



African Trade Insurance Agency
Agence pour l'Assurance du Commerce en Afrique

REQUEST FOR PROPOSALS (RFP)

FOR

PROVISION OF MEDICAL INSURANCE BROKERAGE SERVICES

TENDER NO.: ATI/FD/APU/OBNCS/001/2020

February 2020

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Section 1. Invitation to tender

February 2020

Tender No.: **ATI/FD/APU/OBNCS/001/2020**

Request for a Technical and Financial Proposal – provision of Medical Insurance Brokerage Services

The African Trade Insurance Agency (ATI) is a multilateral development institution established by African States with a mandate to promote trade and attract investments in Africa by providing commercial, political risk/investment insurance and other related financial services. The World Bank and the African Development Bank are both partners providing technical and financial support.

ATI now invites well-established insurance brokerage firms registered in Kenya to submit proposals for **provision of medical insurance brokerage services**.

A brief description of the assignment and its objectives are given under the terms of reference (section 5).

You may obtain further information from ATI, by writing to procurement@ati-aca.org and copy Rodgers.Siachitema@ati-aca.org. The telephone numbers are +254 722 205006/7 or +254 20 272 6999.

Please note that (i) the costs of preparing the proposal and of negotiating the contract, including any visit to ATI, are not reimbursable as a direct cost of the assignment; and (ii) ATI is not bound to accept your proposal.

The e-copy of your proposal should be submitted to procurement@ati-aca.org. The closing date for receipt of e-copies of your proposal is **Friday, 6th March 2020 at 16:00 hours Kenyan time**.

The hard copy of the Technical proposal (one original) shall be placed in an envelope clearly marked “**Technical Proposal - provision of medical insurance brokerage services**” and bearing the name of your firm. The envelope should be sent to the **African Trade Insurance Agency**, 5th floor, Kenya Re Towers, Upperhill off Ragati Road, Nairobi, Kenya.

The hard copy must be received **within 14 days from the closing date for receipt of soft copies of proposals**.

Please confirm to ATI that you received the letter of invitation and whether you will submit a proposal.

Yours faithfully,

John Lentaigne
A/Chief Executive Officer

Section 2. Information to Consultants

Definitions

- (a) “Client” means the client (ATI) with whom the selected Consultants signs the Contract for the Services.
- (b) “Consultants” means any entity or person that may provide or provides the Services to the Client under the Contract.
- (c) “Contract” means a legally binding written agreement signed between the Client and the Consultant(s) and includes all the attached documents (the General Conditions of Contract (GCC), the Special Conditions of Contract (SCC), and the Appendices).
- (d) “Data Sheet” means such part of the Instructions to Consultants used to reflect specific country and assignment conditions.
- (e) “Day” means calendar day.
- (f) “Information to Consultants” (Section 2 of the RFP) means the document which provides Consultants with all information needed to prepare their Proposals.
- (g) “Letter of Invitation” (LOI) (Section 1 of the RFP) means the Letter of Invitation to tender being sent by the Client to the prospective Consultants.
- (h) “Proposal” means the Technical Proposal and the Financial Proposal.
- (i) “Request For Proposal” (RFP) means the Request For Proposal to be prepared by the Client for the selection of Consultants.
- (j) “Services” means the work to be performed by the Consultants pursuant to the Contract.
- (k) “Terms of Reference” (TOR) means the document included in the RFP as Section 5 which explains the objectives, scope of work, activities, tasks to be performed, respective responsibilities of the Client and the Consultants, and expected results and deliverables of the assignment.

1. Introduction

- 1.1 Your proposal will be evaluated in accordance with the method of selection specified in the **Data Sheet (page 10)**.
- 1.2 You are invited to submit a Technical Proposal for the required services. The Proposal will be the basis for contract negotiations and ultimately for a signed Contract.
- 1.3 You shall bear all costs associated with the preparation and submission of your proposals and contract negotiation. The Client is not bound to accept a proposal, and reserves the right to annul the process at any time prior to Contract award, without thereby incurring any liability to the Consultants.

Conflict of Interest

- 1.4 Clients’ policy requires that Consultants provide professional, objective, and impartial advice and at all times hold the Client’s interests paramount, strictly avoid conflicts with other assignments or their own corporate interests and act without any consideration for future work. Consultants have an obligation to disclose any situation of actual or potential conflict that impacts their capacity to serve the best interest of their Client, or that may reasonably be perceived as having this effect. Failure to disclose said situations may lead to the disqualification of the Consultants or the termination of its Contract. (refer **Section 6** of the form to be completed)

**Fraud and
Corruption**

- 1.5 The Client requires that Consultants adhere to the highest ethical standards, both during the selection process and throughout the execution of a contract. In pursuance of this policy, the Client:
- (a) defines, for the purpose of this paragraph, the terms set forth below as follows:
 - (i) “corrupt practice” means the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of Client’s official in the selection process or in contract execution;
 - (ii) “fraudulent practice” means a misrepresentation or omission of facts in order to influence a selection process or the execution of a contract;
 - (iii) “collusive practices” means a scheme or arrangement between two or more Consultants with or without the knowledge of the Client, designed to establish prices at artificial, noncompetitive levels;
 - (iv) “coercive practices” means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in a procurement process, or affect the execution of a contract.
 - (b) will reject a proposal for award if it determines that the Consultants directly or indirectly, engaged in corrupt, fraudulent, collusive or coercive practices;
 - (c) will cancel the contract if it determines at any time that representatives of the Consultants were engaged in corrupt, fraudulent, collusive or coercive practices during the selection process or the execution of the contract; and
 - (d) will sanction Consultants, including declaring the Consultants ineligible, either indefinitely or for a stated period of time, if at any time determines that the Consultants has, directly or indirectly, engaged in corrupt, fraudulent, collusive or coercive practices in competing for, or in executing a contract.

1.6 Consultants shall not be under a declaration of ineligibility for corrupt and fraudulent, coercive and collusive practices in accordance with the above para. 1.5.

**Origin of
Services**

1.7 Services provided under the Contract may originate from any country with the exception of countries sanctioned either by the United Nations, the World Bank or the African Development Bank.

**Proposal
Validity**

1.8 The Data Sheet indicates how long Consultants’ Proposals must remain valid after the submission date. During this period, Consultants shall maintain the availability of Professional staff nominated in the Proposal. The Client will make its best effort to complete negotiations within this period. Should the need arise; however, the Client may request Consultants to extend the validity period of their proposals. Consultants who agree to such extension shall confirm that they

maintain the availability of the Professional staff nominated in the Proposal, or in their confirmation of extension of validity of the Proposal, Consultants could submit new staff in replacement, who would be considered in the final evaluation for contract award. Consultants who do not agree have the right to refuse to extend the validity of their Proposals.

- | | | |
|--|-----|---|
| Eligibility of Consultants and Customer Due Diligence | 1.9 | Consultants are required to submit information/documentation indicated under <u>5.2 of the DATA</u> sheet in order to qualify to participate in the tender. |
| 2. Clarification and Amendment of RFP Documents | 2.1 | Consultants may request a clarification of any of the RFP documents up to the number of days indicated in the Data Sheet before the proposal submission date. Any request for clarification must be sent in writing by letter, or by standard electronic means to the Client's address indicated in the Data Sheet. The Client will respond in writing by letter, or by standard electronic means. Should the Client deem it necessary to amend the RFP as a result of a clarification, it shall do so following the procedure under para. 2.2. |
| | 2.2 | At any time before the submission of Proposals, the Client may amend the RFP by issuing an addendum in writing by letter or by standard electronic means to all firms which have been invited by the client to participate to the RFP. Consultants shall acknowledge receipt of all amendments. To give Consultants reasonable time in which to take an amendment into account in their Proposals the Client may, if the amendment is substantial, extend the deadline for the submission of Proposals. |
| 3. Preparation of Proposals | 3.1 | The Proposal (see para. 1.2), as well as all related correspondence exchanged by the Consultants and the Client, shall be written in the language (s) specified in the Data Sheet. Bidders are required to submit 1 original and four copies. |
| | 3.2 | In preparing their Proposal, Consultants are expected to examine in detail the documents comprising the RFP. Material deficiencies in providing the information requested may result in rejection of a Proposal. |
| Technical Proposal Format and Content | 3.3 | Consultants are required to submit a Full Technical Proposal (FTP). The Technical Proposal shall provide the information indicated in the following paras from (a) to (f) using the attached Standard Forms (Section 3).

(a) a Technical Proposal submission form (TECH 1 of Section 3)

(b) a brief description of the Consultants' organization, an outline of their experience on assignments of a similar nature is required in Form TECH-2 of Section 3.

(c) Comments and suggestions on the Terms of Reference (Section 5) including workable suggestions that could improve the quality/effectiveness of the assignment to be provided by the Client (Form TECH-3 of Section 3).

(d) a description of the approach, methodology for performing the assignment. Guidance on the content of this section of |

the Technical Proposals is provided under Form TECH-4 of Section 3.

(e) a list of the proposed Professional staff team by area of expertise, the position that would be assigned to each staff team member, and their tasks (Form TECH-5 of Section 3).

(f) CVs of the Professional staff signed by the staff themselves or by the authorized representative of the Professional Staff (Form TECH-6 of Section 3).

3.4 The Technical Proposal shall not include any financial information (fees). A Technical Proposal containing financial information may be declared non responsive.

Financial Proposals

3.5 ATI expects that the brokerage fee payable to the broker will be paid by the Insurance firms (Underwriter). You should however, advise ATI of any fees/amounts that you may charge directly to ATI if awarded the contract.

Taxes

3.6 If applicable, it is the responsibility of the Consultants to contact the local tax authorities to determine the local tax amount to be paid by the Consultants under the Contract.

4. Submission, Receipt, and Opening of Proposals

4.1 The original proposal shall contain no interlineations or overwriting, except as necessary to correct errors made by the Brokers themselves. The person who signed the proposal must initial such corrections. Submission letter for Technical Proposal should be in the format of Section 3-TECH-1.

4.2 An authorized representative of the Broker shall initial all pages of the original Technical Proposal. The authorization shall be in the form of a written power of attorney accompanying the Proposal or Board resolution or in any other form demonstrating that the representative has been dully authorized to sign. The signed Technical Proposal shall be marked "ORIGINAL".

4.3 The Technical proposal shall be placed in an envelope clearly marked "Technical Proposal," followed by the name of the assignment ad bearing the address and information indicated in 4.4 of the Data Sheet and should also bear the name of the bidder.

4.4 The Proposal must be sent to the address indicated in the Data Sheet and must be received on or before the indicated closing date for receipt of proposals.

5. Proposal Evaluation

5.1 From the time the Proposals are opened to the time the Contract is awarded, the Brokers should not contact the Client on any matter related to its Proposal. Any effort by Brokers to influence the Client in the examination, evaluation, and recommendation for award of Contract may result in the rejection of the Broker's Proposal.

Evaluation of Technical Proposals

5.2 The evaluation committee shall evaluate the Technical Proposals on the basis of their responsiveness to the Terms of Reference, applying the evaluation criteria, sub-criteria, and point system specified in the

		Data Sheet. The Proposal shall be rejected at this stage if it does not respond to important aspects of the RFP, and particularly the Terms of Reference or if it fails to achieve the minimum technical score indicated in the Data Sheet.
	Evaluation of Financial Proposals	5.3 Refer to 3.5 above
	Final Ranking	5.4 Proposals will be ranked according to their score.
6. Negotiations		6.1 Negotiations (if necessary) will be held at the date and address indicated in the Data Sheet. Representatives conducting negotiations on behalf of the Broker must have written authority to negotiate and conclude a Contract.
	Technical negotiations	6.2 Negotiations will include a discussion of the Technical Proposal, the proposed technical approach and methodology, and organization and staffing, and any suggestions made by the Brokers to improve the Terms of Reference. The Client and the Broker will finalize the Terms of Reference, staffing schedule, and reporting. These documents will then be incorporated in the Contract as "Description of Services". The Client shall prepare minutes of negotiations which will be signed by the Client and the Broker.
	Financial negotiations	6.3 This is not applicable
	Availability of Professional staff/experts	6.4 Having selected the Brokers on the basis of, among other things, an evaluation of proposed Professional staff, the Client expects to negotiate a Contract on the basis of the Professional staff named in the Proposal. Before contract negotiations, the Client will require assurances that the Professional staff will be actually available. The Client will not consider substitutions during contract negotiations unless both parties agree that undue delay in the selection process makes such substitution unavoidable or for reasons such as death or medical incapacity or resignation. If this is not the case and if it is established that Professional staff were offered in the proposal without confirming their availability, the Broker may be disqualified. Any proposed substitute shall have equivalent or better qualifications and experience than the original candidate and be submitted by the Consultants within the period of time specified in the letter of invitation to negotiate.
	Conclusion of the negotiations	6.5 Negotiations will conclude with a review of the draft Contract. To complete negotiations the Client and the Broker will initial the agreed Contract. If negotiations fail, the Client will invite the Broker whose Proposal received the second highest score to negotiate a Contract.
7. Award of Contract		7.1 After completing negotiations the Client shall award the Contract to the Broker.
		7.2 The Broker is expected to commence the assignment on the date and at the location specified in the Data Sheet.
8. Confidentiality		8.1 Information relating to evaluation of Proposals and recommendations concerning awards shall not be disclosed to the Brokers who submitted the Proposals or to other persons not officially concerned with the process, until the publication of the award of Contract.

- 8.2 The undue use by any Broker of confidential information related to the process may result in the rejection of its Proposal.
- 8.3 The Broker agree to keep all information it may receive during this process strictly private and confidential and not to disclose it to any other party unless expressly authorized by ATI in writing and to use the information provided only for the purpose intended for the business under discussion and not to use it in any way which is directly or indirectly to the disadvantage of ATI.

9. Client's Right to Accept Any Bid, and to Reject Any or All Bids

The Client reserves the right to accept or reject any Bid, and to annul the Bidding process and reject all Bids at any time prior to Contract Award, without thereby incurring any liability to Bidders. In case of annulment, all Bids submitted shall be promptly returned to the Bidders.

Information to Consultants

DATA SHEET

Paragraph Reference	
1.1	Method of selection: Quality Based Selection (QBS).
1.8	Proposals must remain valid 120 days after the submission date.
2.1	Clarifications may be requested not later than two weeks before the submission date. E-mail: procurement@ati-aca.org and copy rodgers.siachitema@ati-aca.org
3.1	Proposals shall be submitted in English.
4.3	Consultants must submit one original of the Technical Proposal.
4.4	<p>The Proposal submission address is:</p> <p>The African Trade Insurance Agency, 5th Floor, Kenya Re Towers, Off Ragati Road, Upperhill, Nairobi , P.O Box 10620-00100, Nairobi, Kenya.</p> <p>The e-copy of your proposal should be submitted to prouement@ati-aa.org and copy Rodgers.siachitema@ati-aca.org. The closing date for receipt of e-copies of your proposal is Friday, 6th March 2020 at 16:00 hours Kenyan time.</p> <p>The hard copy must be received within 14 days from the closing date for receipt of soft copies of proposals.</p>
5.2	<p>The methodology for the evaluation of the proposals shall be Quality Based Selection (QBS) method.</p> <p>The evaluation shall be conducted in two sequential stages:</p> <ul style="list-style-type: none">(a) Eligibility/Preliminary evaluation(b) Technical evaluation to assess: responsiveness to the terms and conditions of the RFP; the technical quality of proposal against set criteria on a merit point system, to determine the technical score and to determine whether the technical proposal reach the minimum technical score required. <p>Failure of the proposal at any stage shall prevent further consideration of the proposal at the next stage of evaluation.</p>

(a) Eligibility/Preliminary evaluation of technical proposals

The eligibility requirements shall be based on the following. Bidders are required to comment against each criteria below or submit supporting documents.

S/N	Criteria	Bidder's comment/supporting documents
1	the bidder shall be solvent, and shall not be in receivership, bankrupt or wound up, shall not have its affairs administered by a court or judicial officer, or its business activities suspended or the subject of legal proceedings for any of the foregoing	
4	the bidder shall not, nor its directors or officers have been convicted of any criminal offence related to their professional conduct or the making of false statements or misrepresentations as to their qualifications to enter into a contract within a period of five years preceding the commencement of the procurement proceedings	
5	the bidder shall not have a conflict of interest in relation to the procurement requirement (complete form at section 6)	
6	the bidder shall not be involved in any money laundering activities as prescribed under recognised Anti-Money laundering sanctions by the World Bank, United Nations or any similar organisations	
7	Signed technical proposal submission form (TECH 1)	
8	Firm's name and full contact details including registered office address	
9	Certified copy of Certificate of Incorporation	
10	Certified copy of Certificate of change of name (when applicable)	
11	Board Register (Name of Directors)	
12	Share register stating detailed ownership	
13	Beneficial owners	
14	Organizational chart of firm showing parent company and affiliates along with their location	
15	Certified copy of Memorandum and Articles of Association	
16	Licenses (where applicable)	
17	Sanctions, Litigations, Complaints, Investigations or proceedings, Legal/Tax/Compliance issues, Restructuring	
18	Certified copies of company's last three years' audited financial statements plus latest available interim report	
19	Tax clearance certificate	
20	Current relevant registration certificates/operating certificates	
	Proof of registration with Insurance Regulatory Authority (IRA) – current valid registration	
	Three written references from Existing Clients	

(b) Technical Evaluation

The proposal shall be evaluated on the basis of the Broker's responsiveness to the Terms of Reference, applying the evaluation criteria and point system specified below. The technical proposal will be given a technical score. The proposal shall be rejected at this stage if it does not achieve the minimum technical score below.

The maximum number of points to be given under each technical evaluation criterion are:

ITEM	SCORE
Specific experience of the firm relevant to the assignment (use Form Tech 2): <ul style="list-style-type: none"> • Provider list of global medical underwriters that you can work with. ATI wishes to engage more global (rather than regional) medical schemes that can cover all staff across the continent. • We prefer companies such as Allianz Care, AXA Global Healthcare, Bupa International, Cigna International, etc.. that offer expat healthcare. You are free to propose other reputable providers including areas of coverage. • Letter(s) from proposed underwriter(s) recognizing the insurance broker. 	40
Adequacy of the proposed methodology and work plan in responding to the Terms of Reference (Form Tech 4 & 7): <ul style="list-style-type: none"> a) Technical approach and methodology (15) b) Work plan (15) 	30
Key professional staff qualifications and competence for the assignment: <ul style="list-style-type: none"> a) Team Leader (Qualifications and experience) (15) b) Other team members (Qualifications and experience) (15) <p>The number of points to be assigned to each of the above positions shall be determined considering the following two subcriteria and corresponding percentage weights:</p> <ul style="list-style-type: none"> 1) General qualifications (40) 2) Experience for the assignment (60) 	30
Total	100

The minimum technical score required to pass is: **80 Points**

5.3

N/A

6.1

Expected date and address for contract negotiations: after evaluation of proposals. Negotiations may be conducted by telephone, email, etc. or at the African Trade Insurance Agency's offices in Nairobi.

7.2

Expected date for commencement of consulting services: To be advised

Section 3. Technical Proposal - Standard Forms

Refer to Reference Paragraph 3.3 of the RFP for format of Technical Proposal to be submitted.

TECH-1 Technical Proposal Submission Form

TECH-2 Consultants' Experience

TECH-3 Comments or Suggestions on the Terms of Reference

TECH-4 Description of the Approach and Methodology for Performing the Assignment

TECH-5 Team Composition and Task Assignments

TECH-6 Curriculum Vitae (CV) for Proposed Professional Staff

TECH-7 Work plan and time schedule for key personnel

FORM TECH-1 TECHNICAL PROPOSAL SUBMISSION FORM

[Date]

To: The African Trade Insurance Agency
5th floor, Kenya Re Towers, Upperhill
P.O. Box 10620-00100
Nairobi, Kenya

Dear Sirs:

We, the undersigned, offer to provide the services for [*Insert title of assignment*] in accordance with your Request for Proposal dated [*Insert Date*] and our Proposal. We are hereby submitting our Proposal which includes this technical proposal and financial proposal.

We hereby declare that all the information and statements made in this Proposal are true and accept that any misrepresentation contained in it may lead to our disqualification.

If negotiations are held during the period of validity of the Proposal, i.e., before the date indicated in Paragraph Reference 1.8 of the Data Sheet, we undertake to negotiate on the basis of the proposed staff. Our Proposal is binding upon us and subject to the modifications resulting from Contract negotiations.

We undertake, if our Proposal is accepted, to initiate the consulting services related to the assignment not later than the date indicated in Paragraph Reference 7.2 of the Data Sheet or any other agreed date.

We understand you are not bound to accept any Proposal you receive.

Yours sincerely,

Authorized Signature [*In full and initials*]: _____
Name and Title of Signatory: _____
Name of Firm: _____
Address: _____

FORM TECH-2 CONSULTANTS' EXPERIENCE

Using the format below, provide information on each reference assignment for which your firm, either individually as a corporate entity or as one of the major companies within a consortium, was legally contracted in the last 5 years.

Assignment Name:		Country:
Location within Country:		
Name of Client:		
Name of Underwriter/Insurer:		
Address:		
Start Date (Month/Year):	Completion Date (Month/Year):	Approx. Value of Services (in USD):
Name of Associated Firm(s), if any:		Duration of contract:
Narrative Description of assignment:		
<ul style="list-style-type: none"> • Provider list of global medical underwriters that you can work with. ATI wishes to engage more global (rather than regional) medical schemes that can cover all staff across the continent. • We prefer companies such as Allianz Care, AXA Global Healthcare, Bupa International, Cigna International, etc.. that offer expat healthcare. You are free to propose other reputable providers including areas of coverage. • Letter(s) from proposed underwriter(s) recognizing the insurance broker. 		

Broker's Name:

FORM TECH-3 COMMENTS AND SUGGESTIONS ON THE TERMS OF REFERENCE

[Present and justify here any modifications or improvement to the Terms of Reference you are proposing to improve performance in carrying out the assignment (such as deleting some activity you consider unnecessary, or adding others). Such suggestions should be concise and to the point, and incorporated in your Proposal.]

**FORM TECH-4 DESCRIPTION OF APPROACH AND METHODOLOGY FOR
PERFORMING THE ASSIGNMENT**

In this chapter you should explain your understanding of the objectives of the assignment, approach to the services, methodology for carrying out the activities and obtaining the expected output, and the degree of detail of such output. You should highlight the problems being addressed and their importance, and explain the technical approach you would adopt to address them. You should also explain the methodologies you propose to adopt and highlight the compatibility of those methodologies with the proposed approach.

FORM TECH-6**CURRICULUM VITAE (CV) FOR PROPOSED PROFESSIONAL STAFF**

-
1. **Proposed Position:** _____
 2. **Name of Firm** *[Insert name of firm proposing the staff]:* _____

 3. **Name of Staff** *[Insert full name]:* _____
 4. **Date of Birth:** _____ **Nationality:** _____
 5. **Countries of Work Experience and employment record:** _____
-

[Starting with present position, list in reverse order every employment held by staff member since graduation, giving for each employment (see format here below): dates of employment, name of employing organization, positions held.]:

From *[Year]:* ____ To *[Year]:* _____

Employer: _____

Positions held: _____

<p>6. Detailed Tasks Assigned</p> <p><i>[List all tasks to be performed under this assignment]</i></p>	<p>Work Undertaken that Best Illustrates Capability to Handle the Tasks Assigned</p> <p><i>[Among the assignments in which the staff has been involved, indicate the following information for those assignments that best illustrate staff capability to handle the position listed under point 1.]</i></p> <p>Nature of assignment: _____</p> <p>Year: _____</p> <p>Location: _____</p> <p>Client: _____</p> <p>Positions held: _____</p> <p>Activities performed: _____</p>
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7. **Membership of Professional Associations:** _____
-

8. Education [*Indicate college/university and other specialized education of staff member, giving names of institutions, degrees obtained, and dates of obtainment*]: _____

9. Other Training [*Indicate significant training since degrees under 8 - Education were obtained*]: _____

10. Languages [*For each language indicate proficiency: good, fair, or poor in speaking, reading, and writing*]: _____

11. Certification:

I, the undersigned, certify that to the best of my knowledge and belief, this CV correctly describes myself, my qualifications, and my experience. I understand that any wilful misstatement described herein may lead to my disqualification or dismissal, if engaged.

[Signature of staff member or authorized representative of the staff] Date: _____
Day/Month/Year

Full name of authorized representative: _____

Section 4. Formats for Financial Proposals

Not applicable

Section 5: Terms of reference

Background

The African Trade Insurance Agency (ATI) is a multilateral financial institution providing investment and trade insurance covers and bonds to help reduce the business risks and costs of doing business in Africa. It was launched in 2001 with the financial and technical support of the World Bank and currently has 14 country members and 9 other shareholders including the African Development Bank.

1. Objective

ATI intends to acquire reasonable but competitive Medical Insurance from a reputable international/global medical insurance provider through a brokerage firm. Proposals are invited from interested insurance brokerage firms, as per the scope of work described hereafter.

2. Tasks

- (i) Assist ATI to develop Terms of Reference for medical insurance cover
- (ii) Assist with the evaluation of Underwriters proposals by presenting a written report to document the proposals received from the various underwriters and making a recommendation.
- (iii) Place medical insurance covers with the appointed insurance company.
- (iv) Negotiate competitive cover enhancements on behalf of ATI.
- (v) Ensure that invoices/endorsements are delivered to ATI and upon which ATI will make premium payments.
- (vi) Ensure Policy documents are delivered to ATI one (1) week of arranging and concluding all negotiations of insurances
- (vii) Management of claims.
- (viii) Ensure quarterly client visits and review utilization reports for medical and any other pending issues and forward the same to ATI.
- (ix) Remain on call for any insurance consultancy (including off working hours).
- (x) Ensure continual communication updates between the insurer and the insured on all matters related to the policy.
- (xi) Review and appraisal of policy to ensure optimal coverage at all times
- (xii) Review the covers for appropriateness in terms of sufficiency and advise ATI accordingly

3. QUALIFICATIONS OF THE BROCKERAGE AND PERSONNEL QUALIFICATION

- Extensive experience and a proven track record in the health insurance business
- Wide networks for national and international
- Can work with global medical underwriters such as Allianz Care, AXA Global Healthcare, Bupa International, Cigna International, etc.. that offer expat healthcare.
- Sound experience in servicing international organizations
- Ability to provide 24-hours service
- Real time administrative support systems

- Ability to respond immediately to emergency situations, whilst maintaining high quality standards of service delivery

Section 6: Declaration of conflict of interests and/or bankruptcy for bidders/contractors template

This form is required to be completed by all bidders.

Notes:

- All potential bidders/contractors/service providers, including sub-contractors, members of a consortium, advisers or other associated parties (Relevant Organisation) are required to identify any potential conflicts of interest that could arise if the relevant Organisation were to take part in any procurement process and/or provide services under, or otherwise enter into any contract with ATI.
- The completed form should be sent submitted together with your bid.
- Any changes to interests declared either during the procurement process or during the term of any contract subsequently entered into by the relevant Organisation and ATI must notified to ATI by completing a new declaration form.
- Relevant Organisations completing this declaration form must provide sufficient detail of each interest so that ATI would be able to understand clearly the sort of financial or other interest the person concerned has and the circumstances in which a conflict of interest with the business or running of ATI might arise.
- If in doubt as to whether a conflict of interests could arise, a declaration of the interests should be made.

Interests that must be declared (whether such interests are those of the relevant Person themselves or of a family member, close friend or other acquaintance of the relevant Person), include the following:

- the relevant Organisation or any person employed or engaged by or otherwise connected with a relevant Organisation (relevant Person) has provided or is providing services or other work for ATI;
- a relevant Organisation or relevant Person is providing services or other work for any other potential bidder in respect of this project or procurement process;
- the Relevant Organisation or any relevant Person has any other connection with ATI, whether personal or professional, which the public could perceive may impair or otherwise influence ATI's or any of its members' or employees' judgements, decisions or actions;
- The relevant organization or person is under bankruptcy.

Declarations:

Name of Relevant Organisation:	
Interests	
Type of Interest	Details
Provision of services or other work for ATI	
Provision of services or other work for any other potential bidder in respect of this project or procurement process	

Any other connection with ATI, whether personal or professional, which the public could perceive may impair or otherwise influence ATI's or any of its members' or employees' judgements, decisions or actions	
Bankrupt	

Name of Relevant Person	<i>[complete for all Relevant Persons]</i>	
Interests		
Type of Interest	Details	Personal interest or that of a family member, close friend or other acquaintance?
Provision of services or other work for ATI		
Provision of services or other work for any other potential bidder in respect of this project or procurement process		
Any other connection with ATI, whether personal or professional, which the public could perceive may impair or otherwise influence ATI's or any of its members' or employees' judgements, decisions or actions		
Bankrupt		

To the best of my knowledge and belief, the above information is complete and correct. I undertake to update as necessary the information.

Signed:

On behalf of:

Date:

CHECK LIST FOR SUBMISSION OF PROPOSALS

Bidders are required to use the following check list to ensure that they have submitted all the required information.

S/N	Description of requirement	Comment by bidder (submitted/not submitted)
1	Technical proposal submission from (Tech 1 of section 3)	
2	a brief description of the Consultants' organization, an outline of their experience on assignments of a similar nature is required in Form TECH-2 of Section 3	
3	Power of attorney	
4	Requirements under Eligibility/Preliminary evaluation	
5	Requirements under Technical evaluation	
6	TECH-1 Technical Proposal Submission Form	
7	TECH-2 Consultants' Experience	
8	TECH-3 Comments or Suggestions on the Terms of Reference	
9	TECH-4 Description of the Approach and Methodology for Performing the Assignment	
10	TECH-5 Team Composition and Task Assignments	
11	TECH-6 Curriculum Vitae (CV) for Proposed Professional Staff	
12	Section 8- Declaration of conflict of interests and/or bankruptcy for bidders/contractors template	

Failure to submit all the requested information may lead to disqualification of the bidder

Section 7: Contract

I. FORM OF CONTRACT

This **CONTRACT** (hereinafter called the “**Contract**”) is made the 8th day of the month of August 2016, between, on the one hand, the **African Trade Insurance Agency (ATI)** a multilateral financial institution established under Article 102 of the Treaty of the United Nations and enjoying diplomatic privileges and immunities and having its registered office at Kenya Re Towers, 5th Floor, Upper Hill off Ragati Road, Nairobi, Kenya of P.O. Box 10620 – 00100 Nairobi, Kenya (the “**Client**”) and, on the other hand, _____ having its principal place of business at _____, Nairobi, Kenya, P.O. Box _____ (the “**Consultant**”).

WHEREAS

- (a) the Client has requested the Consultant to provide certain consulting services as defined in this Contract (hereinafter called the “**Services**”);
- (b) the Consultant, having represented to the Client that they have the required professional skills, and personnel and technical resources, have agreed to provide the Services on the terms and conditions set forth in this Contract;

NOW THEREFORE the parties hereto hereby agree as follows:

1. The following documents attached hereto shall be deemed to form an integral part of this Contract:
 - (a) The General Conditions of Contract;
 - (b) The Special Conditions of Contract;
 - (c) The following Appendices:
 - Appendix A: Terms of Reference
 - Appendix B: Reporting Requirements
 - Appendix C: Key Personnel
 - Appendix D: Breakdown of Contract Price
 - Appendix E: Services and Facilities Provided by the Client
2. The mutual rights and obligations of the Client and the Consultant shall be as set forth in the Contract, in particular:
 - (a) the Consultant shall carry out the Services in accordance with the provisions of the Contract; and
 - (b) the Client shall make payments to the Consultant in accordance with the provisions of the Contract.
 - (c) in the event of any conflict between this Contract (or any portion thereof) and any other agreement or letter now existing or hereafter entered into between the African Trade Insurance Agency and _____, the terms of this Contract shall prevail.

IN WITNESS whereof the parties hereunto have caused this Contract to be executed in accordance with their laws the day and year first above written.

SIGNED by:

Signature: _____

Name: _____ Position: _____

On behalf of the **African Trade Insurance Agency** (Client)

In the presence of:

Signature: _____

Name: _____

Position: _____

On behalf of the **African Trade Insurance Agency** (Client)

Signed, sealed, delivered by:

Signature: _____

Name: _____ Position: _____

On behalf of _____ (the Consultant)

In the presence of:

Signature: _____

Name: _____ Position: _____

On behalf of _____ (the Consultant)

II. GENERAL CONDITIONS OF CONTRACT

1. General Provisions

1.1 Definitions

Unless the context otherwise requires, the following terms whenever used in this Contract have the following meanings:

- a) “Applicable Law” means the laws and any other instruments having the force of law in Kenya as they may be issued and in force from time to time;
- b) “Contract” means the Contract signed by the Parties, to which these General Conditions of Contract (GC) are attached, together with all the documents listed in Clause 1 of such signed Contract;
- c) “Contract Price” all charges for professional services, costs and disbursements which have been demonstrably reasonably and necessarily incurred;
- d) “Client” means the African Trade Insurance Agency;
- e) “foreign currency” means any currency other than the currency of Kenya;
- f) “GC” means these General Conditions of this Contract;
- g) “Government” means the Government of Kenya;
- h) “local currency” means the currency of Kenya or other country as may be agreed from time to time;
- i) "Member", in case the Consultant consist of a joint venture of more than one entity, means any of these entities; "Members" means any of these entities, and "Member in charge" means the entity specified in the SC to act on their behalf in exercising all the Consultant' rights and obligations towards the Client under this Contract;
- j) "Party" means the client or Consultants, as the case may be, and "Parties" means both of them
- k) “SC” means the Special Conditions of this Contract
- l) “Services” means the work to be performed by the Consultant pursuant to the Contract.

1.2 Law Governing the Contract

This Contract, its meaning and interpretation, and the relation between the Parties shall be governed by the Applicable Law.

1.3 Language

This Contract has been executed in the language specified in the SC, which shall be the binding and controlling language for all matters relating to the meaning or interpretation of this Contract.

1.4 Notices

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

1.5 Location

The Services shall be performed at such locations as are specified in Appendix A and, where the location of a

particular task is not so specified, at such locations, whether in Kenya or elsewhere, as the Client may approve.

1.6 Authorized representatives

Any action required or permitted to be taken, and any document required or permitted to be executed, under this Contract by the Client or the Consultant may be taken or executed only by the authorized representatives/ officials specified in the SC.

1.7 Taxes and Duties

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

2. COMMENCEMENT, COMPLETION, MODIFICATION, AND TERMINATION OF CONTRACT

2.1 Effectiveness of Contract

This Contract shall come into effect on the date the Contract is signed by both parties or such other later date as may be stated in the SC.

2.2 Commencement of Services

The Consultant shall begin carrying out the Services after the date the Contract becomes effective, or at such other date as may be specified in the SC.

2.3 Expiration of Contract

Unless terminated earlier pursuant to Clause 2.6, this Contract shall terminate at the end of such time period after the Effective Date as is specified in the SC.

2.4 Modification

Modification of the terms and conditions of this Contract, including any modification of the scope of the Services or of the Contract Price, may only be made by written agreement between the Parties.

2.5 Force Majeure

2.5.1 Definition

For the purposes of this Contract, "Force Majeure" means an event which is beyond the reasonable control of a Party and which makes a Party's performance of its obligations under the Contract impossible or so impractical as to be considered impossible under the circumstances.

2.5.2 No Breach of Contract

The failure of a Party to fulfill any of its obligations under the contract shall not be considered to be a breach of, or default under, this Contract insofar as such inability arises from an event of Force Majeure, provided that the Party affected by such an event (a) has taken all reasonable precautions, due care and reasonable alternative measures in order to carry out the terms and conditions of this Contract, and (b) has informed the other Party as soon as possible about the occurrence of such an event.

2.5.3 Extension of Time

Any period within which a Party shall, pursuant to this Contract, complete any action or task, shall be extended for a period equal to the time during which such Party was unable to perform such action as a result of Force Majeure.

2.6 Termination

2.6.1 By the Client

The Client may terminate this Contract, by not less than thirty (30) days' written notice of termination to the

Consultant, to be given after the occurrence of any of the events specified in paragraphs (a) through (c) of this Clause 2.6.1 and thirty five (35) days' in the case of the event referred to in (d):

- (a) if the Consultant do not remedy a failure in the performance of their obligations under the Contract, within thirty (30) days after being notified or within any further period as the Client may have subsequently approved in writing;
- (b) if the Consultant become insolvent or bankrupt;
- (c) if, as the result of Force Majeure, the Consultant are unable to perform a material portion of the Services for a period of not less than sixty (60) days; or
- (d) if the Client, in its sole discretion, decides to terminate this Contract.

2.6.2 By the Consultant

The Consultants may terminate this Contract, by not less than thirty (30) days' written notice to the Client, such notice to be given after the occurrence of any of the events specified in paragraphs (a), (b) and (c) of this Clause 2.6.2:

- a) if the Client fails to pay any monies due to the Consultant pursuant to this Contract and not subject to dispute pursuant to Clause 7 within forty-five (45) days after receiving written notice from the Consultant that such payment is overdue; or
- b) if, as the result of Force Majeure, the Consultant are unable to perform a material portion of the Services for a period of not less than sixty (60) days.

2.6.3 Payment upon Termination

Upon termination of this Contract pursuant to Clauses 2.6.1 or 2.6.2, the Client shall make the following payments to the Consultant: remuneration pursuant to Clause 6 for Services satisfactorily performed prior to the effective date of termination.

3. OBLIGATIONS OF THE CONSULTANT

3.1 General

The Consultant shall perform the Services and carry out their obligations with all due diligence, efficiency, and economy, in accordance with generally accepted professional techniques and practices, and shall observe sound management practices, and employ appropriate advanced technology and safe methods. The Consultant shall always act, in respect of any matter relating to this Contract or to the Services, as faithful advisers to the Client, and shall at all times support and safeguard the Client's legitimate interests in any dealings with Sub-consultants or third parties.

3.2 Conflict of Interests

3.2.1 Consultants Not to Benefit from Commissions, Discounts, etc.

The remuneration of the Consultant pursuant to Clause 6 shall constitute the Consultant' sole remuneration in connection with this Contract or the Services, and the Consultant shall not accept for their own benefit any trade commission, discount, or similar payment in connection with activities pursuant to this Contract or to the Services or in the discharge of their obligations under the Contract, and the Consultant shall use their best efforts to ensure that the Personnel, any Subconsultants, and agents of either of them similarly shall not receive any such additional remuneration.

3.2.2 Consultants and Affiliates Not to Be Otherwise Interested in Project

The Consultant agree that, during the term of this Contract and after its termination, the Consultant and their affiliates, as well as any Subconsultant and any of its affiliates, shall be disqualified from providing goods,

works, or services (other than the Services and any continuation thereof) for any project resulting from recommendations made by the consultant in the cause of provision of the services.

3.2.3 Prohibition of Conflicting Activities

Neither the Consultant nor their Sub-consultants nor the Personnel shall engage, either directly or indirectly, in any of the following activities:

- a) during the term of this contract, any business or professional activities that would conflict with the activities assigned to them under this Contract; or
- b) after the termination of this contract, such other activities as may be specified in the SC.

3.3 Confidentiality

The Consultant and the Personnel shall not, either during the term or within two (2) years after the expiration of this Contract, communicate to any person or entity any confidential information acquired in the course of the Services, nor shall the Consultant and the Personnel make public the recommendations formulated in the course of, or as a result of, the Services or the Client's business or operations without the prior written consent of the Client.

3.4 Insurance to Be Taken Out by the Consultant

The Consultant (a) shall take out and maintain at their own cost but on terms and conditions approved by the Client, insurance against the risks, and for the coverage, as shall be specified in the SC; and (b) at the Client's request, shall provide evidence to the Client showing that such insurance has been taken out and maintained and that the current premiums have been paid.

3.5 Consultants' Actions Requiring Client's Prior Approval

The Consultant shall obtain the Client's prior approval in writing before taking any of the following actions:

- a) entering into a subcontract for the performance of any part of the Services,
- b) appointing such members of the of the personnel not listed by name in Appendix C ("Key Personnel and Sub-consultants).

3.6 Reporting Obligations

The Consultant shall submit to the Client the reports and documents specified in Appendix B in the form, in the numbers, and within the periods set forth in the said Appendix.

3.7 Documents Prepared by the Consultant to Be the Property of the Client

All plans, drawings, specifications, designs, reports, and other documents and software submitted by the Consultant in accordance with Clause 3.6 shall become and remain the property of the Client, and the Consultant shall, not later than upon termination or expiration of this Contract, deliver all such documents and software to the Client, together with a detailed inventory thereof. The Consultant may retain a copy of such documents and software. Restrictions about the future use of these documents, if any, shall be specified in the SC.

4. CONSULTANTS' PERSONNEL

4.1 Description of Personnel

The titles, agreed job descriptions, minimum qualifications, and estimated periods of engagement in the carrying out of the Services of the Consultant's Key Personnel are described in Appendix C. The Key Personnel listed by title as well as by name in Appendix C are hereby approved by the Client.

4.2 Removal and/or Replacement of Personnel

(a) Except as the Client may otherwise agree, no changes shall be made in the Key Personnel. If, for any reason beyond the reasonable control of the Consultant, it becomes necessary to replace any of the Key Personnel, the Consultant shall provide as a replacement a person of equivalent or better qualifications.

(b) If the Client finds that any of the Personnel have (i) committed serious misconduct or have been charged with having committed a criminal action, or (ii) have reasonable cause to be dissatisfied with the performance of any of the Personnel, then the Consultant shall, at the Client's written request specifying the grounds therefore, provide as a replacement a person with qualifications and experience acceptable to the Client.

(c) The Consultant shall have no claim for additional costs arising out of or incidental to any removal and/or replacement of Personnel.

5. OBLIGATIONS OF THE CLIENT

5.1 Assistance and Exemptions

The Client shall use its best efforts to assist with exemptions as specified in the SC.

5.2 Change in the Applicable Law

If, after the date of this Contract, there is any change in the Applicable Law with respect to taxes and duties which increases or decreases the cost of the services rendered by the Consultant, then the remuneration and reimbursable expenses otherwise payable to the Consultant under this Contract shall be increased or decreased accordingly by agreement between the Parties, and corresponding adjustments shall be made to the amounts referred to in Clauses 6.2 (a) or (b), as the case may be.

5.3 Services and Facilities

The Client shall make available to the Consultant the Services and Facilities listed under Appendix E.

6. PAYMENTS TO THE CONSULTANT

6.1 Remuneration

The Consultant's remuneration shall be based on the agreed fee rate and the amount of time spent in providing the services and shall include staff costs, printing, communications, travel, accommodation, and the like, and all other costs incurred by the Consultant in carrying out the Services described in Appendix A. Except as provided in Clause 5.2, the Contract Price may only be increased above the amounts stated in Clause 6.2 if the Parties have agreed to additional payments in accordance with Clause 2.4.

6.2 Contract Price

(a) The price payable in foreign currency is set forth in the SC.

(b) The price payable in local currency is set forth in the SC.

6.3 Payment for Additional Services

For the purpose of determining the remuneration due for additional services as may be agreed under Clause 2.4., a breakdown of the lump sum price is provided in Appendices D.

6.4 Terms and Conditions of Payment

Payments will be made to the account of the Consultant and according to the payment schedule stated in the SC. Request for advance payment shall be made against the provision by the Consultant of a bank

guarantee for the same amount, and shall be valid for the period stated in the SC. Any other payment shall be made after the conditions listed in the SC for such payment have been met, and the Consultant have submitted an invoice to the Client specifying the amount due.

6.5 Interest on Delayed Payments

If the Client has delayed payments after the due date stated in the SC, interest shall be paid to the Consultant for each day of delay at the rate stated in the SC.

7. FRAUD AND CORRUPTION

Any act of corruption, bribery, fraud concerning the Client (ATI) or the Supplier/Consultant will authorize either party to terminate this agreement without prior notice.

8. LIABILITY & INDEMNITY

The Supplier/Consultant shall be liable for all damages caused to ATI or its agents arising from its action or that of its agents and undertakes to indemnify and hold ATI and its agents and principals harmless against all claims, suits and losses under the applicable laws.

9. INSURANCE

For the term of the Contract, the Supplier/Consultant shall maintain, at its own expense, an adequate and valid insurance covering directors' and officers' liability and shall present a proof of this insurance on ATI's request.

10. SETTLEMENT OF DISPUTES

10.1 Amicable Settlement

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

10.2 Dispute Settlement

Any dispute between the Parties as to matters arising pursuant to this Contract that cannot be settled amicably within thirty (30) days after receipt by one Party of the other Party's request for such amicable settlement may be submitted by either Party for settlement in accordance with the provisions specified in the SC.

III. SPECIAL CONDITIONS OF CONTRACT

Number of Amendments of, and Supplements to, Clauses in the General Conditions GC

- 1.3 The language is: **English**
- 1.4 The addresses are:
- For the Client: **The African Trade Insurance Agency, Kenya Re Towers, Kenya Re Towers, 5th Floor, Upperhill, off Ragati Road, P.O. Box 10620-00100, Nairobi, Kenya**
- Attention: _____
 Phone No. _____
 Email: _____
- For the Consultant _____, P O Box 40612, 00100 GPO, Nairobi, Kenya
- Attention:
- Email:
- 1.6 The Authorized Representatives are:
- For the Client: _____
- For the Consultant: _____
- 2.1 The date on which this Contract shall come into effect is: date of signing of contract.
- 2.2 The date for the commencement of Services is: To be agreed
- 2.3 The period shall be: 2 years with possibility of renewal subject to satisfactory performance.
- 3.4 The risks and insurance coverage shall be: Professional liability and third party liability
- 3.7 “The Consultant shall not use these documents for purposes unrelated to this Contract without the prior written approval of the Client.”
- 5.1 Tax exemptions
- 5.2 Not applicable
- 6.2 (a) Not applicable
- 6.2 (b) The amount in local currency is: Not applicable.

6.4 Not applicable

6.5 Not applicable

The interest rate is: **Not applicable.**

10.2 Any dispute, controversy, or claim arising out of or relating to this contract, or the breach, termination, or invalidity thereof, shall be settled by arbitration in accordance with the UNCITRAL Arbitration Rules as at present in force.