



**TENDER DOCUMENT FOR
PROVISION OF CREDIT LIFE COVER
(UNDERWRITERS ONLY).**

TENDER NO. KIE/TNO.05/2021-2022

DATE OF INVITATION:

**30TH NOVEMBER, 2021
AND**

CLOSING/OPENING DATES:

14TH DECEMBER, 2021

TENDER NO. KIE/TNO.05/2021-2022

OFFICIAL RECEIPT NO.....

**KENYA INDUSTRIAL ESTATES P.O. Box 78029-00507,
NAIROBI.KENYA.**

TEL.: + 254 020 6651 348

FAX: + 254 020 651 355

**Email: admin@kie.co.ke
procurement@kie.co.ke**

NOVEMBER, 2021

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SECTION I: INVITATION TO TENDER
TENDER NO. 2021-2022 FOR PROVISION OF CREDIT LIFE ASSURANCE SCHEME

The Company invites sealed tenders from eligible **Insurance Underwriting Companies** for the provision of Credit Life Assurance Scheme for a **period of One (1) Year renewable upon subject to Satisfactory Performance.**

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 **120 days** from the closing/opening date of the tender. Tenders must be accompanied by a tender security of **Kshs 100,000** in the form of a guarantee from a reputable bank guarantee.

Completed tender documents are to be enclosed in plain sealed envelopes, clearly marked with the tender number and be deposited in the **Tender Box** provided **at KIE Headquarter Reception** or be addressed and posted to:

THE CHIEF EXECUTIVE OFFICER

P.O. BOX 78029-00507

NAIROBI.

So as to be received on or before Tuesday **14th December, 2021 at 2.00 p.m.**

Tenders will be opened immediately thereafter in the presence of the tenderers representatives who choose to attend or as may be advised by the client.

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SECTION II - INSTRUCTIONS TO TENDERERS

2.1 Eligible Tenderers

2.1.1 This Invitation to tender is open to all tenderers eligible as described in the 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 Company's employees, committee members, board members and their relative (spouse and children) are not eligible to participate in the tender unless where specially allowed under section **131 of the PPADA Act 2015**

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 Company 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 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 Company, 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 shall not exceed **Kshs. 1,000**.

2.2.3 The Company shall allow the tenderer to review the tender document free of charge before purchase.

2.3 Contents of Tender Documents

2.3.1 The tender document comprises of the documents listed below and addenda issued in accordance with clause 5 of these instructions to tenders,

- i) Instructions to Tenderers
- ii) General Conditions of Contract
- iii) Special Conditions of Contract
- iv) Schedule of Requirements

- v) Details of Cover
- vi) Form of tender
- vii) Price schedules
- viii) Contract Form/Agreement Form
- ix) Confidential Business Questionnaire Form
- x) Performance Security Form
- xi) Ethics and Integrity Pact

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

2.4 Clarification of Documents

2.4.1 A prospective candidate making inquiries of the tender document may notify the Company in writing or by post, fax or email at the entity's address indicated in the Invitation for tenders. The Company will respond in writing to any request for clarification of the tender documents, which it receives no later than seven (7) days prior to the deadline for the submission of tenders, prescribed by Company. Written copies of the Procuring entities response (including any explanation of the query but without identifying the source of inquiry) will be sent to all prospective tenderers who have received the tender documents.

2.4.2 The Company 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

2.5 Amendment of Documents

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

2.5.2 All prospective tenderers who have obtained the tender documents will be notified of the amendment by post, fax or email and such amendment will be binding on them.

2.5.3 In order to allow prospective tenderers reasonable time in which to take the amendment into account in preparing their tenders, the Company, at its discretion, may extend the deadline for the submission of tenders.

2.6 Language of tender

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 Company, 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

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

- A Tender Form and a Price Schedule completed in accordance with paragraph 8, 9 and 10 below.
- Documentary evidence established in accordance with Clause 2.11 that the tenderer is eligible to tender and is qualified to perform the contract if its tender is accepted;
- Tender security furnished is in accordance with Clause 2.12
- Confidential business questionnaire

2.8 Form of Tender

2.8.1 The tenderers shall complete the Form of Tender and the appropriate Price Schedule furnished in the tender documents, indicating the services to be performed.

2.9 Tender Prices

2.9.1 The tenderer shall indicate on the Price schedule the unit prices where applicable and total tender prices of the services it proposes to provide under the contract.

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

2.9.3 Prices quoted by the tenderer shall remain fixed during the term of the contract unless otherwise agreed by the parties. A tender submitted with an adjustable price quotation Will be treated as non-responsive and will be rejected, pursuant to paragraph 2.22.

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

2.9.5 Where contract price variation is allowed, the variation shall not exceed 15% of the original contract price.

2.9.6 Price variation requests shall be processed by the Company within 30 days of receiving the request.

2.10 Tender Currencies

2.10.1 Prices shall be quoted in Kenya Shillings unless otherwise specified in the appendix to in Instructions to Tenderers

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 its tender is accepted.

2.11.2 The documentary evidence of the tenderers qualifications to perform the contract if its tender is accepted shall establish to the Company'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 Invitation to tender.

2.12.2 The tender security shall be in the amount not exceeding 2 per cent of the tender price.

2.12.3 The tender security is required to protect the Company against the risk of Tenderer's conduct which would warrant the security's forfeiture, pursuant to paragraph 2.12.8

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

- a) A bank Guarantee.
- b) Insurance Guarantee approved by the Authority.
- c) Letter of Credit.

2.12.5 Any tender not secured in accordance with paragraph 2.12.1 and 2.12.4 will be rejected by the Company as non-responsive, pursuant to paragraph 2.20

2.12.6 Unsuccessful tenderer's 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 prescribed by the Company.

2.12.7 The successful tenderer's tender security will be discharged upon the tenderer signing the contract, pursuant to paragraph 2.26, and furnishing the performance security, pursuant to paragraph 2.37.

2.12.8 The tender security may be forfeited:

- (a) If a tenderer **withdraws** its tender **during** the period of tender validity specified by the procuring entity on the Tender Form; or
- (b) In the case of a successful tenderer, if the tenderer fails:
 - (i) to sign the contract in accordance with paragraph 26
 - or**
 - (ii) to furnish performance security in accordance with paragraph 27

I if the tenderer rejects, correction of an error in the tender.

2.13 Validity of Tenders

2.13.1 Tenders shall remain valid for **120 days** or as specified in the invitation to tender after date of tender opening prescribed by the Company, pursuant to paragraph 2.18. A tender valid for a shorter period shall be rejected by the Company as nonresponsive.

2.13.2 In exceptional circumstances, the Company 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 paragraph 2.12 shall also be suitably extended. A tenderer may refuse the request without forfeiting its tender security. A tenderer granting the request will not be required nor permitted to modify its tender.

2.14 Format and Signing of Tender

2.14.1 The tenderer shall prepare two copies 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 each copy of the tender in separate envelopes, duly marking the envelopes as "**ORIGINAL**" and "**COPY**". The envelopes shall then be sealed in an outer envelope. The inner and outer envelopes shall:

- (a) be addressed to the COMPANY at the address given in the invitation to tender
- (b) Bear, tender number and name in the invitation to tender and the words: "**DO NOT OPEN BEFORE Tuesday 14th December, 2021 at 2.00 p.m.**"

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 paragraph 2.15.2, the Company 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 Company at the address specified under paragraph 2.15.2 no later than **Tuesday 14th December, 2021 at 2.00 p.m.**

2.16.2 The Company may, at its discretion, extend this deadline for the submission of tenders by amending the tender documents in accordance with paragraph 5, in which case all rights and obligations of the Company 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 in the tender box shall be received by the Company 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 tender’s is received by the Company prior to the deadline prescribed for the submission of tenders.

2.17.2 The Tenderer’s modification or withdrawal notice shall be prepared, sealed, marked, and dispatched in accordance with the provisions of paragraph 2.15. A withdrawal notice may also be sent by cable, but followed by a signed confirmation copy, post marked 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 specified by the tenderer on the Tender Form. Withdrawal of a tender during this interval may result in the Tenderer’s forfeiture of its tender security, pursuant to paragraph 2.12.8.

2.17.5 The Company may at any time terminate procurement proceedings before contract award and shall not be liable to any person for the termination.

2.17.6 The Company 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.

2.18 Opening of Tenders

2.18.1 The Company will open all tenders in the presence of tenderers' representatives who choose to attend on Tuesday **14th December, 2021 at 2.00 p.m.** and in the location specified in the invitation to tender. The tenderers' representatives who are present shall sign a register evidencing their attendance.

2.18.3 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 Company, at its discretion, may consider appropriate, will be announced at the opening.

2.18.4 The Company will prepare minutes of the tender opening which will be submitted to the 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 Company 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 shall be sought, offered, or permitted.

2.19.2 Any effort by the tenderer to influence the Company in the Company'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 Company will examine the tenders to determine whether they are complete, whether any computational errors have been made, whether required securities 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 may be forfeited. If there is a discrepancy between words and figures, the amount in words will prevail.

2.20.3 The Company may waive any minor informality or nonconformity 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 paragraph 23, the Company will determine the substantial responsiveness of each tender to the tender documents. For purposes of these paragraphs, a substantially responsive tender is one which conforms to all the terms and conditions of the tender documents without material deviations. The Company'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 Company and may not subsequently be made responsive by the tenderer by correction of the nonconformity.

2.21 Conversion to a single currency

2.21.1 Where other currencies are used, the Company 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 Company will evaluate and compare the tenders which have been determined to be substantially responsive, pursuant to paragraph 2.20.

2.22.2 The comparison shall be of the price including all costs as well as duties and taxes payable on all the materials to be used in the provision of the services.

2.22.3 The Company's evaluation of a tender will take into account, in addition to the tender price, the following factors, in the manner and to the extent indicated in paragraph 2.22.4 and in the technical specifications:

- (a) operational plan proposed in the tender;
- (b) deviations in payment schedule from that specified in the Special Conditions of Contract;

2.22.4 Pursuant to paragraph 2.22.3 the following evaluation methods will be applied:

- a) **Operational Plan.**

The Company 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 Company's required delivery time will be treated as non-responsive and rejected.

(a) Deviation in Payment Schedule.

Tenderers shall state their tender price for the payment on a 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 Company may consider the alternative payment schedule offered by the selected tenderer.

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

2.22.6 To qualify for contract awards, the tenderer shall have met all the requirements as per evaluation criteria.

2.23. Contacting the Company

2.23.1 Subject to paragraph 2.19, no tenderer shall contact the Company 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 Company in its decisions on tender evaluation tender comparison or contract award may result in the rejection of the tenderer's tender.

2.24 Award of Contract

a) Post qualification

2.24.1 In the absence of pre-qualification, the Company will 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's 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 paragraph 2.1.2, as well as such other information as the Company 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 Company will proceed to the next lowest evaluated tender to make a similar determination of that Tenderer's capabilities to perform satisfactorily.

b) Award Criteria

2.24.3 Subject to paragraph 2.22 the Company 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.

2.24.4 The Company 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 Company's action. If the Company determines that none of the tenderers is responsive; the Company shall notify each tenderer who submitted a tender.

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

2.25 Notification of award

2.25.1 Prior to the expiration of the period of tender validity, the Company will notify the successful tenderer in writing that its tender has been accepted.

2.25.2 The notification of award will signify the formation of the Contract subject to the signing of the contract between the tenderer and the Company pursuant to clause 2.26. Simultaneously the other tenderers shall be notified that their tenders have not been successful.

2.25.3 Upon the successful Tenderer's furnishing of the performance security pursuant to paragraph 27, the Company will promptly notify each unsuccessful Tenderer and will discharge its tender security, pursuant to paragraph 2.12.

2.26 Signing of Contract

2.26.1 At the same time as the **Company** notifies the successful Tenderer that its Tender has been accepted, the **Company** will simultaneously inform the other tenderers that their tenders have not been successful.

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

2.26.3 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.

2.27 Performance Security

2.27.1 Within thirty (30) days of the receipt of notification of award from the Company, the successful tenderer shall furnish the performance security in accordance with the Conditions of Contract, in the Performance Security Form provided in the tender documents, or in another form acceptable to the Company.

2.27.2 Failure of the successful tenderer to comply with the requirement of paragraph 2.26 or paragraph 2.27.1 shall constitute sufficient grounds for the annulment of the award and forfeiture of the tender security, in which event the Company may make the award to the next lowest evaluated or call for new tenders.

2.28 Corrupt or Fraudulent Practices

2.28.1 The Company 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.

2.28.2 The Company 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;

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

APPENDIX TO INSTRUCTIONS TO THE TENDERERS

The following information for procurement of services shall complement or amend the provisions of 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

Instructions to tenderers	Particulars of Appendix to Instructions to Tenderers
2.1	Particulars of eligible tenderers: Insurance Underwriters Registered in Kenya
2.2	Particulars of other currencies allowed. None
2.20.2	Arithmetic errors: In accordance with PPAD(2015)
2.3	Particulars of tender security if applicable. Kes 100,000. The Guarantee shall be from a reputable bank
2.4	Validity of Tenders: Tenders Shall remain valid for 120 days after date of tender closing/opening
2.5	Copies of Tender Documents to be Submitted: One Original and One Copy
2.6	Bulky tenders which do not fit in the tender box shall be delivered to the Supply Managing Director Office 2nd Floor. and recorded.

Tenders are required to submit copies of the following **MANDATORY DOCUMENTS** which will be used during Preliminary Examination to determine responsiveness:

No	Documents to be submitted
1.	Duly filled confidential questionnaire (Indicate all the directors and respective shares).
2.	Copy of Certificate of Incorporation.
3.	Must be registered by the Insurance Regulatory Authority (IRA). Attach a letter from IRA on insurance Arrangement since the certificate are PERPUTAL LICENCES
4.	Must be a member of Association of Kenya Insurers (AKI). Attach a copy of certificate for the current year (2021)
5.	The standard forms must be duly filled , stamped/ sealed and signed by the authorized persons in format provided.
6.	Must provide proof that they are not under administration or facing liquidation proceedings
7.	Attach Copy of CR12 Certificate
8.	Audited financial statements for the last Three years.(2018,2019,2020)
9.	Must have experience of underwriting for the past Ten (10) years.
10.	Must be Re-Insured with a reputable reinsurance firm
11.	Current Tax Compliance certificate from the Kenya Revenue Authority
12.	Must have handled at least five (5) corporate clients with contracts of similar nature with a value of at least Kshs 5 million and above each in the last two (2) years. Attach copies of contracts and their corresponding award letters.
13.	Tender security of Kshs.100,000 valid for 120 days
14.	Correctly filled sworn Anti-corruption Affidavit
15.	Attach copy of current compliance certificate for NSSF & NHIF
16.	Must provide proof of having done Gross Premium Under General Business of Kshs 5 Billion and above for the year 2020. (Reference will be Proof from IRA Reports ,2020)
17.	Must have paid up capital of business of Ksh.500 Million (Audited accounts)

C. TECHNICAL EVALUATION CRITERIA FOR UNDERWRITERS

CRITERIA	METHOD OF EVALUATION		MAXIMUM POINTS								
<p>Experience: Firm’s experience in providing similar services</p>	<p>Provide list of at least five (5) Corporate Credit life schemes served within the last two years not less than 5 million for each contract. Bidders must attach documentary proof such as:</p> <ul style="list-style-type: none"> i. <i>Letters of award, contracts and/or debit notes or,</i> ii. <i>Recommendation letters which should indicate cover period and size .</i> 		15								
<p>Key Personnel: Professional qualifications and experience to establish capacity to deliver the services (Provide details for principal officer and at least three other senior officers Also provide CVs, and copies of certificates for the staff</p>	<p>Principal Officer (Attach CV) Maximum Score = 2</p> <p>Professional qualifications and experience of Two (2) other technical personnel <i>(Attach CVs for each)</i> Maximum Score for each =3 and for all three = 6</p>	<p>ACII/AIHK – 1 points score</p> <p>Post graduate degree/ PhD 1 point</p> <p>ACII/AIHK – 1</p> <p>Degree/ Postgraduate degree 1</p> <p>Relevant experience after qualification, max. 1</p>	8								
<p>Terms and conditions in provision of the service</p>	<p>Underwriters shall provide the full terms and conditions of providing the Credit Life Insurance;</p> <p>Group Life Insurance</p> <ul style="list-style-type: none"> • Suitability of cover as per terms of reference and benefit summary to include exclusion clauses (if any) - 15 Marks • Suitability of cover value adds – 5 Marks 		20								
<p>Credit Rating</p>	<p>Credit Rating The scale below (or equivalent) shall be used for assessing the Vendors credit rating (attach proof of rating from reputable international credit rating companies);</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 30%;"></td> <td style="text-align: center;">AA+ - 10 marks</td> </tr> <tr> <td></td> <td style="text-align: center;">AA - 8 marks</td> </tr> <tr> <td></td> <td style="text-align: center;">AA – 6 marks</td> </tr> <tr> <td></td> <td style="text-align: center;">A+ - 4 marks</td> </tr> </table>			AA+ - 10 marks		AA - 8 marks		AA – 6 marks		A+ - 4 marks	10
	AA+ - 10 marks										
	AA - 8 marks										
	AA – 6 marks										
	A+ - 4 marks										

Financial Resources	Financial Ratios to be Evaluated based on information in the three years' accounts provided: <ul style="list-style-type: none"> • Cash and Cash Equivalent • Total Assets • Current Assets: Current Liabilities • Working Capital 	15
	Annual premiums trend for the specified three years: <ul style="list-style-type: none"> • 2018 • 2019 • 2020 	12
Statutory paid up Capital	Must State Statutory paid-up Capital of (Kshs 500,000,000)	5
Implementation plan	Provide an operational plan on how you intend to implement the Cover.	15
MAXIMUM SCORE		100

D. FINANCIAL EVALUATION

To proceed to the financial evaluation, Tenderers/Bidders must score **70%** and above of the technical score. Only Bidders who score **70%** and above of the technical score shall proceed to the financial evaluation stage.

For those Bidders who pass the technical evaluation stage, a financial comparison of the Bidders shall be undertaken for purposes of identifying the Bidder with the lowest evaluated price for the duration of the contract.

**GENERAL CONDITIONS OF CONTRACT
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3.1 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 contractor including materials and incidentals which the tenderer is required to provide to the **procuring entity** under the Contract.
- d) “**The procuring entity**” means the organization sourcing for the services under this Contract.
- e) “The Contractor” means the individual or firm providing the services under this Contract.
- f) “GCC” mean General Conditions of Contract contained in this section.
- g) “SCC” means the Special Conditions of Contract.
- h) “Day” means calendar day

3.2 Application

These General Conditions shall apply to the extent that they are not super ceded by Provisions of other part of contract.

3.3 Standards

3.3.1 The services provided under this Contract shall conform to the 7 standards mentioned in the Schedule of requirements.

3.4 Patent Right’s

The tenderer shall indemnify the Company 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.

3.5 Performance Security

3.5.1 Within twenty-eight (28) days of receipt of the notification of Contract award, the successful tenderer shall furnish to the Company the performance security where applicable in the amount specified in Special Conditions of Contract.

3.5.2 The proceeds of the performance security shall be payable to the Company as compensation for any loss resulting from the Tenderer’s failure to complete its obligations under the Contract.

3.5.3 The performance security shall be denominated in the currency of the Contract or in a freely convertible currency acceptable to the Company and shall be in the form of:

a) A Bank Guarantee.

3.5.4 The performance security will be discharged by the Company and returned to the candidate not later than thirty (30) days following the date of completion of the tenderer's performance of obligations under the contract, including any warranty obligations under the contract.

3.6 Inspections and Tests

3.6.1 The Company or its representative shall have the right to inspect and/or to test the services to confirm their conformity to the Contract specifications. The Company shall notify the tenderer in writing, in a timely manner, of the identity of any representatives retained for these purposes.

3.6.2 The inspections and tests may be conducted on the premises of the tenderer or its subcontractor(s). If conducted on the premises of the tenderer or its subcontractor(s), all reasonable facilities and assistance, including access to drawings and production data, shall be furnished to the inspectors at no charge to the Company.

3.6.3 Should any inspected or tested services fail to conform to the Specifications, the Company may reject the services, and the tenderer shall either replace the rejected services or make alterations necessary to meet specification requirements free of cost to the Company.

3.6.4 Nothing in Paragraph 3.7 shall in any way release the tenderer from any warranty or other obligations under this Contract.

3.7 Payment

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

3.8 Prices

3.8.1 Prices charged 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 by the tenderer in its tender or in the COMPANY's request for tender validity extension as the case may be. No variation in or modification to the terms of the contract shall be made except by written amendment signed by the parties.

3.9 Assignment

3.9.1 The tenderer shall not assign, in whole or in part, its obligations to perform under this contract, except with s prior written consent.

3.10 Termination for Default

3.10.1 Kenya Industrial Estates may, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the tenderer, terminate this Contract in whole or in part:

- a) if the tenderer fails to provide any or all of the services within the period(s) specified in the Contract, or within any extension thereof granted by KIE.
- b) if the tenderer fails to perform any other obligation(s) under the Contract.
- c) if the tenderer, in the judgment of KIE has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.

3.10.2 In the event KIE 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 undelivered, and the tenderer shall be liable to the Company for any excess costs for such similar services.

3.11 Termination for Insolvency

Kenya Industrial Estates may at the anytime 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 produce or affect any right of action or remedy, which has accrued or will accrue thereafter to KIE.

3.12 Termination for Convenience

3.12.1 Kenya Industrial Estates 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 KIE convenience, the extent to which performance of the contractor of the contract is terminated and the date on which such termination becomes effective.

3.12.2 For the remaining part of the contract after termination KIE may elect to cancel the services and pay to the contractor on agreed amount for partially completed services.

3.13 Resolution of disputes

3.13.1 Kenya Industrial Estates and the contractor shall make every effort to resolve amicably by direct informal negotiations any disagreement or dispute arising between them under or in connection with the contract.

3.13.2 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**.

3.14 Governing Language

3.14.1 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.

3.15 Force Majeure

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

3.16 Applicable Law

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

3.17 Notices

3.17.1 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 E-mail and confirmed in writing to the other party's address specified in the SCC.

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

SECTION IV - SPECIAL CONDITIONS OF CONTRACT

4.1 Special conditions of contract shall supplement the general conditions of contract, wherever there is a conflict between the GCC and the SCC, the provisions of the SCC herein shall prevail over those in the GCC.

4.2 Special conditions of contract with reference to the general conditions of contract:

General Conditions of Contract Reference	Special Conditions of Contract
2.2.2	Not applicable
3.5	(Specify Performance Security if applicable) The successful Tenderer shall furnish the Company with a Performance Security equivalent to 2%
3.7	The Premium will be paid on monthly basis receipt of Invoice.
3.8	(Specify price adjustments allowed) None
3.13	(Specify resolution of disputes) Disputes to be settled as per the Arbitration Laws of Kenya
3.16	Applicable Law to this Contract are the Laws of Kenya
3.17	Addresses of both parties Client: The Chief Executive Officer Kenya Industrial Estates P. O. Box 78029-00507 Nairobi Service Provider:
Other's as necessary	Complete as necessary

SECTION V –SCHEDULE OF REQUIREMENTS

(1) GENERAL

The Insurance Underwriting Company will provide Credit Life Insurance Cover for the Kenya Industrial Estates borrowers. The policy will indemnify demise of borrower as a result of default and any cause of death or permanent disability. Those to be covered will include: -

The Successful Tenderer will offer the services for a period of **twelve (12)** months renewable upon good performance.

The Scope of the Credit Life Scheme will be as described in the Details of Cover.

(2) OTHERS DETAILS

The Insurance Underwriting Company will be expected to: -

- (i) Structure policy cover in accordance with the tenders submitted.
- (ii) Confirm to KIE in writing of receipt of premiums remitted within **7** days of remittance.
- (iii) Ensure Policy Document and any Endorsement there-in is as in the Tender document and should not restrict cover by way of warranties or endorsements or special conditions subsequent to award. Should this occur, KIE shall call on the performance security.
- (iv) Ensure the policy document or endorsement is deposited with the Kenya Industrial Estates within fifteen **(15) days** of inception of cover.
- (v) Ensure prompt settlement of claims as will be agreed.

- (vi) Ensure that the sums insured under the policy are adjusted accordingly as directed by the **KIE** from time to time.
- (vii) Negotiate amicably on any other pertinent aspects that may arise during the term of the policy.
- (viii) Carry out Loss control surveys and make appropriate risk improvement recommendation to **KIE**.
- (ix) Such other services as may be related or ancillary to the due performance of the above Work.

(3) FACILITIES TO BE PROVIDED BY THE COMPANY

- (i) Provide information required for the Assignment within reasonable time of request.
- (ii) Provide timely comments and or documents prepared for the Assignment.
- (iii) Provide any such details as may be requested by tenderer/underwriter from time to time.
- (iv) Provide premises and facilitate meetings.
- (v) Facilitate and co-ordinate Loss Control Surveys.

(4) DUTIES AND RESPONSIBILITIES OF THE INSURANCE SERVICE PROVIDER

- (i) Providing the Services as specified in the Contract.
- (ii) Maintaining the confidentiality of all information concerning the Loans
- (iii) Maintaining documentation of services and provide written reports of services rendered in accordance with provision of the contract.
- (iv) Taking cognizance of the operative clause in the contract and notifying the KIE promptly of exclusions of what is not covered in the contract to minimize delays in claim settlement and disputes
- (v) Promptly carrying out assessments of reported losses or damages within the time frame stipulated in the contract.
- (vi) Any other duties and obligations arising in course of contract performance.

SECTION VI - DETAILS OF COVER

Below are the specific details of the Credit Life Insurance Cover for the KIE borrowers. The policy will indemnify demise of an employee arising from any cause of death.

1. Population: The cover will be for the borrowers of KIE.

2. Benefit Payable: During the period of cover, existing borrowers and any new borrowers, the benefit will be based on Total Outstanding Loans.

3 Beneficiary Nomination: Each borrower will nominate one or more beneficiaries. The benefit must be payable through KIE within a month on submission of the original death certificate.

4 Duration: The scheme will run for a period of one year effective from the date of contract agreement and may be renewed upon subject to satisfactory performance. The borrowers cover will cease immediately she/he fully services the Loan of KIE. It will also cease if the KIE fails to renew the cover after one year.

5 Waiting Period: The insurer must indicate the waiting period applicable to be eligible for the benefits.

6 Conditions and exclusions: All applicable conditions and exclusions relating to the Credit Life Additional Riders & Benefits: The insurance underwriter must include all the riders and benefit that form the Credit Life policy e.g. permanent total disability, critical illness etc.

7. A Standard loan schedule/calculator to tabulate insurance premiums for a maximum loan tenure of **96** months.

8. Group and individual loans disbursed during the time of the contract to their maturity.

STANDARD FORMS

Notes on the standard Forms

1. Form of Tender -The form of Tender must be completed by the tenderer and submitted with the tender documents. It must also be duly signed by duly authorized representatives of the tenderer

2. Price Schedule Form -The price schedule form must similarly be completed and submitted with the tender.

3. Contract Form- The contract form shall not be completed by the tenderer at the time of submitting the tender. The contract form shall be completed after contract award and should incorporate the accepted contract price.

4. Confidential Business Questionnaire Form- This form must be completed by the tenderer and submitted with the tender documents.

5. Tender Security Form - When required by the tender document the tenderer shall provide the tender security either in the form included hereinafter.

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 KIE.

7. Evaluation Response Form -These forms are intended to assist Tenderers respond to the tender. They should be completed as appropriate. The technical evaluation response form will be used for technical evaluation.

8. Tenderers Experience Requirement Form - This form should be completed by the tenderer and submitted with the tender documents as it will be used for evaluation.

9. Ethics and Integrity Pact. This form should be completed by the tenderer and submitted with the tender documents as it will be used for evaluation.

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PRICE SCHEDULE OF SERVICES

TECHNICAL SPECIFICATIONS (TOR)

Terms of Reference for Provision of Credit Insurance Cover

Kenya Industrial Estates wishes to procure **Credit Insurance**.

A schedule of all the outstanding secured and unsecured loans will be availed once tender is awarded.

The bidder is required to indicate the rate factor used in arriving at the quoted annual premium.

Must indicate applicable Excess: -

All exclusions must be listed

The selected provider shall ensure that controls and procedures are not unnecessarily bureaucratic and cumbersome. The information to be provided by tenderers shall be detailed and correct to the best of tenderers knowledge and any misrepresentation shall render the tender non-responsive.

Name of Tender: **PROVISION OF CREDIT LIFE ASSURANCE**

Tender Number: **KIE/TNO/05/2021-2022**

Based on the information contained in the Description of Services, Tenderers should provide a breakdown of costs in the format shown below. The premium payable should include all

Type of Loan	Percentage of premium to be charged	Number of year1,2,3etc
Group loans		1
		2
		3

Individual Loan		1
		2
		3.
Partnership Loans		1.
		2.
		3.
Limited Liability Company Loans		

3 **CONTRACT FORM OF AGREEMENT**

THIS AGREEMENT made the day of 20 between [Name of procurement entity] of [country of Procurement entity](hereinafter called “KIE”) of the one part and [name of tenderer] of [city and country of tenderer] (hereinafter called “the tenderer”) of the other part.

WHEREAS KIE invited tenders for provision of credit life cover] and has accepted a tender by the tenderer for the credit life cover in the sum of [Contract price in words and figures]

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Agreement, viz.:
 - (a) The Tender Form and the Price Schedule submitted by the 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 KIE Notification of award.
1. In consideration of the payments to be made by KIE to the tenderer as hereinafter mentioned, the tenderer hereby covenants with the KIE to provide the materials and spares and to remedy defects therein in conformity in all respects with the provisions of the Contract
2. Kenya Industrial Estates hereby covenants to pay the tenderer in consideration of the provision of the materials and spares 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 KIE)

Signed, sealed, delivered by _____ the _____ (for the tenderer)

in the presence of _____

4 **CONFIDENTIAL BUSINESS QUESTIONNAIRE**

You are requested to give the particulars indicated in Part 1 and either Part 2 (a), 2(b) or 2(c) whichever applied to your type of business.

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

Part 1 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 fullAge

Nationality.....Country of Origin

Citizenship details
.....

Part 2 (b) – Partnership

Given details of partners as follows

Name	Nationality	Citizenship details	Shares
1.			
2.			
3.			
4.			

Part 2 (c) – Registered Company

Private or Public

State the nominal and issued capital of company

Nominal Kshs.....

Issued Kshs.....

Given details of all directors as follows

Name	Nationality	Citizenship details	Shares
1.			
2.			
3.			
4.			

Date Signature of Candidate

5 **FORMAT OF TENDER SECURITY INSTRUMENT**

Whereas.....[Name of the tenderer] (hereinafter called “the tenderer”) has submitted its tender dated..... [Date of submission of tender] for the . [Name and/or description of the tender] (hereinafter called “the Tender”)

KNOW ALL PEOPLE by these presents that WE..... of [Name of Insurance Company] having our registered office at (hereinafter called “the Guarantor”), are bound unto[Name of Procuring Entity] (hereinafter called “the Procuring Entity”) in the sum of.....(Currency and guarantee amount) for which payment well and truly to be made to the said Procuring Entity, the Guarantor binds itself, its successors, and assigns by these presents.

Sealed with the Common Seal of the said Guarantor this ___day of _____ 20

THE CONDITIONS of this obligation are:

- 1. If after tender opening the tenderer withdraws his tender during the period of tender validity specified in the instructions to tenderers, Or
2. If the tenderer, having been notified of the acceptance of his tender by the Employer during the period of tender validity:

(a) fails or refuses to execute the form of Agreement in accordance with the Instructions to Tenderers, if required; or

(b) fails or refuses to furnish the Performance Security, in accordance with the Instructions to Tenderers;

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 two conditions, specifying the occurred condition or conditions.

This guarantee will remain in force up to and including thirty (30) days after the period of tender validity, and any demand in respect thereof should reach the Guarantor not later than the said date.

[Date]

[Signature of the Guarantor]

[Witness]

[Seal]

