KNTC
Kenya National Trading Corporation Ltd.

THE KENYA NATIONAL TRADING CORPORATION LIMITED

YARROW ROAD COMPLEX, YARROW ROAD, INDUSTRIAL AREA,
P.O. Box 30587- 00100,
NAIROBI.
www.kntc.go.ke
Email: kntc@kntc.go.ke

PROVISION OF DIRECTORS & OFFICERS LIABILITY INSURANCE (FRAMEWORK CONTRACT)

RFP NO. KNTC/TENDER/034/2023-2024

Tender Closing Date: 1st August 2023

Time: 1000hrs (East African Time)

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1 SECTION I – INVITATION FOR TENDERS

Date: 18th July 2023

Tender Ref No: KNTC/TENDER/034/2023-2024

RE: PROVISION OF DIRECTORS & OFFICERS LIABILITY INSURANCE COVER (FRAMEWORK CONTRACT)

1.1 Kenya National Trading Corporation ltd invites sealed tenders from interested eligible candidates for the provision of Directors & Officers Liability Insurance under a framework for a period of one (1) year with a value for money assessment undertaken annually to confirm whether the Bidder is providing satisfactory performance and whether the terms in the framework contract remain competitive.

1.2 Prices quoted should be net inclusive of all taxes and delivery costs, must be expressed in Kenya shillings and shall remain valid for a period of one hundred and fifty (90) days from the closing date of the tender.

1.3 Completed RFP documents are to be enclosed in plain sealed envelopes, clearly marked with the tender name and be addressed to.

Managing Director
Kenya National Trading Corporation ltd – Yarrow Road Complex,
Yarrow road, Industrial Area
P.O Box 30587 – 00100, NAIROBI

and deposited in the Tender Box provided at:

Kenya National Trading Corporation ltd – Reception, Ground Floor, Yarrow Road complex, Yarrow Road, Industrial Area
P.O Box 30587 – 00100, NAIROBI

to be received on or before **1st August 2023 at 1000hrs (East Africa Time).** Late submissions shall automatically be disqualified regardless of the circumstances.
Bulky tenders that do not fit into the tender box should be received and registered at the reception located on Ground Floor, **Kenya National Trading Corporation ltd – Yarrow Road Complex, Yarrow Road, Industrial Area,** on or before **1st August 2023 at 1000hrs (East African Time).**

Request For Proposal will be opened immediately thereafter in the presence of the tenderer and/or their representatives who choose to attend the opening at the **Meeting Room, Ground Floor Yarrow Road complex, Yarrow Road, Industrial Area**

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2 SECTION II – INSTRUCTIONS TO TENDERERS

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2.1 Eligible Tenderers

2.1.1 This Invitation for Tender is open to tenderers eligible as described in the Appendix to Instructions to Tenderers. Successful tenderers shall provide the services for the stipulated duration from the date of commencement (hereinafter referred to as the term) specified in the tender documents.

2.1.2 The procuring entity'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 or indirectly, with a firm or any of its affiliates which have been engaged by the Procuring entity to provide consulting services for the preparation of the design, specifications, and other documents to be used for the procurement of the services under this Invitation for tenders.

2.1.4 Tenderers involved in the corrupt or fraudulent practices or debarred from participating in public procurement shall not be eligible.

2.2 Cost of Tendering

2.2.1 The Tenderer shall bear all costs associated with the preparation and submission of its tender, and the procuring entity, will in no case be responsible or liable for those costs. Regardless of the conduct or outcome of the tendering process

2.2.2 The price to be charged for the tender document is not applicable

2.3 Contents of Tender Document

2.3.1 The tender documents comprise the documents listed below and addenda issued in accordance with clause 2.5 of these instructions to 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 (Bidder's Declaration and Integrity Pact)

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.

2.3.3 The Proposal shall provide the following information (but not limited to the below) using the attached Standard Forms;

1. Clear highlights, elaboration and justification of general insurance covers.
2. Detailed proposal on how the underwriter will provide the general insurance covers to KNTC and the modalities of the general insurance scheme.
3. Method statement giving work plan & performance indicators during the cover period as well as Programming and methodology for undertaking the engagement.

2.4 Clarification of Tender Documents

2.4.1 A Candidate making inquiries of the tender documents may notify the Procuring entity by post, fax or by email at the procuring entity's address indicated in the Invitation for tenders. The Procuring entity will respond in writing to any request for clarification of the tender documents, which it receives not later than seven (7) days prior to the deadline for the submission of the tenders, prescribed by the procuring entity. Written copies of the Procuring entities response (including an explanation of the query but without identifying the source of inquiry) will be sent to all candidates who have received the tender documents.

2.4.2 The procuring entity shall reply to any clarifications sought by the tenderer within 3 days of receiving the request to enable the tenderer to make timely submission of its tender.

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

2.5 Amendment of Tender Documents

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

2.5.2 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 account in preparing their tenders, the Procuring entity, 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 the Procuring entity, shall be written in English language. Any printed literature furnished by the tenderer may be written in another language provided they are accompanied by an accurate English translation of the relevant passages in which case, for purposes of interpretation of the tender, the English translation shall govern.

2.7 Documents Comprising the Tender

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

a) A Tender Form and a Price Schedule completed in accordance with clauses 2.8, 2.9 and 2.10 below;
b) Documentary evidence established in accordance with clause 2.1.2 that the tenderer is eligible to tender and is qualified to perform the contract if its tender is accepted;
c) Tender security furnished in accordance with clause 2.12 (if applicable); and
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 clause 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 clause 2.1 the tenderer shall furnish, as part of its tender, documents establishing the tenderers eligibility to tender and its qualifications to perform the contract if it’s tender is accepted.

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

2.12 Tender Security

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

2.12.2 The tender security is required to protect the Procuring entity against the risk of Tenderer's conduct which would warrant the security's forfeiture, pursuant to clause 2.12.7

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

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

2.12.4 Any tender not secured in accordance with clause 2.12.1 and 2.12.3 shall be rejected by the Procuring entity as non-responsive, pursuant to clause 2.20.5.

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

2.12.6 The successful Tenderer's tender security will be discharged upon the tenderer signing the contract, pursuant to clause 2.28, and furnishing the performance security, pursuant to clause 2.29.

2.12.7 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 clause 2.28;

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

2.13 Validity of Tenders

2.13.1 Tenders shall remain valid for **90** days after date of tender opening pursuant to clause 2.18. A tender valid for a shorter period shall be rejected by the Procuring entity as non-responsive.

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

2.14 Format and Signing of Tenders

2.14.1 The 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 for un-amended printed literature, shall be initialed by the person or persons signing the tender.

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

2.15 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 the Procuring entity at the address given in the Invitation to Tender; and

b) bear tender number and name in the invitation to tender and the words, **"DO NOT OPEN BEFORE 1st August 2023 AT 1000HRS (EAST AFRICAN TIME)"**

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 by clause 2.15.2, the Procuring entity will assume no responsibility for the tender's misplacement or premature opening.

2.16 Deadline for Submission of Tenders

2.16.1 Tenders must be received by the Procuring entity at the address specified under clause 2.15.2 **not later than 1st August 2023 at 1000hrs (East African Time).**

2.16.2 The Procuring entity may, at its discretion, extend this deadline for the submission of tenders by amending the tender documents in accordance with clause 2.5.3 in which case all rights and obligations of the Procuring entity and candidates previously subject to the deadline will thereafter be subject to the deadline as extended.

2.16.3 Bulky tenders which will not fit the tender box shall be received by the procuring entity as provided for in the appendix.

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 the Procuring entity 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 clause 2.15. a withdrawal notice may also be sent by fax or email but followed by a signed confirmation copy, postmarked not later than the deadline for submission of tenders.

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

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

2.18 Opening of Tenders

The Procuring entity will open all tenders in the presence of tenderers and/or their representatives who choose to attend, **at 1000hrs (East African Time) 1st August 2023 at the Meeting Room, Kenya National Trading Corporation ltd – Reception, Ground Floor, Yarrow Road complex, Yarrow Road, Industrial Area, Nairobi**

2.18.1 The tenderers and/or their 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 the Procuring entity, at its discretion, may consider appropriate, will be announced at the opening.

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

2.19 Clarification of Tenders

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

2.19.2 Any effort by the tenderer to influence the Procuring entity in the Procuring entity's tender evaluation, tender comparison or contract award decisions may result in the rejection of the tenderers' tender.

2.20 Preliminary Examination and Responsiveness

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

2.20.2 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 The Procuring entity may waive any minor informality or non-conformity or irregularity in a tender which does not constitute a material deviation provided such waiver does not prejudice or affect the relative ranking of any tenderer.

2.20.4 Prior to the detailed evaluation, pursuant to clause 2.20, the Procuring entity will determine the substantial responsiveness of each tender to the tender documents. For purposes of these clauses, a substantially responsive tender is one which conforms to all the terms and conditions of the tender documents without material deviations. The Procuring entity's determination of a tender's responsiveness is to be based on the contents of the tender itself without recourse to extrinsic evidence.

2.20.5 If a tender is not substantially responsive, it will be rejected by the procuring entity and may not subsequently be made responsive by the tenderer by correction of the nonconformity.

2.21 Conversion to single currency

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

2.22 Evaluation and Comparison of Tenders

2.22.1 The Procuring entity will evaluate and compare the tenders which have been determined to be substantially responsive, pursuant to clause 2.20.

2.22.2 The Procuring entity'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 clause 2.22.3.

a) operational plan proposed in the tender; and

b) deviations in payment schedule from that specified in the Special Conditions of Contract.

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

a) Operational Plan

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

b) Deviation in payment schedule

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

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

2.23 Contacting the Procuring entity

2.23.1 Subject to clause 2.19 no tenderer shall contact the Procuring entity on any matter relating to its tender, from the time of the tender opening to the time the contract is awarded.

2.23.2 Any effort by a tenderer to influence the Procuring entity in its decisions on tender evaluation, tender comparison, or contract award may result in the rejection of the Tenderers' tender.

2.24 Post-qualification

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

2.24.2 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, pursuant to clause 2.11.2 , as well as such other information as the Procuring entity deems necessary and appropriate

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

2.25 Award Criteria

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

2.25.2 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 for procurement

c) Shall not be insolvent, in receivership, bankrupt or in the process of being wound up and is not the subject of legal proceedings relating to the foregoing.

d) Shall not be debarred from participating in public procurement.

2.26 Procuring entity's Right to accept or Reject any or all Tenders

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

2.26.2 The procuring entity 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 is 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, the Procuring entity 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 the procuring entity pursuant to clause 2.9. 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 pursuant to clause 2.29 the Procuring entity will promptly notify each unsuccessful Tenderer and will discharge its tender security, pursuant to clause 2.12.

2.28 Signing of Contract

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

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

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 tenderer shall not furnish the performance security in accordance with the Conditions of Contract, in a form acceptable to the Procuring entity.

2.29.2 Failure by the successful tenderer to comply with the requirement of clause 2.28 or clause 2.29.1 shall constitute sufficient grounds for the annulment of the award and forfeiture of the tender security, in which event the Procuring entity may make the award to the next lowest evaluated tender or call for new tenders.

2.30 Corrupt or Fraudulent Practices

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

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

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

2.31 APPENDIX TO INSTRUCTIONS TO TENDERERS

The following information for the procurement of insurance services shall complement, supplement, or amend, the provisions on the instructions to tenderers. Wherever there is a conflict between the provisions of the instructions to tenderers and the provisions of the appendix, the provisions of the appendix herein shall prevail over those of the instructions to tenderers.

Instruction to tender reference – Clause	Particulars of Appendix to instructions to Tenderers
2.1	**Eligible tenderers are as indicated here below:** The invitation to tender is open to insurance companies and Bokers registered with the Insurance Regulatory Authority.
2.4	**Clarification of tender documents** The Procuring entity 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 the tenders, prescribed by the procuring entity.
2.10	Tender currency shall be in Kenya Shillings
2.13	**Validity of Tenders** Tenders shall remain valid for 9**0** days after date of tender opening
2.16.3	**Bulky Tenders** that do not fit into the tender box shall be received and registered at the reception Ground Floor, **Kenya National Trading Corporation ltd – Reception, Ground Floor, Yarrow Road complex, Yarrow Road, Industrial Area ,Nairobi**
2.20	**EVALUATION AND COMPARISON OF TENDERS** **A. PRELIMINARY EVALUATION** The tenderer shall provide the following mandatory requirements which shall be used for the preliminary evaluation ***(failure to submit the mandatory requirements will lead to disqualification from the tender process)*** 1. Copy of valid tax compliance certificate 2. Copy of certificate of Incorporation/Registration 3. Copy of CR-12 from the Registrar of Companies

	4. Must be registered with the commissioner of insurance (Insurance Regulatory Authority) and copy of license submitted 5. Must be registered with the Association of Kenya insurance(AKI) for the current year and current copy of license submitted 6. Must have a nominal share capital of at least Kshs 500 million (Attach a copy of the nominal share capital statement) 7. Duly filled Confidential Business Questionnaire (Section VI – Standard Forms) 8. Duly filled Bidders Declaration and Integrity Pact. Both documents are contained in Section VI – Standard Forms. 9. **Properly bound (spiral or perfect cover, hard cover or case bound), paginated, serialized tender document (**each page of the tender submission must have a number and the numbers must be in chronological order). For pagination, the numbering system to be used are numerical numbers, i.e. 1,2,3,4,5,6,7,8,9,10….. ***Bidders failing to provide any of the above mandatory requirements will not proceed to technical evaluation.*** **B. TECHNICAL EVALUATION** The evaluation criteria given in the table below will be used in evaluation of the tender for provision of Directors & Officers Liability Insurance: **Technical evaluation criteria**

#	Criteria	Maximum points
1.	**Underwriter's years of experience**	

		Must have continuously operated as an insurance Company for the last Ten (10) years as evidenced by annual insurance certificates issued by IRA. (Attach evidence of past annual insurance certificates). **Each year of experience shall be awarded 1 mark**	
		Sub-total	**10**
	2.	**Previous experience**	
		Submit letters of reference or contracts or POs from five (5) corporate clients for general insurance which should include summary of services rendered and value of general insurance contracts should be kshs 5 million and above within the last five (5) years and provide details of the contact person, address and telephone numbers (4 marks for each complete letter of reference or contract or PO as highlighted above)	
		For each reference, insurance services rendered- *1 mark*, value of contracts of kshs 5 million and above for general insurance- *1 mark*, insurance services executed within the last five (5) years-*1 mark*, address and telephone numbers- *1mark* Reference checks shall be conducted by KNTC	
		Sub-total	**20**
	3.	**Financial Capability**	
		i. Provide copies of the last three years' audited accounts (2020,2021 & 2022)	5
		a. average current ratio of 1:1 for the last 3 years (2020,2021 & 2022)	5
		b. Turnover: an average turnover of Kshs 500 million and above for the last 3 years (2020,2021 & 2022)	5
		Sub-total	**15**
	4.	**Qualifications and Competence of Key Staff**	
		a. Team leader qualified as per the criteria below:	
		(Attach copies of the CV and certificates)	
		• Relevant degree/postgraduate degree (insurance studies, business studies) as evidenced by the certificates	2
		• Ten(10) years' experience in the insurance field as evidenced by the CVs	2
		Sub-total	**4**

		b. One (1) no Technical staff qualified as per the criteria below:	
		(Attach copies of the CVs and certificates)	
		• Relevant insurance qualifications (minimum of a diploma from CII or equivalent) as evidenced by the certificates	2
		• Five years' experience in Insurance sector as evidenced by the CVs	2
		Sub-total	**4**
	5.	**Underwriter's claims management and settlement**	
		Least period used to settle previous claims upon presentation of all required documents (attach evidence). **Note; Bidders are advised that this section will be included in the contract as part of the contractual obligations that shall be met.** **Marks awarded as follows:** • Claims settled within 3 months (provide evidence from previous clients-at least one (1) claim – *10 marks*	
		• Claims settled beyond 3 months but within 4 months (provide evidence from previous clients-at least one (1) claim - 5 *marks*	
		• Claims settled beyond 4 months - *0 marks*	
		Sub-total	**10**
	6.	**Methodology for providing the Directors and Officers Liability Insurance**	
		The Underwriter shall provide the methodology that will be used to carry out the assignment as highlighted below:	
		• Procedure for carrying out the assignment	2
		• Timelines for carrying out the assignment	2
		Sub-total	**4**
	7.	**Proposed Cover**	
		Underwriters shall provide the full terms and conditions for providing the Directors & Officers Liability Insurance	

		a. Directors & Officers Liability Insurance **(Bidders to provide details of the policy in column 4, 5 & 6 of the table in *Section V – Schedule of Requirements* of the bid document)**	
		• Suitability of exclusion clauses (if any)	2
		• Suitability of excess clauses (if any)	2
		• Cover summaries	2
		Sub-total	**6**
	8.	**Credit Rating**	
		The scale below shall be used for assessing the Vendors global credit rating (attach proof of rating from reputable international credit rating companies);	
		AA 5 marks	
		AA- 3 marks	
		A+ 2 marks	
		A 1 mark	
		Less than A/no credit rating 0 marks	
		Sub-total	**5**
	9.	**Re-insurance Policy**	
		Bidder shall provide evidence of current re-insurance covering Directors & Officers Liability Insurance	2
		Sub-total	**2**
	10.	Bidder shall provide evidence confirming that the following are included in their proposed cover for this tender: • Cover for Civil sanctions – 2 marks • Cover for Official investigations – 2 marks • Cover for Employment practices – 2 marks • Cover for Retired directors – 2 marks • Severability – 2 marks • Cover for Punitive and exemplary damages – 2 marks • Run-off cover – 2 marks • Additional limit for non-executive directors – 2 marks	16
		Sub-total	**16**
	11.	Limit of liability	4

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Any one event - Kshs 1 (One) Billion - 2 marks
Any one period – Kshs 1 (One) Billion - 2 marks</td><td></td></tr>
<tr><td></td><td>Sub-total</td><td>4</td></tr>
<tr><td></td><td>TOTAL</td><td>100</td></tr>
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The pass mark to proceed to financial evaluation is 70 out of the maximum total score of 100 marks.
Only bidders with a technical score of 70 marks and above out of the maximum possible 100 marks shall be considered technically responsive, hence qualify for financial evaluation.
The tender award will be made to the technically responsive tenderer with the lowest evaluated price, having demonstrated capacity to provide the required services.
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<td>2.21</td>
<td>The currency to be used is Kenya Shillings</td>
</tr>
<tr>
<td>2.25</td>
<td>
Award Criteria
a) Award
KNTC will award the contract to the successful tenderer whose tender has been determined to be substantially responsive and has been determined to be the lowest evaluated tender provided further that the tenderer is determined to be qualified to perform the contract satisfactorily.
Prior to contract award, the Bidder shall be required to prove that Reinsurance exists and also that the cover limits are in place for the reinsurance.
b) Competitive negotiation
Kenya National Trading Corporation ltd may conduct competitive negotiations where applicable in accordance with section 131 and Section 132 of the Public Procurement and Asset Disposal Act 2015.
c) Post qualification
Kenya National Trading Corporation ltd shall conduct post qualification evaluation and due diligence to 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. For existing insurance providers, Kenya National Trading Corporation ltd shall also use the supplier performance appraisal reports as part of the due diligence process to confirm whether the tenderer is qualified to perform the contract satisfactorily.
</td>
</tr>
<tr>
<td>2.29</td>
<td>Performance Security</td>
</tr>
</table>

	The amount of Performance Security shall be 10% of the contract price in the format of the Performance Security Form provided in the tender document in the form of a bank guarantee drawn by a bank licensed and operating in Kenya and registered by the Central Bank of Kenya.
2.30	**In addition to clause 2.30, the ethics as described below will apply; Ethics** It is a requirement that both Kenya National Trading Corporation ltd and prospective suppliers of goods, services and works observe the highest standards of ethics during the procurement and execution of contracts. In pursuance of this policy, Kenya National Trading Corporation ltd requires that all bidders concerned take measures to ensure that no transfer of gifts, payments or other benefits to officials of Kenya National Trading Corporation ltd and/or procurement/management staff with decision making responsibility or influence occurs. In this regard, Kenya National Trading Corporation ltd will require all tenderers to sign, as part of the tender documents, an Integrity Pact (Section VI – Standard forms). Non-delivery of the Bidders Declaration and Integrity Pact (Section VI – Standard forms) duly undersigned by the chief executive or legal representative of the tendering party will result in exclusion of the bid/ quotation from the procurement process. Kenya National Trading Corporation ltd reserves the right to suspend or cancel a tender/quotation if corrupt practices of any kind are discovered at any stage of the award process.

3 SECTION III – GENERAL CONDITIONS OF CONTRACT

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Definitions

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

a) "The Contract" means the agreement entered into between the Procuring entity and the tenderer, as recorded in the Contract Form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.

b) "The Contract Price" means the price payable to the tenderer under the Contract for the full and proper performance of its contractual obligations

c) "The Services" means services to be provided by the tenderer including any documents, which the tenderer is required to provide to the Procuring entity under the Contract.

d) "The Procuring entity" means the organization procuring the services under this Contract

e) "The Contractor" means the organization or firm providing the services under this Contract.

f) "GCC" means the General Conditions of Contract contained in this section.

g) "SCC" means the Special Conditions of Contract

h) "Day" means calendar day

3.2 Application

3.2.1 These General Conditions shall apply to the extent that they are not superseded by provisions of other part of the contract

3.3 Standards

3.3.1 The services provided under this Contract shall conform to the standards mentioned in the schedule of requirements.

3.4 Use of Contract Documents and Information

3.4.1 The Contractor shall not, without the Procuring entity's prior written consent, disclose the Contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the Procuring entity in connection therewith, to any person other than a person employed by the contractor in the performance of the Contract.

3.4.2 The Contractor shall not, without the Procuring entity's prior written consent, make use of any document or information enumerated in clause3.4.1 above.

3.4.3 Any document, other than the Contract itself, as given in clause3.4.1 shall remain the property of the Procuring entity and shall be returned (all copies) to the Procuring entity on completion of the contract's or performance under the Contract if so required by the Procuring entity.

3.5 Patent Rights

3.5.1 The Contractor shall indemnify the Procuring entity against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the services under the contract or any part thereof.

3.6 Performance Security

3.6.1 Within fourteen (14) days of receipt of the notification of Contract award, the successful tenderer shall furnish to the Procuring entity the performance security where applicable in the amount specified in SCC.

3.6.2 The proceeds of the performance security shall be payable to the Procuring entity as compensation for any loss resulting from the Tenderer's failure to complete its obligations under the Contract.

3.6.3 The performance security shall be denominated in the currency of the Contract, or in a freely convertible currency acceptable to the Procuring entity and shall be in the form of:

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

3.6.4 The performance security will be discharged by the Procuring entity and returned to the Candidate not later than thirty (30) days following the date of completion of the Contractor's performance of obligations under the Contract, including any warranty obligations, under the Contract.

3.7 Delivery of services and Documents

3.7.1 Delivery of the services shall be made by the Contractor in accordance with the terms specified by the procuring entity in the schedule of requirements and the special conditions of contract.

3.8 Payment

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

3.8.2 Payment shall be made promptly by the Procuring entity, but in no case later than sixty (60) days after submission of an invoice or claim by the contractor.

3.9 Prices

3.9.1 Prices charges by the contractor for Services performed under the Contract shall not, with the exception of any price adjustments authorized in SCC vary from the prices quoted by the tenderer in its tender or in the procuring entity's request for tender validity extension the case may be. No variation in or modification to the terms of the contract shall be made except by written amendments signed by the parties.

3.9.2 Contract price variations shall not be allowed for contracts not exceeding one year (12 months)

3.9.3 Where contract price variation is allowed the variation shall not exceed 10% of the original contract price

3.9.4 Price variation requests shall be processed by the procuring entity within 30 days of receiving the request.

3.10 Assignment

3.10.1 The Contractor shall not assign, in whole or in part, its obligations to perform under this Contract, except with the Procuring entity's prior written consent.

3.11 Termination for Default

3.11.1 The Procuring entity may, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the Contractor terminate this Contract in whole or in part:

a) if the Contractor fails to provide any or all of the services within the period(s) specified in the Contract, or within any extension thereof granted by the Procuring entity.

b) If the Contractor fails to perform any other obligation(s) under the Contract

c) If the Contract in the judgment of the Procuring entity has engaged in corrupt or fraudulent practices in competing for or in executing the contract

3.11.2 In the event the Procuring entity terminates the contract in whole or in part, it may procure, upon such terms and in such manner as it deems appropriate, services similar to those un-delivered and the Contractor shall be liable to the Procuring entity for any excess costs for such similar services. However the contractor shall continue performance of the contract to extent not terminated.

3.12 Termination for Insolvency

3.12.1 The Procuring entity may at any time terminate the contract by giving written notice to the Contractor if the contractor becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the contractor, provided that such termination will not prejudice or affect any right of action or remedy, which has accrued or will accrue thereafter to the procuring entity.

3.13 Termination for Convenience

3.13.1 The Procuring entity by written notice sent to the contractor may terminate the contract in whole or in part, at any time for its convenience. The notice of termination shall specify that the termination is for the procuring entities convenience, the extent to which performance of the contractor of the contract is terminated and the date on which such termination becomes effective.

3.13.2 For the remaining part of the contract after termination the procuring entity may elect to cancel the services and pay to the contractor an agreed amount for partially completed services.

3.14 Resolution of Disputes

3.14.1 The procuring entity and the contractor shall make every effort to resolve amicably by direct informal negotiations and disagreement or disputes arising between them under or in connection with the contract.

3.14.2 If after thirty (30) days from the commencement of such informal negotiations both parties have been unable to resolve amicably a contract dispute either party may require that the dispute be referred for resolution to the formal mechanisms specified in the SCC.

3.15 Governing Language

3.15.1 The contract shall be written in the English language. All correspondence and other documents pertaining to the contract, which are exchanged by the parties, shall be written in the same language.

3.16 Applicable Law

3.16.1 The contract shall be interpreted in accordance with the laws of Kenya unless otherwise expressly specified in the SCC.

3.17 Force Majeure

3.17.1 The Contractor shall not be liable for forfeiture of its performance security, or termination for default if and to the extent that it’s delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.

3.18 Notices

3.18.1 Any notices given by one party to the other pursuant to this contract shall be sent to the other party by post or by Fax or Email and confirmed in writing to the other party’s address specified in the SCC.

3.18.2 A notice shall be effective when delivered or on the notices effective date, whichever is later.

4 SECTION IV – SPECIAL CONDITIONS OF CONTRACT

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

Reference of general conditions of contract	Special condition of contract
3.6	**Particulars of performance security** The amount of Performance Security shall be 10% of the Contract Price in the format of the Performance Security Form provided in the tender document (Section VI-Standard Forms) in the form of a bank guarantee drawn by a bank licensed and operating in Kenya.
3.7	**Delivery of Services:** The insurance covers are to be provisioned by the successful bidder as per the terms of reference and as per their proposal on the agreed premiums, under a framework contract for a period of three (3) years which shall be renewable annually subject to satisfactory performance
3.8	**Payment terms** Payments shall be within 30 days after receipt of invoice at KNTC offices.
3.9	**Price adjustments** No upward contract price variation shall be allowed for the duration of the one (1) year contract
3.16	**Applicable Law** The applicable law is the laws of Kenya.
3.18	**Notices** Notices will be addressed to: **Chief Executive Officer** **Kenya National Trading Corporation,** **Industrial Area, Yarrow road, off Nanyuki Road**

5 SECTION V – SCHEDULE OF REQUIREMENTS

Below is the schedule and details of what is to be insured.

TERMS OF REFERENCE

This policy cover shall provide compensation in case of any loss a company suffers due to the actions taken by the Officer and Directors of the Company in the discharge of their duties, wrongful decisions with the exception of decisions categorized as criminal acts or those designed to personally benefit a director. The policy shall cover;

- Judgments costs
- Settlements costs
- Defense Costs
- Employment practices claims

The Policy shall offer protection for the directors and officers from claims against the insured or subsidiary companies including those acquired or created during the period of the policy.

The Bidder is also required to specifically highlight any exclusions or policy excess applicable under the policy cover.

The Bidder shall indicate whether the following are included in the scope of cover and shall be required to indicate if any of the below extensions attract an additional cost:

- Cover for Civil sanctions
- Cover for Official investigations
- Cover for Employment practices
- Cover for Retired directors
- Severability
- Cover for Punitive and exemplary damages
- Run-off cover
- Additional limit for non-executive directors

Limit of Liability
Any one event - Kshs One (1) Billion
Any one period – Kshs One (1) Billion
Number of Directors and Officers – 10 No. Directors and 15 No. Managers
The Bidder shall state all the insured requirements for the policy cover.

DIRECTORS & OFFICERS LIABILITY INSURANCE
Bidders MUST fill in details in column 4, 5 and 6 of the table below or provide a separate schedule containing the required information in column 4, 5 and 6.

1	2	3	4	5	6
#	**TYPE OF POLICY**	**RISK DETAILS**	**UNDERWRITERS POLICY DETAILS/ PROPOSAL FOR THE INSURANCE POLICY**	**UNDERWRITERS DETAILS ON THE EXCLUSIONS**	**UNDERWRITERS DETAILS ON THE EXCESSSES**
1	Directors & officers Liability	Liability arising from loss suffered due to the actions taken by the Officer and Directors of the Company in the discharge of their duties, wrongful decisions with the exception of decisions categorized as criminal acts or those designed to personally benefit a director: No. of Directors & Officers-10 No. Directors and 15 No. Managers			

Note; the Bidder may provide separate for purposes of providing more information on the policy details

6 SECTION VI – STANDARD FORMS

Notes on the standard Forms

6.1 **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.

6.2 **Price Schedule Form –** The price schedule form must similarly be completed and submitted with the tender.

6.3 **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.

6.4 **Confidential Business Questionnaire Form** – This form must be completed by the tenderer and submitted with the tender documents.

6.5 **Tender Security Form –** When required by the tender document the tenderer shall provide the tender security either in the form included hereinafter or in another format acceptable to the procuring entity.

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

6.7 **Bidders declaration and integrity pact**

6.1 Form of Tender

Date: ______________________

To: ______________________________
Name and address of procuring entity

____
Tender No.
Tender Name

Gentlemen and/or Ladies:-

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

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

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

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

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

Dated this ________________ day of _________________________ 2019

_______________________________ _________________________
[Signature] [In the capacity of]

Duly authorized to sign tender for and on behalf of _____________

6.2 PRICE SCHEDULE

NO.	CLASS OF INSURANCE	RATE	BASIC PREMIUM	LEVIES	ANNUAL PREMIUM
1.	Directors & Officers Liability Insurance as per the terms of reference in Section V – Schedule of Requirements				
GRAND TOTAL					

Authorized signatory……………………………………………………

6.3 CONTRACT FORM

THIS AGREEMENT made the day of 2019 between [name of Procurement entity] of [country of Procurement entity] (hereinafter called "the Procuring entity") of the one part and [name of tenderer] of [city and country of tenderer] (hereinafter called "the tenderer") of the other part:

WHEREAS the Procuring entity invited tenders for Provision of Directors & Officers Liability Insurance and has accepted a tender by the tenderer for the supply of the services in the sum of ____ __________________ [contract price in words in figures] (hereinafter called "the Contract Price").

NOW THIS AGREEMENT WITNESSTH AS FOLLOWS:-

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

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

Signed, sealed, delivered by _______ the _________ (for the Procuring entity)

Signed, sealed, delivered by _______ the _________ (for the tenderer) in the presence of ______________________

6.4 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 KShs.

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

Part 2(a) – Sole Proprietor:
Your name in full …………………………………………. Age …………………
Nationality …………………………….. Country of origin …………………………
Citizenship details……………………………………………………………………..

Party 2(b) – Partnership
Give details of partners as follows

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

Part 2(c) – Registered Company:

Private or Public
………………………………………………………………………………
State the nominal and issued capital of the company –
Nominal KShs... ……………………………………………

Issued KShs…………………………………………………

Give details of all directors as follows

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

6.5 TENDER SECURITY FORM

Whereas ……………………………………………… [*name of Bidder*] (hereinafter called the tenderer) has submitted its bid dated …………………………………………… [*date of submission of bid*] for the provision of insurance cover services (hereinafter 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] (hereinafter 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 binds itself, its successors, and assigns by these presents. Sealed with the Common Seal of the said Bank this _________ ______ day of _________________ 2019.

THE CONDITIONS of this obligation are:-

1. If the tenderer withdraws its tender during the period of tender validity specified by the procuring entity on the Form; or

2. If the tender, having been notified of the acceptance of its tender by the procuring entity 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 the procuring entity up to the above amount upon receipt of its first written demand, without the procuring entity having to substantiate its demand, provided that in its demand the procuring entity 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]

(Amend accordingly if provided by Insurance Company)

6.6 PERFORMANCE SECURITY FORM

To:…………………………….

[Name of procuring entity]

WHEREAS …………………………………………… [name of tenderer] (Hereinafter called "the tenderer") has undertaken, in pursuance of Contract No. _ ____________ [reference number of the contract] dated _______________ 2019__ ____________ to supply ……………………………………………… [*description of insurance services*] (Hereinafter called "the Contract")

AND WHEREAS it has been stipulated by you in the said Contract that the tenderer shall furnish you with a bank guarantee by a reputable bank for 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:

THERFEFORE 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, 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 ___________________ 2019__

1 Signature and seal of the Guarantors

____

[Name of bank of financial institution]

____

[Address]

____

[Date]

(Amend accordingly if provided by Insurance Company)

6.7 BIDDER'S DECLARATION AND INTEGRITY PACT

BIDDER'S DECLARATION

We/I the undersigned ...., in the capacity of ……………………… for …………………………………………… [*name of the company/firm/individual*] certify that the **bidder is not in any of the following situations:**

1 Bankruptcy; are the subject of proceedings for a declaration of bankruptcy, or of an order for compulsory winding up or administration by court, or of any other similar proceedings;

2 Payments to us have been suspended in accordance with the judgment of a court other than a judgment declaring bankruptcy and resulting, in accordance with our national laws, in the total or partial loss of the right to administer and dispose off our property;

3 Legal proceedings have been instituted against us involving an order suspending payments and which may result, in accordance with our national laws, in a declaration of bankruptcy or in any other situation entailing the total or partial loss of the right to administer and dispose of our property;

4 Are being wound up, or our affairs are being administered by court, or have entered into an arrangement with creditors, or have suspended business activities or are subject to an injunction against running business by a court of law;

5 Have been convicted by a final judgment of any crime or offence concerning our/my professional conduct;

6 Are guilty of serious misrepresentation with regard to information required for participation in an invitation to tender or execution of a tender already awarded; and

7 Are in breach of contract on another contract with the Government of Kenya or other local or international contracting authority or foreign government.

8 Have been convicted of an offence concerning our/my professional conduct by a court of law, or found guilty of grave professional misconduct;

9 Have not fulfilled obligations relating to payments of taxes or statutory contributions.

If the bidder is in any of the above listed situations, kindly attach documents giving details of the situation.

Names in full: […………………………………………………………………]

Duly authorized to sign this bid on behalf of (bidder's name):

[……………………………………………………………………………………]

Place and date: [……………………………………………………………….…………]

Stamp of the firm/company:

INTEGRITY PACT

Bidder's Oath to fulfill the Integrity Pact

Accepting that transparent business management and fair public administration are key to social development and national competitiveness, and in an effort to purge corruption and apply sanctions to corrupt businesses, and in full support of the worthy goals of this Integrity Pact, concerning the present tender for: ____, all personnel of____ and its sub-contractors and agents hereby agree that:

1. We shall not conduct any unethical business practices, such as bid-rigging for the sake of a particular bidder to win the bid, or price-fixing. If proven as a fact that we have engaged in bid-rigging for the sake of a particular bidder to win the bid, we shall accept to be prohibited from submitting bids placed by Kenya National Trading Corporation (herein referred to as KNTC) for a period of one (1) year. If proven that we have discussed with other bidders in a bid to fix a price, or rigged a bid for a particular bidder to win the bid, we shall accept the prohibition from submitting bids placed by KNTC for a period of one (1) year. If any unethical behaviour is tantamount to a fraudulent practice, we accept that such a case may be handed over to the authorities for investigation and possible prosecution.

2. In the process of bidding, or concluding or execution of a contract, we shall not offer any bribe, gifts, entertainment or any other undue benefits directly or indirectly to related officials, and in case it is proved that we have violated any terms of this Integrity Pact in relation with a bid, or concluding or execution of a contract, or offered bribes for favours in a contract, to win a contract, or facilitate payment which should not have been forthcoming, we shall accept the prohibition from submitting a bid placed by KNTC for a period of one (1) year. If proven as a fact that we have offered bribes to KNTC or related officials for favours regarding a bid or contract to a bidder or a winning bidder, or for the purpose of faulty execution of the objectives of a contract, we shall accept the prohibition from submitting bids placed by KNTC for a period of one (1) year. If proven that we have offered bribes to KNTC or related officials in relation to bidding, or concluding or execution of a contract, we shall accept the prohibition from submitting bids placed by KNTC for a period of one (1) year.

3. In case it is proven that we have offered bribes to a related official or a KNTC official regarding a bid, or concluding or execution of a contract, we shall accept the cancellation of the contract, and shall not file any civil, administrative or criminal appeals.

4. We shall make our best effort to institute a Company Code of Conduct that prohibits bribery, bid rigging/fixing or any other corrupt practices in business relations with officials and KNTC, and a company regulation that prohibits any retaliatory acts toward anyone reporting inside corruption.

5. In addition, I confirm on behalf of the bidder that the details included in the bidders profile and experience sheet and our quotation are correct to the best of my

knowledge and belief. In addition, we authorize, KNTC to seek information from any source to confirm our compliance with the requirements of this Integrity Pact.

6 The bidder authorizes KNTC, to seek information from any source, including publication of the name of the bidder to confirm that the bidder is compliant with the requirements of this Integrity Pact.

We shall fulfill this Integrity Pact as a solemn oath made on the basis of mutual trust, and, if and when we win a bid, we shall sign and fulfill the above as a “Special Condition of Contract,” and not file any civil, administrative or criminal appeals regarding any of the above terms.

Dated: ____

Signed by: ____

(Chief Executive/Managing Director)

Full Name printed: ____

6.8 LETTER OF NOTIFICATION OF AWARD

Address of Procuring Entity

____

____

To:____________________

____

____

____

RE: Tender No.______________________

Tender Name____________________

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

____

____

1. Please acknowledge receipt of this letter of notification signifying your acceptance.

2. The contract/contracts shall be signed by the parties within 30 days of the date of this letter but not earlier than 14 days from the date of the letter.

3. You may contact the officer(s) whose particulars appear below on the subject matter of this letter of notification of award.

   *(FULL PARTICULARS)*____

   ____

SIGNED FOR ACCOUNTING OFFICE