



**STANDARD TENDER DOCUMENT FOR PROVISION OF GROUP
CREDITORS INSURANCE (LOAN GUARD) SERVICES**

TENDER NO: JSCS/001/NOV /2024

JAMII SACCO COURT SOUTH B

P.O BOX 57929-00200

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NAIROBI, KENYA

NOVEMBER 2024

TENDER DOCUMENT FOR
PROVISION OF GROUP CREDITOR INSURANCE COVER FOR THE FINANCIAL YEAR 2025

TENDER NO. JSCS/001/NOV/2024

CLOSING DATE: 6TH NOVEMBER,2024

Jamii Sacco Ltd
Jamii Sacco Court Mukenia Road South B
P.O. Box 57929 -00200
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SECTION I - INVITATION TO TENDER

Date: 1st November,2024

TENDER REF.NO. JCSCS /001/NOV /2024

TENDER NAME: PROVISION OF GROUP CREDITOR INSURANCE COVER

1.1 The Jamii Sacco Ltd is a Deposit Taking Sacco licensed by SASRA.

The Jamii Sacco Ltd invites sealed tenders from eligible Medical Insurance Underwriters (Brokerage not allowed to provide Group Medical Insurance Cover for its employees and Board members.

1.2 Interested eligible candidates may obtain a complete set of tender documents by downloading from Jamii Sacco www.jamiisacco.com free of charge.

1.3 Prices quoted should be net inclusive of all taxes, and delivery costs, must be in Kenya Shillings and shall remain valid for 90 days from the closing date of the tender.

1.4 Completed tender documents enclosed in plain sealed envelopes and clearly marked with the tender number, tender name should be addressed and sent to:

Chief Executive Officer
Jamii Sacco Court Mukenia Road South B
P.O. Box 57929 -00200
Tel :(+254)(020) 7903200, Mobile 254712852762,254715961545

OR be deposited in the Tender box located at procurement office on the Ground Floor Jamii Sacco Court Mukenia Road South B, so as to be received on or before 12th November,2024 at 12.00 Noon.

1.5 Tenders will be opened immediately thereafter in the presence of the candidates representatives who choose to attend at Jamii Sacco conference hall located on 1st Floor of Jamii Sacco court ,Mukenia Road south B

SECTION II - INSTRUCTION TO TENDERERS

2.1. Eligible Tenderers

2.11 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.

2.12 The Jamii Sacco Employees, 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.

2.13 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 Engineers Board of Kenya 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.

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

2.2 Cost of Tendering

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

2.3 Contents of Tender Document

2.31 The tender documents comprise the documents listed below and addenda issued in accordance with clause 2.5 of these instructions to tenderers.

- (i) Instructions to Tenderers
- (ii) General Conditions of Contract
- (iii) Special Conditions of Contract
- (iv) Schedule of Requirements
- (v) Details of Insurance Cover
- (vi) Form of Tender
- (vii) Price Schedules
- (viii) Contract Form
- (ix) Confidential Business Questionnaire Form
- (x) Tender security Form
- (xi) Performance security Form

- (xii) Insurance Company's Authorization Form
- (xiii) Declaration Form

2.32 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

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

who have received the tender documents.

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

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

2.5 Amendment of Tender Documents

25.1 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 an addendum.

25.2 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.

25.3 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

26.1 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 not exceed 2 per cent of the tender price.
- 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) Cash
 - b) A bank guarantee.
 - c) Such insurance guarantee approved by the Authority.
 - d) Letter of credit.
- 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 90 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 or written in indelible ink and shall be signed by the tenderer or a person or persons duly authorized to bind the tenderer to the contract. All pages of the tender, except for un-amended printed literature, shall be initialed by the person or persons signing the tender.

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

2.15 Sealing and Marking of Tenders

2.15.1 The tenderer shall seal the original and the copy of the tender in separate envelopes, duly marking the envelopes as "ORIGINAL TENDER" and "COPY OF TENDER". The envelopes shall then be sealed in an outer envelope.

2.15.2 The inner and outer envelopes shall:

- (a) Be addressed to the Jamii Sacco Ltd 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

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

2.16.1 Tenders must be received by the Procuring entity at the address specified under paragraph 2.15.2 not later than 8th November, 2024 at 12.00 Noon

2.16.2 The Procuring entity may, at its discretion, extend this deadline for the submission of tenders by amending the tender documents in accordance with 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.

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

2.17. Modification and Withdrawal of Tenders

2.17.1 The tenderer may modify or withdraw its tender after the tender's submission, provided that written notice of the modification, including substitution or withdrawal of the tenders, is received by the Procuring entity prior to the deadline prescribed for submission of tenders.

2.17.2 The tenderer's modification or withdrawal notice shall be prepared, sealed, marked and dispatched in accordance with the provisions of paragraph 2.15. Withdrawal notice may also be sent by fax or email but followed by a signed confirmation copy, postmarked not later than the deadline for submission of tenders.

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

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

2.18. Opening of Tenders

2.18.1 The Procuring entity will open all tenders in the presence of tenderers' representatives who choose to attend, on 12th November 2024 at 12.00 Noon 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 tenderer's 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 who 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 his 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 the Procuring entity.

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 Procuring entity may make the award to the next lowest evaluated tender or call for new tenders.

2.30 Corrupt or Fraudulent Practices

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

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

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

APPENDIX TO INSTRUCTIONS TO TENDERERS

The following information for the procurement of Medical 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.

Provisions in the Appendix to instructions to Tenderers

Instruction to tender reference	Particulars to Appendix to instructions to Tenderers
2.1.1	Eligible Group creditor Insurance Underwriters (Brokerage not allowed). This are underwriting companies licensed by Insurance Regulated Authority to transact business in Kenya.
2.12 Tender Security	Kshs. 100,000/= in form of Bank guarantee and in the format provided in the tender document. The tender security shall be valid for 90 days from the date of Tender Opening.
2.14.1 Number of Copies Tender Documents Required	One original and 1 replica copy properly bound. And a soft Copy on CD-Rom.
2.15.2 (b) State day, date and time of tender closing	Tuesday 12 th November, 2024 at 12.00 noon
2.16.3 Tender documents	To be delivered at the tender box, at Procurement Office, Jamii Sacco, Jamii Sacco Court , ground floor Mukenia road south B.
2.18.1 Tender opening	12 th November, 2024 at 12.00 noon
2.22 The evaluation criteria	See below under criteria for evaluation.
2.29 Performance security	10% of the tender sum in form of Bank guarantee and in the format provided in the tender document only.

CRITERIA OF EVALUATION

The proposal will be evaluated in three stages as follows:-

A) Stage one Mandatory Requirements:

	MANDATORY REQUIREMENTS	Submitted? (YES/NO)
a.	Submit a tender security of Kshs. 100,000 valid for after the date of Tender Opening.(submit in a separate envelope)	
b.	All pages must serialized sequentially and including the attachment .Thisapplies both original and copy	
c.	Must submit a dully filled up self-declaration form in the format provided	
d.	Must be registered with the Insurance Regulatory Authority for the year 2023 as Insurance Provider /Underwriter and a copy of the current license must be submitted.	
e.	Registration as a member of the Association of Kenya Insurers (AKI) for the current year (submit copy of registration certificate)	
f.	Submit a copy of Valid ¤t Tax Compliance Certificate from Kenya Revenue Authority	
g.	Submit a Copy of the bidder's Certificate of Incorporation / Registration	
h.	Must submit evidence of the firm location e.g(single business permit, latest utility bill ,Title /lease)	
i.	Must submit a list of five(5) reputable clients and the total clients premiums for the previous year	
j.	Duly completed Confidential Business Questionnaire Form	
k.	Duly completed, signed and stamped form of tender	
l.	Submit a copy of Audited accounts for the latest three (3) financial years (2021-2023)	
m.	Must have a paid up capital of at least 50 million	
n.	The Bidder must submit a detailed schedule enumerating the following:- i. Full details of what their cover provides ii. Full details of what their cover excludes Please refer to pages from 26 to 32 of this Tender document.	
o.	Bidder must fill the Price Schedule in the format provided in the tender document.	

NB:

Bidders must meet all the mandatory requirements at stage one to qualify for stage two -technical evaluation. Bidders who do not meet the mandatory requirements will not proceed to the Technical evaluation stage and will be adjudged unresponsive.

B) Stage Two: Technical Evaluation (Total score points 100)

2.	TECHNICAL EVALUATION CRITERIA	Maximum Score
a)	Evidence of having undertaken similar services (Group Creditors Insurance/Loan guard Services) for atleast 5 clients for the last 5 years giving the total premiums for each. Similar clients means clients with Annual premiums of 5 Million and above in Group Creditors Insurance services. Attach Clients engagement(Contract,LPO/Award letter)and also give contact person and telephone(4 points each)	20
b)	Provide Qualification and experience of at least 3 professional staff proposed in the team. List of staff and specify portfolio/task allocated. Attach CVs and copies of educational & Professional Certificates, Certified by the Bidding company. Staff must be professional qualified and have experience of 5 years.(4 points)	10
c)	Suitability of the proposed scheme Illustrate in a narrative form the suitability of the scheme including free riders and responsiveness of claim settlement, IT scheme to provide accurate information to administer the scheme, flexibility and convenience.Provide details of any added benefits and applicability above the Sacco's Requirements. The proposals must be responsive to the requirements (information shall be confirmed by the Sacco from applicable references.	25
d)	Exclusions (Provided in the cover will be evaluated. The fewer the exclusions The higher the score)	10
e)	Scheme Administration (Enumerate) including claim payment period	10
f)	Claim settlement requirements	10
h)	Financial capability of the underwriter Provide audited accounts for the last three years showing paid up capital of at least 50 million Kshs 50 million -100 million 2 points Kshs 101-200 Million 5 Points Over 200 Million -8 points	15
	TOTAL TECHNICAL SCORE	100

To qualify for financial evaluation the bidder must score a minimum of 70 points at the Technical Evaluation stage (above).

FINANCIAL EVALUATION

The pass mark for the Technical evaluation will be 70 points.

Please note -Low marks (below 15 points) under responsiveness criteria (Part C of technical evaluation) lead to a qualified disqualification. All bidders that will have attained those points will have their financial proposals evaluated.

The weight given to the technical proposal (T) will be

0.7 Stage Three: Financial Evaluation

The Tender Evaluation committee will determine whether the financial proposals are complete. The cost of items not priced shall be assumed to be included in other costs in the proposal. In all cases the total price of the financial proposal as submitted shall prevail.

The formulae for determining the Financial score (SF) shall be as follows: - $SF=100 \times FM/F$ where SF is the Financial score; FM is the lowest priced Financial proposal and F is the price of the Proposal under consideration

The weight given to the financial proposal (P) will be

0.3 Combined weighted score

Proposals will be ranked according to their combined technical (st) and financial (sf) scores using the weights (T= the weight given to the technical proposal= the weight given to the financial proposal; $T+P=1$)

The combined technical and financial score ,S, is calculated as follows:- $S= st \times T\% + sf \times P\%$ The successful firm will be the firm that achieves the highest combined technical and financial score and may be invited for negotiations.

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 Jamii Sacco Ltd 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 Jamii Sacco 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.
- 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

3.1.1 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.

3.1.2 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 provision of Section IV complement the General condition of the 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 provision of Section III must be incorporated; and
- b) Amendments and/or supplements to provision 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 provision of the special conditions of contract and the Provisions of the general conditions of the contract, the provisions of the special conditions of Contract shall prevail over the provisions of the general contract.

4 Any clause to be included in this section must be consistent with the applicable public procurement laws and regulations

SECTION IV - SPECIAL CONDITIONS OF CONTRACT

Special conditions of Contract shall supplement the General condition of Contract. Whenever there is conflict, the provisions herein shall prevail over those in the General Conditions of Contract.

Reference of general conditions of contract	Special condition of contract
3.6 Performance Security	Within Fourteen (14) days of receipt of the notification of Contract award, the successful tenderer shall furnish Jamii Sacco Ltd with a performance security of an amount equivalent to 10% of the total contract price.
3.7 Delivery of Services	For a Contract period of 12 months with an option of renewal for an additional 12 months subject to Satisfactory Performance, Kenya Law’s approval and availability of funds.
3.8 Payment	Shall be made within 30 days Upon receipt of Invoices/claims
3.16 Applicable law	The Laws of Kenya

SECTION V –SCHEDULE OF REQUIREMENTS

SPECIFICATION FOR JAMII SACCO GROUP CREDITORS INSURANCE

E SCHEME

JAMII SACCO LTD wishes to have in placed a quality, tailor made, and affordable Group Creditors Insurance for its Twenty Six Thousand (26,000) members.

ELIGIBILITY OF THE BIDDERS

INSURANCE COMPANIES

(Brokerage is not allowed)

1. (DETAILS OF INSURANCE COVERS)

No.	Particulars of Insurance	Value to be insured	Risks to be covered
1.	Loan balances Free riders:	4.4 billion	Death Permanent Disability Defaulted loans
2.			
3.			

SECTION VI –

STANDARD FORMS

FORM OF TENDER

To:

Date

Name and address of procuring entity _____ Tender No.

Tender Name

Gentlemen and/or Ladies:-

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

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

3. We agree to abide by this Tender for a period of 120 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 _____ 2024

[Signature]

[In the capacity of]

Duly authorized to sign tender for and on behalf of

PRICE SCHEDULE GROUP CREDITORS

SCHEME PREMIUM SUMMARY

We undertake, if our tender is accepted, to place/ provide Group Creditors Insurance covers/ services in accordance with the schedule rates and delivery dates specified herein above.

Name

Name of signatory:

In the capacity of:.....

Authorized Signature:.....

Company Rubber Stamp/Seal.....

The same rate will be used as a base rate to cover new employees and also for renewal subject to satisfactory performance.

CONTRACT FORM

THIS AGREEMENT made the _____ day of _____ 2024 between Jamii Sacco (hereinafter called Jamii Sacco) of the one part and [name of tenderer] of [city and country of tenderer] (hereinafter called “the tenderer”) of the other part:

WHEREAS Jamii Sacco invited tenders for the medical 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) Jamii Sacco Ltd Notification of Award

3. In consideration of the payments to be made by Jamii Sacco Ltd to the tenderer as hereinafter mentioned, the tenderer hereby covenants with Jamii Sacco Ltd to provide the Group creditors insurance cover and to remedy defects therein in conformity in all respects with the provisions of the Contract.

4. Jamii Sacco Ltd 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 Jamii Sacco)

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)
Whichever applies to your type of business

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

Part _____ General:

Business Name.....
Location of business premises
Plot No. Street/Road.....
Postal Address Tel. No.Fax Email
Nature of business
Registration Certificate No.
Maximum value of business which you can handle at any one time Kshs.
Name of your bankers Branch

Part 2(a) – Sole Proprietor:

Your name in full Age
Nationality Country of origin
Citizenship details.....

Party 2(b) – Partnership

Give details of partners as follows

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

Part 2(c) Registered Company: Private or public

State the nominal and issued capital of the company

– Nominal Kshs..

.....

Issued Kshs.....

Give details of all directors as follows

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

..... Date..... Signature of

Tenderer.....

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

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 tenderer? KNOW ALL PEOPLE by these presents that WE [*name of bank*] of [*name of country*], having our registered office at Jamii Sacco (hereinafter called < Jamii Sacco > 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 EBK on the Form; or
2. If the tender, having been notified of the acceptance of its tender by EBK 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 Jamii Sacco up to the above amount upon receipt of its first written demand, without Jamii Sacco having to substantiate its demand, provided that in its demand Jamii Sacco 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

Registration Form

PROVISION OF GROUP CREDITORS

INSURANCE COVER TENDER NO:

JSCS//001/NOV/20224

Bidders Name	
Postal Address	
Telephone Contact	
Email Contact	
Authorized Person's Name	
Position of Authorized Person	

SELF –DECLARATION FORM

ANTI-CORRUPTION DECLARATION

We (insert the name of the company. Supplier)declare and guarantees that no offer, gift or payment, consideration or benefit of any kind, which constitutes an illegal or corrupt practice has been or indirectly, as an inducement or reward for the award or execution of this procurement.

In the event the above is contravened we accept that the following to apply-

- a) The person shall be disqualified from entering into a contract for the procurement; or
- b) If a contract has already been entered into the person, the contract shall be voidable at the option of Jamii Sacco
- c) The voiding of the contract by the procuring entity under subsection (part 11) does not limit any other legal remedy that Jamii Sacco may have.

Name..... Signature.....
Date.....

Company Seal/Business Stamp

ANTI-FRADULENT PRACTICE DECLARATION

We (insert the name of the company. Supplier)declare and guarantees that no person in our organization has or will be involved in a fraudulent practice in any procurement proceeding.

Name..... Signature.....
Date.....

Company Seal/Business Stamp

NON-DEBARMENT DECLARATION

We (insert the name of the company. Supplier)declare and guarantees that no Director or any person who has any controlling interest in our organization has been debarred from participating in a procurement proceeding.

Name..... Signature.....
Date.....

Company Seal/Business Stamp