claims : Nil

Third party property damage claims : Kshs.7, 500.00

Young and novice drivers: AdditionalKshs.5, 000.00 each (under 21years/under1yearexperience)

2. GROUP PERSONAL ACCIDENT/WORK INJURY BENEFIT ACT POLICY.

Scope of cover: To provide compensation for death or disable men resulting from accidentally bodily injury or occupational illness sustained by any of the NDMA members of staff any time during the period of insurance whilst in employment of National Drought Management Authority.

Number of livers	:	309
Estimated annual earnings	:	Ksh.306,731,880
Benefits:-		
1. Death	:	8YearsGrossSalary
2. Permanent total disablement	:	8YearsGrossSalary
3. Temporary total disablement	:	Actual weekly earnings up to a maximum52weeks.
4. Medical expenses	:	Kshs.200,000/= per member
5. Funeral expenses	:	Kshs.50, 000 per member.

3. EMPLOYERS LIABILITY.

Scope of cover: To provide compensation for legal liability under common law for acts of negligence resulting to injury, death or disease to an employee whilst in the employment of NDMA.

Number of lives : 309
Estimated annual earnings : Ksh.306,731,880

Limits of liability

Any one person : Kshs.4,000,000.00
Any one occurrence : Kshs.125,000,000.00
Anyone year : Kshs.50,000,000.00
Deductible :Kshs. 25,000/=each and every loss.

4. GROUPEPERSONALACCIDENT –DIRECTORS.

Scope of cover: To provide compensation in event of death or disablement resulting from accidental death or bodily injury sustained by any of NDMA's directors anytime during the period of insurance.

Number of directors : 7
Benefits : Death- Ksh.2,000,000.00
each. Permanent Total Disablement- Kshs.2,000,000.00
each. Temporary Total Disablement- Kshs.2,000,000.00
each. Medical expenses–200,000perpersonperaccident
Funeralexpenses-Ksh.100,000.00 each.

1. SECTION VI- STANDARD FORMS

Notes on the Standard Forms

1. **Form of Tender** - The form of Tender must be completed by the tenderer and submitted with the tender documents. It must also be duly signed by duly authorized representatives of the tenderer.
2. **Price Schedule Form** - The price schedule form must similarly be completed and submitted with the tender.
3. **Contract Form-** The contract form shall not be completed by the tenderer at the time of submitting the tender. The contract form shall be completed after contract award and should incorporate the accepted contract price.
4. **Confidential Business Questionnaire Form-** This form must be completed by the tenderer and submitted with the tender documents.

5. **Tender Security Form** - When required by the tender document the tenderer shall provide the tender security either in the form included here in after or in another form at acceptable to the NDMA.

6. **Performance security Form-** The performance security form should not be completed by the tenderer at the time of tender preparation. Only the successful tenderer will be required to provide performance security in the form provided herein or in another form acceptable to the NDMA.

Form of Tender

To:
Name and address of
NDMA

Date

Tender No.
Tender
Name

Gentlemen and/or Ladies:-

1. Having examined the Tender documents including Addenda No. (Insert numbers) the receipt of which is here by duly acknowledged, we the under signed, 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 here with 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 up on 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 2014

[Signature]

[In the capacity of]

Duly authorized to sign tender for and on behalf of _____

Price Schedule Form

Particulars of Insurance	Value to be insured	Qty	Unit Rate (Ksh)	Total Premium (Ksh)
Group Life Assurance				
GPA/WIBA(24 Hours,293 Employees)				
Employee Liability				
TOTAL PREMIUM INCLUSIVE OF VAT.				

Contract Form

THIS AGREEMENT made the..... Day of..... 20.....
between The National Drought Management Authority of Kenya (herein after
called “the
NDMA”) of the one part and [Name of tenderer] of
..... [City and country of tenderer] (Hereinafter called “the
tenderer”) of the other part:

WHEREAS the NDMA invited tenders for the insurance cover and has accepted a tender by
the tenderer for the supply of the services in the sum of _____
[Contract price in words in figures]
(here in after called “the Contract Price”).

NOW THIS AGREEMENT WITNESSES 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, vi z:
 - (a) the Tender Form and the Price Schedule submitted by the tenderer; (b) the Schedule of Requirements
 - (c) the Details of cover
 - (d) the General Conditions of Contract
 - (e) the Special Conditions of Contract; and
 - (f) the NDMA’s Notification of Award
3. In consideration of the payments to be made by the NDMA to the tenderer as here in after mentioned ,the tenderer hereby covenants with the NDMA to provide the insurance cover and to remedy defects therein in conformity in all respects with the provisions of the Contract.
4. The NDMA hereby covenants to pay the tenderer in consideration of the provision Of the services and the remedying of defects there in, 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 where of the parties here to have caused this Agreement to be executed in accordance with their respective laws the day and year first above written

Signed,sealed, delivered by the(for NDMA)

Signed ,sealed, delivered by the(for the tenderer)In the presence of_____

CONFIDENTIAL BUSINESS QUESTIONNAIRE

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

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

Part 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 Ksh.

Name of your bankers.....Branch

Part2 (a)–Sole Proprietor:

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

Nationality.....Country of origin

Citizenship details.....

Party2 (b)–Partnership

Give details of partners as follows

	Name	Nationality	Citizenship Details	Shares
1.....				

- 2.....
- 3.....
- 4.....
- 5.....

Part2(c)–Registered Company:

Private or public.....

State the nominal and issued capital of the company–

Nominal Ksh.

Issued Ksh.....

Give details of all directors as follows

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

Date.....

Signature of Tenderer.....

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

TENDER SECURITY FORM

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

KNOW ALL PEOPLE by these presents that WE [*name of bank*]of[*name of country*], having our registered office at [*name of procuring entity*](here in after called <the procuring entity>in the sum of[*state the amount*]for which payment well and truly to be made to the said procuring entity ,the Bank bind sit self ,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 with draw sits tender during the period of tender validity specified by the NDMA on the Form ;or
2. If the tender, having been notified of the acceptance of its tender by the NDMA 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.

We undertake to pay to thev NDMA up to the above amount upon receipt of its first written demand, without the NDMA having to substantiate its demand, provided that in its demand the NDMA 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]

PERFORMANCE SECURITY FORM

To:.....
[Name of procuring entity]

WHEREAS[name of tenderer]
(Here in after called “the tenderer”)has undertaken ,in pursuance of Contract No. _____
[reference number of the contract]dated 20 to
supply.....
[description of insurance services](Here in after called “the Contract”)

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

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

THEREFORE WE hereby affirm that we are Guarantors and responsible to you, on behalf of the tenderer, up to a total of.....
[amount of the guarantee in words and figures],and we undertake to pay you, upon your first written demand declaring the tenderer to be in default under the Contract and without cavil or argument, any sum of money within the limits of [Amount of guarantee] as aforesaid, with out your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

This guarantee is valid until the day of 20 _____

Signature and seal of the Guarantors

[Name of bank or financial institution]

[Address]

[Date]

LETTER OF NOTIFICATION OF AWARD

(NDMA Letterhead)

To: _____

RE: Tender No. :NDMA/5/2013-2014

Tender Name :PROCUREMENT OF GENERAL INSURANCE SERVICES

This is to notify that the contract/**stated** below under the above mentioned tender have been awarded to you.

1. Please acknowledge receipt of this letter of notification signifying your acceptance.
2. The contract/contracts shall be signed by the parties within 30 days of the date of this letter but not earlier than 14 days from the date of the letter.
3. You may contact the officer(s) whose particulars appear below on the subject matter of this letter of notification of award.

(FULL PARTICULARS) _____

For and on behalf of
THE CHIEF EXECUTIVE OFFICER

Annex 1 NDMA GROSS AS AT SEPTEMBER 2017

Staff	GROSS PAY
1	456,500
2	296,900
4	296,900
7	234,900
8	234,900
9	234,900
10	234,900
11	234,900
13	234,900
14	153,920
15	149,540
17	173,900
18	248,000
19	248,000
20	248,000
21	209,900
22	248,000
23	248,000
25	234,900
26	209,900
27	248,000
31	234,900
32	209,900
33	248,000
34	248,000
35	219,900
36	258,000
39	248,000
40	248,000
41	218,600
43	180,500

45	156,900
46	170,300
47	156,900
48	177,200
49	188,400
51	177,200
52	183,500
53	180,500
54	145,700
55	181,400
56	180,500
58	145,700
59	177,200
61	145,700
62	177,200
63	180,500
65	177,200
66	145,700
67	173,900
68	181,400
69	177,200
70	145,700
71	149,900
72	145,700
73	188,400
74	181,400
75	156,900
76	173,900
77	177,200
78	177,200
79	177,200
80	145,700

81	156,900
82	149,900
83	145,700
84	145,700
85	177,200
86	177,200
88	177,200
89	177,200
90	177,200
91	218,600
92	181,400
93	177,200
94	177,200
95	177,200
96	177,200
97	177,200
98	177,200
100	97,060
101	99,560
102	97,060
103	97,060
104	99,660
105	97,060
106	99,660
107	82,560
108	99,560
109	97,060
110	82,560
111	79,960
112	97,060
113	82,560
114	99,660

115	97,060
116	86,560
118	97,060
119	79,960
121	97,060
122	90,060
123	79,960
124	79,960
125	97,060
126	99,560
127	99,660
129	79,960
130	97,060
131	82,560
132	79,960
133	99,560
134	90,060
135	97,060
138	79,960
139	99,660
140	107,160
141	82,560
142	97,060
145	97,060
146	79,960
147	97,060
148	79,960
149	99,660
150	90,060
151	97,060
152	97,060
153	157,220
154	140,300
155	129,920

157	79,960
158	99,660
159	157,220
160	157,220
161	166,700
162	97,060
163	79,960
164	79,960
165	79,960
167	97,060
168	79,960
169	129,920
170	161,840
173	97,060
174	90,060
175	157,220
176	125,720
178	73,200
179	73,200
180	173,900
181	73,200
182	58,200
183	90,060
184	82,560
185	67,200
187	79,960
188	80,200
189	106,560
190	99,560
191	72,850
192	73,200
194	72,850
196	61,700
197	58,200

199	72,850
200	70,555
201	58,200
202	58,200
203	58,200
204	70,555
205	74,055
206	70,555
209	73,200
210	71,940
211	70,555
212	72,850
213	70,555
214	73,200
215	72,850
216	58,200
217	72,850
218	67,200
219	72,850
220	58,200
221	58,200
222	72,850
223	72,850
224	77,700
225	76,350
227	72,850
228	72,850
229	81,850
230	74,055
231	70,555
239	73,200
240	76,350
241	58,200
242	67,200

243	81,850
244	67,200
245	72,850
246	72,850
247	58,200
248	76,350
250	58,200
251	81,850
252	38,150
253	39,750
254	29,950
255	33,250
256	39,750
257	41,450
258	29,950
259	38,150
260	38,150
261	31,550
262	29,950
263	38,150
264	38,150
265	29,950
266	29,950
267	29,950
268	38,150
269	38,150
270	35,750
271	68,790
272	29,950
273	38,150
274	38,150
275	38,150
276	29,950
277	38,150

278	35,750
279	38,750
282	33,250
283	39,750
284	38,150
285	38,150
286	38,150
287	38,150
288	77,440
289	38,150
290	79,960
291	97,060
292	177,200
293	177,200
294	234,900
295	72,850
297	58,200
298	72,850
299	96,620
300	31,900
301	53,790
303	70,555
306	91,300
307	70,555
308	96,620
309	55,905
310	55,905
311	71,940
312	79,620
313	96,620
314	93,900
315	91,300
316	71,940
317	37,140

318	68,440
319	68,440
320	53,790
321	91,300
322	74,200
323	91,300
324	91,300
325	66,050
326	93,800
327	91,300
328	177,900
329	91,300
330	163,400
331	35,540
332	35,540
333	27,340
334	53,790
335	219,600
336	35,970
337	66,720
338	69,870
339	66,720
340	91,100
341	88,600
342	55,220
343	66,370
344	69,870
345	88,600
346	51,720
347	85,990
348	64,390
349	53,240
350	68,890
351	71,490

352	71,490
353	71,490
354	96,090
355	125,720
356	161,420
357	136,920

358	161,420
359	157,220
360	134,060
361	64,390
TOTAL PER MONTH	34,055,900

TOTAL PER YEAR	408,670,800.00
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