



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

TENDER NO. KIE/TNO.04/2021-2022

DATE OF INVITATION:

**30TH NOVEMBER, 2021
AND
CLOSING/OPENING DATES:**

14TH DECEMBER, 2021

TENDER NO. KIE/TNO.04/2021-2022

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 FOR TENDERS

Date 30th November 2021

TENDER REF. NO. (KIE/TNO/05/2021-2022)

**TENDER NAME PROVISIONS OF GROUP LIFE INSURANCE COVER FOR
STAFF (UNDERWRITERS ONLY)**

- 1.1 The Kenya Industrial Estates invites sealed tenders from eligible candidates for staff Group Life Insurance Cover for a **period of One (1) year renewable for a further one year upon good Performance.**
- 1.2 Interested eligible candidates may obtain further information from and inspect the tender documents at (Kenya Industrial Estates, P.O Box 78029-00507 Nairobi at KIE HEADQUARTER, LIKONI/ Lusingeti Road during normal office working hours. **(8:00 AM-13:00PM and 2:00PM - 5.00PM).**
- 1.3 Prices quoted should be net inclusive of all taxes, and delivery costs, must be in Kenya Shillings and shall remain valid for **(120)** days from the closing date of the tender.
- 1.4 Completed tender documents are to be enclosed in plain sealed envelopes, marked with the tender number and name and be deposited in the Tender Box at the reception, those in bulk to be taken to the Managing Directors Office 2nd Floor or be addressed to;

**THE CEO/DIRECTOR
KENY INDUSTRIAL ESTATES
P.O.BOX 78029-00507
NAIROBI**

So as to be received on or before **14th December 2021 at 11:00 am.**

- 1.5 Tenders will be opened immediately thereafter in the presence of the Candidates representatives who choose to attend at **KIE CONFERENCE ROOM 2ND FLOOR.**

Note: The invitation for tenders may be modified provided that such a modification does not substantially alter the format.

SECTION II -**INSTRUCTION TO TENDERERS****Table of Clauses**

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SECTION II - INSTRUCTIONS TO TENDERERS

2.1. Eligible Tenderers

- 2.1.1 This Invitation for Tenders is open to all tenderers eligible as described in the Appendix to Instructions to Tenderers. Successful tenderers shall provide the services for the stipulated duration from the date of commencement (hereinafter referred to as the term) specified in the tender documents.
- 2.1.2 The procuring entity's employees, committee members, board members and their relatives (spouse and children) are not eligible to participate in the tender unless where specially allowed under section 131 of the Act.
- 2.1.3 Tenderers shall provide the qualification information statement that the tenderer (including all members of a joint venture and subcontractors) is not associated, or have been associated in the past, directly or indirectly, with a firm or any of its affiliates which have been engaged by the Procuring entity to provide consulting services for the preparation of the design, specifications, and other documents to be used for the procurement of the services under this Invitation for tenders.
- 2.1.4 Tenderers involved in the corrupt or fraudulent practices or debarred from participating in public procurement shall not be eligible.

2.2 Cost of Tendering

- 2.2.1 The Tenderer shall bear all costs associated with the preparation and submission of its tender, and the procuring entity, will in no case be responsible or liable for those costs. Regardless of the conduct or outcome of the tendering process
- 2.2.2 The Tender document can be downloaded free of charge from **KIE** website.
- 2.2.3 The procuring entity shall allow the tenderer to review the tender document free of charge.

2.3 Contents of Tender Document

- 2.3.1 The tender documents comprise the documents listed below and addenda issued in accordance with clause 2.5 of these instructions to tenderers.
- (i) Instructions to Tenderers
 - (ii) General Conditions of Contract
 - (iii) Special Conditions of Contract
 - (iv) Schedule of Requirements
 - (v) Details of Insurance Cover
 - (vi) Form of Tender
 - (vii) Price Schedules

- (ii) Contract Form
- (iii) Confidential Business Questionnaire Form
- (iv) Tender security Form
- (v) Performance security Form
- (vi) Insurance Company's Authorization Form
- (vii) Declaration Form
- (viii) Request for Review Form

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

2.4 Clarification of Tender Documents

2.4.1 A Candidate making inquiries of the tender documents may notify the Procuring entity by post, fax or by email at the procuring entity's address indicated in the Invitation for tenders. The Procuring entity will respond in writing to any request for clarification of the tender documents, which it receives not later than four (4) days prior to the deadline for the submission of the tenders, prescribed by the procuring entity. Written copies of the Procuring entities response (including an explanation of the query but without identifying the source of inquiry) will be posted in the Funds Website.

2.4.2 The procuring entity shall reply to any clarifications sought by the tenderer within 2 days of receiving the request to enable the tenderer to make timely submission of its tender.

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

2.5 Amendment of Tender Documents

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

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

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

2.6 Language of Tenders

2.6.1 The tender prepared by the tenderer, as well as all correspondence and documents relating to the tender exchanged by the tenderer and the Procuring entity, shall be written in English language. Any printed literature furnished by the tenderer may be written in another language provided they are accompanied by an accurate English translation of the relevant passages in which case, for purposes of interpretation of the tender, the English translation shall govern.

2.7 Documents Comprising the Tender

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

- (a) A Tender Form and a Price Schedule completed in accordance with paragraph 2.8, 2.9 and 2.10 below
- (b) Documentary evidence established in accordance with paragraph 2.1.2 that the tenderer is eligible to tender and is qualified to perform the contract if its tender is accepted.
- (c) Tender security furnished in accordance with paragraph 2.12 (if applicable)
- (d) Declaration Form.

2.8 Form of Tender

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

2.9 Tender Prices

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

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

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

2.10 Tender Currencies

2.10.1 Prices shall be quoted in Kenya Shillings

2.11 Tenderers Eligibility and Qualifications

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

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

2.12. Tender Security

- 2.12.1 The tenderer shall furnish, as part of its tender, a tender security for the amount and form specified in the Appendix to Instructions to Tenderers.
- 2.12.2 The **tender security shall be Kshs 100,000.00** in form of bid bond or bank guarantee from reputable firms
- 2.12.3 The tender security is required to protect the Procuring entity against the risk of Tenderer's conduct which would warrant the security's forfeiture, pursuant to paragraph 2.12.7
- 2.12.4 The tender security shall be denominated in Kenya Shillings or in another freely convertible currency, and shall be in the form
- a) A bank guarantee.
 - b) Such insurance guarantee approved by the Authority (PPRA).
- 2.12.5 Any tender not secured in accordance with paragraph 2.12.1. and 2.12.3 shall be rejected by the Procuring entity as non-responsive, pursuant to paragraph 2.20.5
- 2.12.6 Unsuccessful Tenderer's tender security will be discharged or returned as promptly as possible but not later than thirty (30) days after the expiration of the period of tender validity
- 2.12.7 The successful Tenderer's tender security will be discharged upon the tenderer signing the contract, pursuant to paragraph 2.29, and furnishing the performance security, pursuant to paragraph 2.30
- 2.12.8 The tender security may be forfeited:
- (a) if a tenderer withdraws its tender during the period of tender validity.
 - (b) in the case of a successful tenderer, if the tenderer fails:
 - (i) to sign the contract in accordance with paragraph 2.29 or
 - (ii) to furnish performance security in accordance with paragraph 2.30.
 - (c) If the tenderer reject correction of an arithmetic error in the tender.

2.13. Validity of Tenders

- 2.13.1 Tenders shall remain valid for **120 days** after date of tender opening pursuant to paragraph 2.18. A tender valid for a shorter period shall be rejected by the Procuring entity as non-responsive.
- 2.13.2 In exceptional circumstances, the Procuring entity may solicit the Tenderer's consent to an extension of the period of validity. The request and the responses thereto shall be made in writing. The tender security provided under paragraph 2.12 shall also be suitably extended. A tenderer granting the request will not be required nor permitted to modify its tender.

2.14. Format and Signing of Tenders

- 2.14.1 The tenderer shall prepare an original and a copy of the tender, clearly marking each “**ORIGINAL TENDER**” and “**COPY OF TENDER,**” as appropriate. In the event of any discrepancy between them, the original shall govern.
- 2.14.2 The original and all copies of the tender shall be typed (*paginated*) or written in indelible ink and shall be signed by the tenderer or a person duly authorized to bind the tenderer to the contract. All pages of the tender, except for un-amended printed literature, shall be initialed by the person or persons signing the tender.
- 2.14.3 The tender shall have no interlineations, erasures, or overwriting except as necessary to correct errors made by the tenderer, in which case such corrections shall be initialed by the person or persons signing the tender.

2.15 Sealing and Marking of Tenders

- 2.15.1 The tenderer shall seal the original and the copy of the tender in separate envelopes, duly marking the envelopes as “**ORIGINAL TENDER**” and “**COPY OF TENDER**”. The envelopes shall then be sealed in an outer envelope.
- 2.15.2 The inner and outer envelopes shall:
- (a) be addressed to the Procuring entity at the address given in the Invitation to Tender. bear tender number and name in the invitation to tender and the words, “**DO NOT OPEN BEFORE Tuesday 14th December,2021 at 11:00am.**”
- 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 Procuring entity will assume no responsibility for the tender’s misplacement or premature opening.

2.16. Deadline for Submission of Tenders

Tenders must be received by the Procuring entity at the address specified under paragraph 2.15.2 not later than **Tuesday 14th December,2021 at 11:00am.**

- 2.16.1 The Procuring entity may, at its discretion, extend this deadline for the submission of tenders by amending the tender documents in accordance with paragraph 2.5.3 in which case all rights and obligations of the Procuring entity and candidates previously subject to the deadline will thereafter be subject to the deadline as extended.
- 2.16.2 Bulky tenders which will not fit the tender box shall be received by the procuring entity as provided for in the appendix.

2.17. Modification and Withdrawal of Tenders

- 2.17.1 The tenderer may modify or withdraw its tender after the tender's submission, provided that written notice of the modification, including substitution or withdrawal of the tenders, is received by the Procuring entity prior to the deadline prescribed for submission of tenders.
- 2.17.2 The tenderer's modification or withdrawal notice shall be prepared, sealed, marked, and dispatched in accordance with the provisions of paragraph 2.15. a withdrawal notice may also be sent by fax or email but followed by a signed confirmation copy, postmarked no later than the deadline for submission of tenders.
- 2.17.3 No tender may be modified after the deadline for submission of tenders.
- 2.17.4 No tender may be withdrawn in the interval between the deadline for submission of tenders and the expiration of the period of tender validity. Withdrawal of a tender during this interval may result in the Tenderer's forfeiture of its tender security, pursuant to paragraph 2.12.7.

2.18. Opening of Tenders

The Procuring entity will open all tenders in the presence of tenderers' representatives who choose to attend, *Tuesday 14th December, 2021 at 11:00am.*

- 2.18.1 and in the location specified in the invitation for tenders. The tenderers' representatives who are present shall sign a register evidencing their attendance
- 2.18.2 The tenderers' names, tender modifications or withdrawals, tender prices, discounts, and the presence or absence of requisite tender security and such other details as the Procuring entity, at its discretion, may consider appropriate, will be announced at the opening.
- 2.18.3 The Procuring entity will prepare minutes of the tender opening, which will be submitted to tenderers that signed the tender opening register and will have made the request.

2.19 Clarification of Tenders

- 2.19.1 To assist in the examination, evaluation and comparison of tenders the Procuring entity may, at its discretion, ask the tenderer for a clarification of its tender. The request for clarification and the response shall be in writing, and no change in the prices or substance of the tender shall be sought, offered, or permitted.
- 2.19.2 Any effort by the tenderer to influence the Procuring entity in the Procuring entity's tender evaluation, tender comparison or contract award decisions may result in the rejection of the tenderers' tender.

2.20 Preliminary Examination and Responsiveness

- 2.20.1 The Procuring entity will examine the tenders to determine whether they are complete, whether any computational errors have been made, whether required sureties have been

furnished, whether the documents have been properly signed, and whether the tenders are generally in order.

2.20.2 Arithmetical errors will be rectified on the following basis. If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail, and the total price shall be corrected. If the candidate does not accept the correction of the errors, its tender will be rejected, and its tender security forfeited. If there is a discrepancy between words and figures, the amount in words will prevail

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

2.20.4 Prior to the detailed evaluation, pursuant to paragraph 2.20, the Procuring entity 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 Procuring entity's determination of a tender's responsiveness is to be based on the contents of the tender itself without recourse to extrinsic evidence.

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

2.21. Conversion to single currency

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

2.22. Evaluation and Comparison of Tenders

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

2.22.2 The Procuring entity's evaluation of a tender will take into account, in addition to the tender price, the following factors, in the manner and to the extent indicated in paragraph 2.22.3.

(a) operational plan proposed in the tender;

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

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

(a) Operational Plan

(i) The Procuring entity requires that the services under the Invitation for Tenders shall be performed at the time specified in the Schedule of Requirements.

Tenders offering to perform longer than the procuring entity's required delivery time will be treated as non-responsive and rejected.

(b) Deviation in payment schedule

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

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

2.23. Contacting the Procuring entity

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

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

2.24 Post-qualification

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

2.24.2 The determination will take into account the tenderer financial and technical capabilities. It will be based upon an examination of the documentary evidence of the tenderers qualifications submitted by the tenderer, pursuant to paragraph 2.11.2, as well as such other information as the Procuring entity deems necessary and appropriate

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

2.25 Award Criteria

2.25.1 Subject to paragraph 2.29 the Procuring entity will award the contract to the successful tenderer whose tender has been determined to be substantially responsive and has been

determined to be the lowest evaluated tender, provided further that the tenderer is determined to be qualified to perform the contract satisfactorily.

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

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

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

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

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

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

2.27 Notification of Award

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

2.27.2 The notification of award will signify the formation of the contract subject to the signing of the contract between the tenderer and the procuring entity pursuant to clause 2.9. Simultaneously the other tenderers shall be notified that their tenders were not successful.

2.27.3 Upon the successful Tenderer's furnishing of the performance security pursuant to paragraph 2.29 the Procuring entity will promptly notify each unsuccessful Tenderer and will discharge its tender security, pursuant to paragraph 2.12

2.28 Signing of Contract

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

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

2.28.3 The contract will be definitive upon its signature by the two parties.

2.28.4 The parties to the contract shall have it signed within 30 days from the date of notification of contract award unless there is an administrative review request.

2.29 Performance Security

2.29.1 The successful tenderer shall furnish the performance security in accordance with the Conditions of Contract, in a form acceptable to KIE.

2.29.2 Failure by the successful tenderer to comply with the requirement of paragraph 2.29 or paragraph 2.30.1 shall constitute sufficient grounds for the annulment of the award and forfeiture of the tender security, in which event the KIE may make the award to the next lowest evaluated tender or call for new tenders.

2.30 Corrupt or Fraudulent Practices

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

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

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

Appendix to instructions to Tenderers

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

Instruction to tender reference	Particulars of Appendix to instructions to tenderers
2.1	Open to Underwriters Insurance services companies only-
2.11	As indicated on the evaluation criteria table
2.12.1 – Tender Security	Tender security/bid bonds of Kshs. 100,000.00 of the tender sum, valid for Ninety(120) Days
2.12.4	Form of tender security- tender security shall be in the form of bank guarantee or bid bond from a reputable insurance company approved by the Authority (PPRA).
2.15.2 (b)	Day, date, and time of tender closing Tuesday 14th December,2021 at 11:00am.

2.16.1	As 2.15.2 (b) above <i>Tuesday 14th December,2021 at 11:00am.</i>
2.16.3	Bulky tenders that will not fit in the tender box shall be delivered to the procurement unit and will be signed.
2.18.1	As 2.15.2 (b) above
2.2.2	Price to be charged for tender document – No charges, download free from the Kenya Industrial Estate website (www.kie.co.ke)
2.22 – The evaluation criteria	See (B) (C) & (D) below

TECHNICAL SPECIFICATIONS (TOR)

Terms of Reference for Provision of Group Life Insurance Cover

Kenya Industrial Estates wishes to procure **Group Life Insurance** for its staff.

KIE currently has **215** staff based at head office and field; however, this number is expected to grow hence the cost of additional staff will be prorated. KIE has set aside funds for the provision of **Group Life Insurance** for its staff during the financial year **2021/2022**. The approximate annual basic salary is **KSHS. 146,735,856.00**

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.

	STAFF NUMBER	MONTHLY BASIC SALARY	ANNUAL BAIC SALARY
1	01315	24662	295944
2	01321	22002	264024
3	01355	24662	295944
4	01391	24662	295944
5	1461	24662	295944
6	1462	23232	278784
7	1464	24662	295944
8	1465	24662	295944
9	1466	24662	295944
10	01220	29313	351756
11	01360	34452	413424
12	01368	29313	351756
13	1463	25563	306756
14	1527	31500	378000
15	1529	31500	378000
16	1530	31500	378000
17	1547	31500	378000
18	1548	31500	378000
19	01107	34452	413424
20	01115	34452	413424
21	01171	34452	413424
22	01283	34452	413424
23	01338	34452	413424
24	01359	34452	413424
25	01372	34452	413424
26	01380	34452	413424
27	0966	34452	413424
28	1444	34452	413424
29	1446	34452	413424
30	1459	34452	413424

31	1487	34452	413424
32	1488	34452	413424
33	1528	36600	439200
34	1536	36600	439200
35	1537	36600	439200
36	1538	36600	439200
37	1539	36600	439200
38	1543	30782	369384
39	1551	30782	369384
40	1555	32622	391464
41	1558	30782	369384
42	1575	32622	391464
43	1610	32622	391464
44	1612	34452	413424
45	E1445	34452	413424
46	E1452	34452	413424
47	01057	39690	476280
48	01135	38070	456840
49	01159	38070	456840
50	01244	38070	456840
51	01257	38070	456840
52	01276	38070	456840
53	01277	38070	456840
54	01278	38070	456840
55	01281	38070	456840
56	01282	39690	476280
57	01317	38070	456840
58	01348	38070	456840
59	01358	41590	499080
60	0628	38070	456840
61	0699	38070	456840
62	0716	38070	456840
63	0818	38070	456840
64	0879	38070	456840
65	1404	39690	476280
66	1408	41590	499080
67	1550	35360	424320
68	1553	35360	424320
69	1554	35360	424320
70	1556	38070	456840
71	1559	35360	424320
72	1560	35360	424320
73	1563	35360	424320
74	1566	38070	456840
75	1570	35360	424320
76	1571	35360	424320
77	1572	35360	424320

78	1573	35360	424320
79	1574	35360	424320
80	1588	41590	499080
81	1591	41590	499080
82	1592	41590	499080
83	1595	41590	499080
84	1600	39690	476280
85	01034	44090	529080
86	01054	44090	529080
87	01063	45880	550560
88	01150	44090	529080
89	01160	45880	550560
90	01227	45880	550560
91	01240	22045	264540
92	01246	44090	529080
93	01247	45880	550560
94	01248	45880	550560
95	01249	44090	529080
96	01272	45880	550560
97	01275	44090	529080
98	01324	44090	529080
99	01349	44090	529080
100	01357	45880	550560
101	01367	45880	550560
102	01376	40000	480000
103	01379	44090	529080
104	01383	42560	510720
105	01397	45880	550560
106	01398	45880	550560
107	01399	44090	529080
108	0700	44090	529080
109	0788	45880	550560
110	0789	45880	550560
111	0876	44090	529080
112	1420	45880	550560
113	1421	45880	550560
114	1422	45880	550560
115	1426	45880	550560
116	1428	45880	550560
117	1456	45880	550560
118	1457	45880	550560
119	1476	45880	550560
120	1490	45880	550560
121	1500	45880	550560
122	1501	44090	529080
123	1502	44090	529080
124	1518	45880	550560

125	1520	45880	550560
126	1531	45880	550560
127	1534	45880	550560
128	1535	45880	550560
129	1546	40000	480000
130	1552	40000	480000
131	1564	45880	550560
132	1576	40000	480000
133	1578	40000	480000
134	1580	45880	550560
135	1581	45880	550560
136	1583	45880	550560
137	1585	45880	550560
138	1593	45880	550560
139	1614	44090	529080
140	E1414	45880	550560
141	E1430	45880	550560
142	E1448	45880	550560
143	E1499	44090	529080
144	01152	55840	670080
145	01156	55840	670080
146	01210	55840	670080
147	01215	48890	586680
148	01232	55840	670080
149	01307	48890	586680
150	01361	45970	551640
151	01378	55840	670080
152	01382	53280	639360
153	01396	55840	670080
154	0675	55840	670080
155	0959	55840	670080
156	1415	48890	586680
157	1416	55840	670080
158	1417	55840	670080
159	1494	51090	613080
160	1513	47440	569280
161	1516	51090	613080
162	1519	51090	613080
163	1533	51090	613080
164	1565	53280	639360
165	1568	53280	639360
166	1597	48890	586680
167	E1441	55840	670080
168	01039	65290	783480
169	01064	60180	722160
170	01289	65290	783480
171	01290	63895	766740

172	01295	57940	695280
173	01323	65290	783480
174	01362	57940	695280
175	0856	65290	783480
176	0924	60180	722160
177	1411	65290	783480
178	1424	57940	695280
179	1472	60180	722160
180	1567	65290	783480
181	1569	65290	783480
182	1582	65290	783480
183	1589	65290	783480
184	1603	65290	783480
185	1611	62500	750000
186	E1429	63895	766740
187	01100	103894	1246728
188	01345	95107	1141284
189	0807	99157	1189884
190	0881	99157	1189884
191	E1431	88347	1060164
192	01097	102268	1227216
193	01353	102268	1227216
194	1435	105398	1264776
195	1437	102268	1227216
196	01203	123780	1485360
197	01218	144928	1739136
198	01302	123780	1485360
199	01393	123780	1485360
200	0990	123780	1485360
201	1542	144928	1739136
202	1562	144928	1739136
203	01186	145050	1740600
204	01194	180660	2167920
205	01212	180660	2167920
206	0776	180660	2167920
207	0813	180660	2167920
208	1483	180660	2167920
209	1525	180660	2167920
210	1549	180660	2167920
211	1615	145050	1740600
212	1616	160530	1926360
213	1617	120270	1443240
214	1618	180660	2167920
215	1541	400000	4800000
	GRAND TOTAL	12227988	146735856

SCOPE OF SERVICES

Benefit Type	Level of Cover
Death in service	5 x Annual Salary
Permanent Total Disability	5 x Annual Salary
Last Expense - Main member	KES. 200,000.00
Critical illness	30% of the death benefit, max Kes 10M
Grief & Bereavement Counselling	KES. 10,000
Last Expense-Declared Spouse	KES. 150,000
Last Expense-Declared Children	KES. 150,000
Free Cover Limit	KES 15,000,000
No of members	215
Annual salary	KES 146,753,856

A. GROUP LIFE INSURANCE COVER

This policy is meant to cover all employees in case of death while in service from any cause. The value of the expected premium will be based on their 5 years' basic salary. The number to be covered by this policy shall be adjusted as and when a new member of staff is employed.

i. The cover shall cover for the following benefits:

- Death in service benefit to a staff member - 5 * annual basic salary
- Total Permanent Disability - 5 * annual basic salary
- Last Expense – Kshs 200,000 for staff, Kshs 150,000 for spouse, Kshs 150,000 for Children
- Critical illness -30% of GLP Sum Assured subject to a maximum of 10 Million. There should no waiting period and no exclusion on pre-existing conditions
- Free cover limit – Kshs 15 million
- The scope of the cover is 24 hours worldwide
- No restriction on death because of medical non-compliance
- No waiting period and no exclusions for pre-existing conditions, suicide, passive war, terrorism, Invasion, Act of Foreign Enemy, Hostility or Warlike operation, Civil War, Rebellion, Revolution, Insurrection, Military or usurped power or popular rising martial law, strike, riot, civil commotion, or mutiny at no additional cost.
- Documentation expenses of the insured persons must be within 24 hours pending
- Death claim submission period 12 months from date of death
- Risk management e.g. providing members with information on emerging health issues and preventive measures
- Free grief and bereavement counseling

Evaluation on Mandatory Requirements for The Proposed Insurance Company Criteria (UNDERWRITERS ONLY)

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 3 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 Income under General Insurance above Kshs 5 billion for the year 2020 . (<i>Reference will be Proof from IRA Reports ,2020</i>)
17.	Must have paid up capital of business of Kshs 500 Million (<i>Reference will be Proof from (Audited Accounts) for the year 2020</i>)

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 Group life schemes served within the last Two years with a staff population of not less than 300 (Three hundred) or, tender sum each worth a minimum of Ksh.3 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 of employee population covered, telephone and email contacts for the officer in charge of the scheme.</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>	<p>8</p>
<p>Terms and conditions in provision of the service</p>	<p>Underwriters shall provide the full terms and conditions of providing the Group 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) - 10 Marks • Suitability of cover value adds – 10 Marks 		<p>20</p>
<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> <p>AA+ - 10 marks</p> <p>AA - 8 marks</p> <p>AA – 6 marks</p> <p>A+ - 4 marks</p>		<p>10</p>
<p>Financial Resources</p>	<p>Financial Ratios to be Evaluated based on information in the three years’ accounts provided:</p> <ul style="list-style-type: none"> • Cash and Cash Equivalent • Total Assets • Current Assets/Current Liabilities 		<p>15</p>
	<p>Annual premiums trend for the specified three years:</p> <ul style="list-style-type: none"> • 2018 • 2019 • 2020 		<p>12</p>
<p>Statutory paid up Capital</p>	<p>Must State Statutory paid-up Capital of (Kshs 500,000,000)</p>		<p>5</p>
<p>Implementation plan</p>	<p>Provide an operational plan on how you intend to implement the scheme.</p>		<p>15</p>
<p>MAXIMUM SCORE</p>			<p>100</p>

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

SECTION III - GENERAL CONDITIONS OF CONTRACT

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SECTION III GENERAL CONDITIONS OF CONTRACT

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 tenderer including any documents, which the tenderer is required to provide to the Procuring entity under the Contract.
- (d) “The Procuring entity” means the organization procuring the services under this Contract
- (e) “The Contractor” means the organization or firm providing the services under this Contract.
- (f) “GCC” means the General Conditions of Contract contained in this section.
- (g) “SCC” means the Special Conditions of Contract
- (h) “Day” means calendar day

3.2. Application

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

3.3. Standards

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

3.4. Use of Contract Documents and Information

- 3.4.1 The Contractor shall not, without the Procuring entity's prior written consent, disclose the Contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the Procuring entity in connection therewith, to any person other than a person employed by the contractor in the performance of the Contract.
- 3.4.2 The Contractor shall not, without the Procuring entity's prior written consent, make use of any document or information enumerated in paragraph 2.4.1 above.
- 3.4.3 Any document, other than the Contract itself, enumerated in paragraph 2.4.1 shall remain the property of the Procuring entity and shall be returned (all copies) to the Procuring entity on completion of the contract's or performance under the Contract if so required by the Procuring entity.

3.5. Patent Rights

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

3.6 Performance Security

- 3.6.1 Within twenty-eight (28) days of receipt of the notification of Contract award, the successful tenderer shall furnish to the Procuring entity the performance security where applicable in the amount specified in SCC
- 3.6.2 The proceeds of the performance security shall be payable to the Procuring entity as compensation for any loss resulting from the Tenderer's failure to complete its obligations under the Contract.
- 3.6.3 The performance security shall be denominated in the currency of the Contract, or in a freely convertible currency acceptable to the Procuring entity and shall be in the form of:
 - a) A bank guarantee.
 - b) Such insurance guarantee approved by the Authority (PPRA)
 - c) Letter of credit.
- 3.6.4 The performance security will be discharged by the Procuring entity and returned to the Candidate not later than thirty (30) days following the date of completion of the Contractor's performance of obligations under the Contract, including any warranty obligations, under the Contract.

3.7. Delivery of services and Documents

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

3.8. Payment

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

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

3.9. Prices

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

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

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

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

3.10. Assignment

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

3.11. Termination for Default

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

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

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

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

3.12. Termination for Insolvency

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

3.13. Termination for Convenience

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

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

3.14 Resolution of Disputes

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

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

3.15. Governing Language

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

3.16. Applicable Law

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

3.17 Force Majeure

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

3.18 Notices

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

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

SECTION IV - SPECIAL CONDITIONS OF CONTRACT

Notes on Special Conditions of Contract

1. The clauses in this section are intended to assist the procuring entity in providing contract-specific information in relation to corresponding clauses in the General Conditions of Contract
2. The Provisions of Section IV complement the General Conditions of Contract included in Section III, specifying contractual requirements linked to the special circumstances of the procuring entity and the insurance cover required. In preparing Section IV, the following aspects should be taken into consideration.
 - (a) Information that complement provisions of Section III must be incorporated; and
 - (b) Amendments and/or supplements to provisions of Section III, as necessitated by the circumstances of the specific insurance cover required must also be incorporated.
3. Where there is a conflict between the provisions of the special conditions of contract and the provisions of the general conditions of contract, the provisions of the special conditions of contract shall prevail over the provisions of the general conditions of contract.
4. Any clause to be included in this section must be consistent with the applicable public procurement law and regulations.

SECTION IV – SPECIAL CONDITIONS OF CONTRACT

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

Reference of general conditions of contract	Special condition of contract
3.6 Performance security	Performance security is a requirement for this tender and the and the successful tenderer will be required to submit performance security at the rate of 5% of the total tender sum prior to contract signing.
3.7 Delivery of Services – Duration of cover	One year contract.
3.8 Payment	Annual premium will be paid once at the beginning of the policy
3.9 Price adjustment	No variation in or modification to the terms of contract shall be made except by written amendments signed by the parties.
3.16 Applicable law	Laws of Kenya
3.18 Notices	Kenya Industrial Estates P.O Box 78029-00507 Nairobi.

SECTION V - SCHEDULE OF REQUIREMENTS

Notes for preparing Schedule of Requirements.

1. The schedule of Requirements shall be included in the tender documents by the procuring entity and shall cover, at the minimum, a description of the insurance cover to be provided and full particulars of the same.
2. The objectives of the schedule of requirements is to provide sufficient information to enable tenderers to prepare their tenders comprehensively, efficiently and accurately. In particular, the price schedule for which a form is provided in Section VI must be carefully completed.
3. In addition, the schedule of requirements together with the price schedule should serve as a basis in the event of services variation at the time of award of contract pursuant to instruction to tenderers paragraph 2.26

SECTION VI - SCHEDULE OF REQUIREMENTS

1. (DETAILS OF INSURANCE COVERS)

No.	Particulars of Insurance	Value to be insured	Risks to be covered
1.	Group Life insurance cover	As per the specification indicated	As per the specification/Terms of references.
2.			
3.			

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

Form Of Tender

To: _____
Name and address of procuring entity

Date _____
Tender No. _____
Tender Name _____

Gentlemen and/or Ladies:-

1. Having examined the Tender documents including Addenda No. (Insert numbers) the receipt of which is hereby duly acknowledged, we the undersigned, offer to provide Insurance Services under this tender in conformity with the said Tender document for the sum of

.....
[Total Tender amount in words and figures]
or such other sums as may be ascertained in accordance with the Schedule of Prices attached herewith and made part of this Tender.

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

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

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

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

Dated this _____ day of _____ 2021

[Signature]

[In the capacity of]

Duly authorized to sign tender for and on behalf of _____

Price Schedule Form

ITEM NO.	DESCRIPTION OF INSURANCE COVER	TOTAL PREMIUM (KSHS.)
1.		
2.		
3.		
4.		
5.		

Contract Form

THIS AGREEMENT made the day of 20 between of Procurement entity] of [country of _____ [name Procurement entity] (hereinafter Procuring entity”) of the one part and [name of tenderer] called “the of [city and country of tenderer] (hereinafter called “the tenderer”) of the other part:

WHEREAS the Procuring entity invited tenders for the GPA cover and has accepted a tender by the tenderer for the supply of the services in the sum of _____ [contract price in words in figures] (hereinafter called “the Contract Price”).

NOW THIS AGREEMENT WITNESSTH AS FOLLOWS:-

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

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

Signed, sealed, delivered by _____ the _____ (for the Procuring entity)

Signed, sealed, delivered by _____ the _____ (for the tenderer) in the presence of _____

CONFIDENTIAL BUSINESS QUESTIONNAIRE

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

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

Part _____ General:

Business Name

.....

Location of business premises

.....

Plot No. Street/Road

.....

Postal Address Tel. No.Fax

Email

Nature of business

Registration Certificate No.

Maximum value of business which you can handle at any one time Kshs.

Name of your bankers Branch

Part 2(a) – Sole Proprietor:

Your name in full Age

Nationality Country of origin

Citizenship details.....

Part 2(b) – Partnership

Give details of partners as follows

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

Part 2(c) – Registered Company:

Private or public

State the nominal and issued capital of the company –

Nominal Kshs..

Issued Kshs.....

Give details of all directors as follows

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

Date..... Signature of Tenderer

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

TENDER SECURITY FORM

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

KNOW ALL PEOPLE by these presents that WE [*name of bank*] of [*name of country*], having our registered office at [*name of procuring entity*] (hereinafter called <the procuring entity> in the sum of [*state the amount*] for which payment well and truly to be made to the said procuring entity, the Bank binds itself, its successors, and assigns by these presents. Sealed with the Common Seal of the said Bank this _____ day of _____ 20 ____

THE CONDITIONS of this obligation are:-

1. If the tenderer withdraws its tender during the period of tender validity specified by the procuring entity on the Form; or
2. If the tender, having been notified of the acceptance of its tender by the procuring entity during the period of tender validity
 - (a) fails or refuses to execute the Contract Form, if required; or
 - (b) fails or refuses to furnish the performance security, in accordance with the Instructions to tenders.

We undertake to pay to the procuring entity up to the above amount upon receipt of its first written demand, without the procuring entity having to substantiate its demand, provided that in its demand the procuring entity will note that the amount claimed by it is due to it, owing to the occurrence of one or both of the conditions, specifying the occurred condition(s)

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

[Authorized Signatories and official stamp of the Bank]

(Amend accordingly if provided by Insurance Company)

PERFORMANCE SECURITY FORM

To:
[Name of procuring entity]

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

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

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

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

This guarantee is valid until the _____ day of _____ 20 ____

Signature and seal of the Guarantors

[Name of bank of financial institution]

[Address]

[Date]

(Amend accordingly if provided by Insurance Company)

LETTER OF NOTIFICATION OF AWARD

Address of Procuring Entity

To: _____

RE: Tender No. _____

Tender Name _____

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

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

(FULL PARTICULARS) _____

SIGNED FOR ACCOUNTING OFFICER

FORM RB 1
REPUBLIC OF KENYA
PUBLIC PROCUREMENT ADMINISTRATIVE REVIEW BOARD

APPLICATION NO.....OF.....20.....

BETWEEN

.....APPLICANT

AND

.....RESPONDENT (*Procuring Entity*)

Request for review of the decision of the..... (*Name of the*
Procuring Entity) of

.....dated the...day of20.....in the matter of Tender No.....of
.....20...

REQUEST FOR REVIEW

I/We.....,theabove named Applicant(s), of address: Physical address.....Fax No.....Tel. No.....Email, hereby request the Public Procurement Administrative Review Board to review the whole/part of the above mentioned decision on the following grounds , namely:-

- 1.
- 2.
- etc.

By this memorandum, the Applicant requests the Board for an order/orders that: - 1.

- 2.
- etc

SIGNED(Applicant)

Dated on..... day of/...20...

FOR OFFICIAL USE ONLY

Lodged with the Secretary Public Procurement Administrative Review Board on day of20.....

SIGNED
Board Secretary.