






TENDER NOTICE

TENDER FOR INSURANCE SERVICES FOR GLOBAL DAMAGE ALL RISKS & DIRECTORS & OFFICERS LIABILITY

Tender Reference Number KTRN/ADMIN/S/2019/10/003

Kigali Heights, 7th Floor
Procurement@ktrn.rw | www.ktrn.rw
Also Find us at   



PART I: TENDER SUMMARY

The table below provides basic information about the tender; including the proposed type of award contract should a supplier be selected from this process. The contract template is included to give an idea of obligations and requirements involved; however, KT RWANDA NETWORK LTD is under no legal obligation to award the proposed contract type. Please adhere to the submission deadline below. Late submissions **WILL NOT** be considered.

TENDER SUMMARY	
Services being tendered	HIRING OF INSURANCE SERVICES FOR GLOBAL DAMAGE ALL RISKS AND DIRECTORS & OFFICERS LIABILITY
Type of contract planned	Fixed-term, definite quantity contract
Planned contract duration	One year
Possibility of renewal	Yes
Date tender launched	23/10/2019
SUBMISSION DEADLINE	28/10/2019 at 4:30pm
Public opening date	28/10/2019 at 4:40pm
Inquiry contact email	Procurement@ktrn.rw
Deadline for Inquiries	Two days before submission deadline
Starting date	21/11/2019

PART II: BID SUBMISSION GUIDELINES

II.1 Format and Content of Bids.

- A. Bidders **MUST** comply with the format and content instructions in the table below. Failure to comply with the submission format and content below may disqualify your offer.

BID FORMAT AND CONTENT	
# of bid copies required	1 signed and stamped original, and 3 photocopies
Bid language	English
Minimum Bid Contents	Signed submission Letter
	Administrative and Technical proposals
	Signed and stamped financial offer
Bid currency	Rwandan Francs
Bid pricing	All charges inclusive with details
Bid validity	At least 90 days from bid receipt
Bid submission format	Hand delivery by hard copy in a sealed envelope signed or stamped across the seal. NO ELECTRONIC SUBMISSION ALLOWED.
Complete Bid submission address	HIRING OF INSURANCE SERVICES FOR GLOBAL DAMAGE ALL RISKS AND DIRECTORS & OFFICERS LIABILITY KT RWANDA NETWORK LTD Limited P.O.BOX 5440 Kigali, Rwanda <i>Attention: ADMINISTRATION DIVISION</i>

B. ADMINISTRATIVE AND TECHNICAL PROPOSALS

B.1. Administrative criteria for the evaluation include:

The bidders must provide and fill the following documents:

1. Bid letter duly signed, stamped and dated;
2. The photocopy of the original or a certified copy of the trade license;

3. Original or a certified copy of the RRA tax clearance certificate or a statement of arrears
4. A Certificate confirming that no fees are owed by the bidder to the Social Security Fund of Rwanda original or in form of a certified true copy;
5. Written confirmation (e.g. power of attorney) authorizing the signatory of the Bid to commit the Bidder

B.2. Technical criteria for the evaluation include:

Proposals are:

- i) Reinsurance details for the years 2018 with clear information on treaty capacity
 - Lead reinsurers name, rating & rating agency: AAA+ to B+ rating (Excellent)
 - In case of no treaty or limited capacity in relation to the sum insured Provision of a confirmation letter from reinsurers that they will avail a fac/ re when requested
- ii) Claims settlement:
 - a) Maximum period of payment of claims after receiving all required documents: Below 15 days (Excellent), between 16 and 30 days (Satisfaction), beyond 30 (Poor).
- iii) Financial statement of the last year 2018 with clear information on your solvency as per BNR requirements (Provide calculation of the solvency)
- iv) For companies that have operated for less than a year please provide evidence that the required minimum paid up capital of RWF. 1,000,000,000 has been deposited with the Central Bank.
- v) 3 similar references (successfully completed contracts) and the insurance company must provide appropriate documents such as certificates of completion.

IMPORTANT NOTE: All bids supporting documents submitted must be true and correct. Submission of false information will lead to disqualification from this tender.

II.2 Submission and Handling of Bids.

(a) Bids are to be delivered by hand delivery/courier in a sealed envelope at KT RWANDA NETWORK LTD Reception Desk to the Submission Address above in section II.1.

(b) In order to be considered, the original bid must be received at the above address or number (as applicable) no later than the Submission Deadline in Part 1. Bidders are solely responsible to ensure the timely receipt of their bids. Bids received after the date and time required will generally not be considered unless no other bids are received.

(c) Bids must follow the format and content described in section II.1. Incomplete bid or bids which do not follow the submission guidelines may be disqualified from consideration.

(d) Bids will be opened in public on the Public Opening Date and Location in Part 1.

(e) Once opened, bids will be held secure and intact. Reasonable efforts will be made to protect them from loss, alteration, or disclosure to any person other than KT RWANDA NETWORK LTD, or any person unauthorized by KT RWANDA NETWORK LTD. However, KT RWANDA NETWORK LTD will not be liable to any bidder for any failure to comply with this Section 2.4(f).

(f) Bids may not be altered, corrected or withdrawn after the Last Bid Receipt Date. In exceptional cases, KT RWANDA NETWORK LTD may, at its sole discretion, permit correction of arithmetic errors, transposition errors, or other clerical or minor mistakes. This is only possible in cases where KT RWANDA NETWORK LTD can clearly identify the mistake and where the intended bid can be established conclusively on the face of the submission.

Beyond arithmetic errors, transposition errors, or other clerical or minor mistakes, no mistakes alleged by a bidder after the Submission Deadline will be permitted to be corrected.

PART III: SPECIFICATIONS FOR INSURANCE SERVICES

The specifications for this service tender are provided below and KT RWANDA NETWORK LTD has carefully reviewed these Technical Specifications and has determined that they do not show an unjustified preference for any particular Supplier.

SCHEDULE:

Section 1: Assets All Risks (PROPERTY DAMAGE (Fire & allied perils extension to machinery breakdown and Electric damages including Burglary) with Business Interruption

COVERAGE : All risks of direct physical loss or damage including machinery and electronic break down, and Business Interruption, occurring during the period of insurance to tangible property and assets of every description belonging to the insured or in which the insured has any proprietary or pecuniary interest or which the insured controls or may hereafter control including property hired-in or held outtrust or on consignment or on commission or sold but not delivered for which the insured is legally liable all whilst anywhere within the territorial limits.

Territorial Limits: Rwanda

DECLARED VALUES

Type of cover	DESCRIPTION	Value (<u>Rwf</u>)
PROPERTY DAMAGE (Fire & allied perils extension to machinery breakdown and Electric damages including burglary)	Transmission/LTE equipment	12,514,824,164
	Power Systems ELECTRONIC & ELECTRICAL EQUIPMENT	1,308,028,739
	RU/DU Equipment	2,782,407,476
	Towers/Switches and Routers	3,496,752,730
	STORE (Stock of various equipment)	1,087,163,378
	Total-Property Damage	21,189,176,487
Business Interruption	Loss of revenue /Gross Profit	5,000,000,000

Excess/Deductible: ***5% of claim amount Min Rwf 100,000 on Property Damage**
***3 Days on Business Interruption**

1.A Extension clauses are applicable to and form part of this Section :

1. Section A-General

- ✓ Claims Preparation Costs
- ✓ Capital Addition

2. Section B-Property Damage/Fire and allied perils

- | | |
|--|-----------------------------------|
| ✓ Special perils A to H | ✓ |
| ✓ Destruction of Salvage (Stock in trade) -10% of claim amount | ✓ Increased Leasing/Hire Costs |
| ✓ Clearance Costs -10% of claim amount | ✓ Vehicle accumulation |
| ✓ Clearance Costs-No Damage | ✓ 72 Hours clause |
| ✓ Professional Fees-10% of claim amount | ✓ Reinstatement Value Conditions |
| ✓ Fire Protection System Updating | ✓ Replacement Capacity Conditions |
| ✓ Fire Brigade Charges-15% of claim amount | ✓ Output replacement clause |
| | ✓ New acquisitions clause |
| | ✓ Destruction of Salvage Clause |

3. Section B and Section C-Property Damage and Business Interruption Combined Transit

- ✓ Accident Damage
- ✓ Transmission and Distribution lines (limited to 150 meters from an insured structure)
- ✓ Property in the course of construction

4. Section C-Business Interruption

- ✓ Basics of Indemnification 1
- ✓ Increase in Cost of working-(non-income generating operations)
- ✓ Additional Increase in Cost of working
- ✓ Fines and Penalties
- ✓ Demurrage/Dead Freight
- ✓ Extended Premises
- ✓ Denial of Access (Extended Premises)
- ✓ Extended Damage (Public Utilities)
- ✓ Accounts receivables
- ✓ Advance Loss of Profits
- ✓ Loss of Rent
- ✓ Port Blockage

5. Section D-Burglary

- ✓ Breaches of Warranties
- ✓ First loss memo
- ✓ Reinstatement of value after loss
- ✓ Safe and book clause
- ✓ Temporary removal
- ✓ Hold up/assault cover

6. Section E-Crime (PD/BI Combined)

- ✓ Theft
- ✓ Money

7. Sub-section F1-Machinery Breakdown

- ✓ Property damage and Business Interruption combined

8. Sub-section F2-Electronic Equipment

- ✓ Property Damage and reconstitution of data

9. Sub-Section F3-Machinery Breakdown Business Interruption

- ✓ Additional Increase in Cost of working
- ✓ Direct customers and Suppliers

1.B Additional Benefits (AGREED TERMS)

1. Changes in Values and Automatic Additions Clause - 15%
2. 10% No Claims Bonus payable on renewal subject to renewal.
3. Vandalism, looting or theft as a direct consequence of a peril insured under this policy (Not wider than the Hiscox 1-5 wordings.)
4. Cash Call: If a claim on the Insurers exceeds RFW 17,000,000, the Insured is entitled to payment on demand for the amount due by the Insurers in terms of this policy in respect of such claim. Any amount so paid shall be credited to the

Insurers in the statements of account. All other claims will be settled in account.
This clause is subject to Insurer admitting liability after loss adjustor report

5. Sanctions limitation and Exclusion clause LMA 3100
6. Claims Control clause NMA 2738

Note:

The cover is for Property damage only.

The terms are subject to receiving confirmation prior to binding on No known or reported losses, threats, incidents.

Wordings used: Hiscox Political Violence wording, including the amended Occurrence Clause 72 hours and 30 days for war civil war (LMA 5193)

Description of property:

- ✓ HQ at KH
- ✓ 2 NOC - Telecom house and SFB
- ✓ 5 DU centers (Kist, SFB, KIE, Kicukiro, Kanombe)
- ✓ 6 service centers (Kigali, Musanze, Huye, Rusizi, Rubavu, Rwamagana)
- ✓ 428 BTS scattered in all districts of the country.

GENERAL EXCLUSION:

- ✓ Subject to war and terrorism exclusion
- ✓ Seepage and Pollution Exclusion

Section 2 : Political Violence Sabotage & Terrorism

COVERAGE Loss caused by act of terrorism, sabotage, Riots, Strikes and /or Civil Commotion, Malicious damage, insurrection, Revolution or Rebellion, Mutiny and /or Coup d' Etat war and/or civil war

Territorial Limits Rwanda

Policy Loss Limit 29,732,942,004 Rwf

First Loss Limit 5,000,000,000 Rwf

2.A Extension clauses are applicable to and form part of this Section

- 1.Terrorism
2. Sabotage
3. Riots
4. Strikes/or Civil commotion
5. Malicious damage
6. Insurrection
7. Revolution
8. Rebellion
9. Mutiny and/or Coup d'Etat
- 10.War and /or Civil war

Insurers in the statements of account. All other claims will be settled in account.
This clause is subject to Insurer admitting liability after loss adjustor report

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- ✓ Subject to war and terrorism exclusion
- ✓ Seepage and Pollution Exclusion

Deductible/Excess: 10% of claim amount with minimum Rwf 5,000,000

Section 3 : Public Liability

SUMMARY OF COVER:

Covers against legal liability to third parties in respect of accidental death, bodily injury and/or illness and/or loss of or damage to property incurred by the insured in the course of the Insured's business. Including their work/business related activities away from the premises.

SUM INSURED:

Section	Limit of liability <u>Rwf.</u>
General Liability	
Any one incident/event	200, 000,000
Anyone period of insurance	200, 000,000

Excess : NIL

3.B Extension clauses are applicable to and form part of this Section

- ✓ Away risks
- ✓ Associates and/or subsidiary companies
- ✓ Advertising signs clause
- ✓ Additional Insured
- ✓ Bailee's liability
- ✓ Breach of warranties
- ✓ Car park Extension
- ✓ Emergency first aid treatment
- ✓ Food and drink poisoning
- ✓ Goods held in trust, or custody
- ✓ Including fire & explosion
- ✓ Including works/activities away from premises
- ✓ Claims preparation- Rwf 1,000,000
- ✓ Contractors & Sub-Contractors Clause
- ✓ Cross Liability
- ✓ Cancellation notice -30 days
- ✓ Defective sanitary installations
- ✓ Employees' and visitors' property of care of the insured
- ✓ Goods sold/ supplied
- ✓ Including defective workmanship

- ✓ Inn keepers liability{ applicable to hotels/ restaurants} Loading and unloading of vehicles
- ✓ Lifts, hoists and cranes
- ✓ Leased property
- ✓ Liability for acts of sub-contractors
- ✓ Contractual liability
- ✓ Pollution liability (including clean up costs)
- ✓ Debris/ wreck removal
- ✓ Personal injury (libel, slander, false arrest etc...)
- ✓ Products and completed operations
- ✓ Liability arising from operations of independent contractors

- ✓ | Legal defense clause
- ✓ | Machinery and plant
- ✓ | Plants hired or rented out
- ✓ | Plants hired in
- ✓ | Products liability
extension if limit indicated above
- ✓ | Subrogation waiver
- ✓ | Seepage and pollution
- ✓ | Security Guard Clause
- ✓ | Sign boards and sign posts
- ✓ | Tools of trade
- ✓ | Tenant's liability
- ✓ | Temporary visits overseas
- ✓ | Use of machinery
- ✓ | Unattached trailers
- ✓ | Waiver of formal proposal
form

GENERAL EXCLUSIONS:

- ✓ Liability assumed by agreement
- ✓ Liability caused by vibration or by removal or weakening
- ✓ Legal liability arising out of ionizing radiation or contamination
- ✓ Nuclear or related risks

Section 4: SCHEDULES: DIRECTORS & OFFICERS LIABILITY

SUMMARY OF COVER:	Covers damages and defense costs for wrongful acts committed or alleged committed by a director or officer while acting in their capacity on behalf of the company.
LIMIT OF LIABILITY:	EURO. 1,000,000 (<u>Rwf. 1,021,042,231</u>) Any one claim EURO. 1,000,000 (<u>Rwf. 1,021,042,231</u>) Any one year (BNR Exchange Rate EURO@ 1,021.042231)
EXTENSIONS:	<ul style="list-style-type: none">- automatic coverage for subsidiaries created or acquired during the policy period- <u>12 month</u> reporting period- Retroactive clause- Cancellation notice 30 days- worldwide coverage- protection for service by directors or officers of affiliated or unaffiliated companies <u>serving at</u> the company's request- including cover for past, present, future or retired directors or officers- including costs of defense- including Employment Practices Liability (EPL)- including errors and omissions coverage- Waiver of formal proposal form- Assets and Liberty costs- Bail bond and civil Bond Expenses- Bodily injury and property damage <u>defence</u> costs- Derivative action costs- Kidnap response costs- Non-executive directors- Pollution derivative cost- Public reputational costs- Regulatory crisis response- Retired directors- Avoidance waiver- Discovery period- Emergency costs and expenses

- Extradition proceedings
- New subsidiaries
- Reinstatement of limit
- Additional discovery period
- Additional limits for directors or officers and outside entity executive
- Company reputational cover
- Extended reporting period (ERP)

GENERAL EXCLUSIONS:

- Dishonesty
- Insured Vs Insured
- Professional Liability
- Prior acts Exclusion
- Prior and pending Litigation

DEDUCTIBLE:

EURO. 50,000 (RWF. 51,052,111) per claim
(BNR Exchange Rate EURO@1,021.042231)

PART IV: STANDARD PROVISIONS

V.1 Definitions and Headings. Except as otherwise specifically provided herein, all time periods specified shall be consecutive calendar days. The term “Tender Package” refers to the entire document, including all attachments thereto. Any headings contained in the text of the Tender Package are for reference only, and do not alter, limit, or waive the content of the full provisions.

V.2 Guidelines and Policies.

(a) The procedures followed by KT RWANDA NETWORK LTD in making any award and contract resulting from this Tender Package, as well as the terms and conditions of such award and contract, will be based on the *KT RWANDA NETWORK LTD Procurement Manual*.

(b) Prospective companies providing this service should also note that a primary requisite for KT RWANDA NETWORK LTD is to obtain the most advantageous offer on the current market. Whenever possible, bids are sought on a competitive basis, and

all prices offered will be subject to detailed scrutiny and, possibly, negotiation, to ensure reasonable contract price is obtained.

V.3 Tender Package. This Tender Package should not be considered an award or contract. It is intended solely for the information of prospective suppliers.

V.4 Review of Tender Package. Prospective suppliers are solely responsible to examine carefully all of the terms and conditions of this Tender Package. Failure to do so will be at the prospective supplier's risk and expense, and any items requested by KT RWANDA NETWORK LTD but not submitted by bidder are grounds for disqualification from the tender. Any ambiguities in the Technical Specifications and Standards or inconsistencies between or among the various provisions of the Tender Package shall be resolved against the prospective Supplier if the Supplier fails to seek clarification prior to award.

V.5 Probity and Ethics. In the purchasing efforts KT RWANDA NETWORK LTD follows, and by virtue of the submission of their bids, all bidders and Suppliers commit to follow the Guidelines contained in the *KT RWANDA NETWORK LTD Procurement Manual*.

V.6 Language. All documents submitted in response to this Tender Package, as well as all correspondence in connection with the Tender Package, shall be in the language specified in Section II.1, always either English or French. The final contract will be written and signed in English, as per KT RWANDA NETWORK LTD policy.

V.7 Inquiries. Inquiries concerning this Tender Package and any return bid(s) must be submitted in writing 2 days before the Submission Deadline to permit a thorough and accurate response by KT RWANDA NETWORK LTD. Such inquiries shall be sent by fax or by email, using the contact information included in Section II.1. KT RWANDA NETWORK LTD is under no obligation to consider or respond to questions that are not received in a timely manner.

V.8 Evaluation of Bids.

Evaluation will be on Quality - Cost basis of the bid.

V.9 Amendments. If at any time prior to award KT RWANDA NETWORK LTD deems there to be a need for a significant modification to the terms and conditions of this Tender Package, KT RWANDA NETWORK LTD will issue such a modification as a written Tender Package amendment to all competing bidders. No oral statement of any person shall in any manner be deemed to modify or otherwise affect any Tender Package term or condition, and no bidder shall rely on any such statement.

V.10 Price Verification. If adequate competition is not achieved in the tendering process, the right is reserved for any otherwise compliant bid to be referred to KT RWANDA NETWORK LTD who may, at their discretion, authorize a price verification exercise to be undertaken on their behalf by an organization of their choice. In such an eventuality, the bidder will be required to give details of the services tendered for, together with details of any costing used or undertaken in preparing the bid.

V.11 Extension of Bid Validity Dates. When necessary and appropriate under the circumstances, KT RWANDA NETWORK LTD may request bidders, in writing, to extend the validity period of their bids. A bidder may refuse to extend without forfeiting its Bid; however, its bid will be disqualified. Subject to Section 2.9 above, a bidder agreeing to extend will not generally be permitted or required to modify its bid in any manner other than to extend it.

V.12 Rejection or Award.

(a) KT RWANDA NETWORK LTD is not bound to accept the lowest or any tender and reserves the right to accept any tender in whole or in part and to reject any or all tenders without assigning any reason therefore and to Contract on any of the terms offered or on different terms. Circumstances in which rejection of all bids may occur include, without limitation, the following:

- (1) none of the bids is adequately responsive to the specifications,
- (2) there is evidence of insufficient competition,
- (3) the lowest bid exceeds the estimated value or funds available by a significant amount and cannot be reduced by negotiation,
- (4) the technical or financial bases of procurement have changed materially prior to the award, or
- (5) The prices of the bid are obviously and clearly excessively high.

(b) All awards are subject to the availability of adequate funds from KT RWANDA NETWORK LTD and the receipt of all required approval from KT RWANDA NETWORK LTD and the indenter.

(c) Upon receipt of KT RWANDA NETWORK LTD and/or the indenter's approval of the recommended award, to the extent required, KT RWANDA NETWORK LTD will send a Notice of Award to the winning bidder. KT RWANDA NETWORK LTD is under no legal obligation to inform unsuccessful bidders that they have not been selected.

V.13 CORRUPTION, FRAUD, COLLUSION, COERSION

KT RWANDA NETWORK LTD is committed to the most transparent tender process possible, to ensure best value for money in all purchases. The bank prohibits any attempts by current staff, existing or prospective suppliers to influence the outcome of a tender process in order to award the job to a specific supplier, or to achieve non-competitive pricing.

Any suspected or proven, indirect or direct attempt on the part of any prospective bidder to influence the outcome of the tender process using the following means will be cause for immediate disqualification, and permanent delisting by KT RWANDA NETWORK LTD as a potential supplier.

- corruption (giving or receiving items of value to influence the tender),
- fraud (falsification of facts, misrepresentation of information or pricing resulting in a non-competitive price proposal),
- collusion (an agreement between two or more suppliers to achieve an artificial or non-competitive price)
- coercion (indirectly or directly menacing or threatening people, staff or the organization to influence the outcome of the tender),