



# Kenya Power

**TENDER NO.KP1/9A.2/OT/065/INS/20-21**

**PRE-QUALIFICATION OF INSURANCE BROKERAGE FIRMS  
FOR THE PERIOD 1<sup>ST</sup> SEPTEMBER, 2021 TO 31<sup>ST</sup> AUGUST 2023**

DATE OF TENDER DOCUMENT: **JUNE, 2021**

**ALL TENDERERS ARE ADVISED TO READ CAREFULLY THIS TENDER  
DOCUMENT IN ITS ENTIRETY BEFORE MAKING ANY BID**

## **TENDER DOCUMENT FOR SERVICES**

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## **SECTION A: INTRODUCTION**

Dear Prospective Bidder,

### **1. Nature and Scope of the Tender for Tenderer**

- 1.1 KPLC intends to procure by way of pre-qualification, the services of competent Insurance Brokerage Firms;
  - 1.1.1 to be listed on its Panel of Pre-Qualified Insurance Brokerage Firms for the period 1<sup>st</sup> September, 2021 to 31<sup>st</sup> August, 2023;
  - 1.1.2 to competitively tender for the Provision of Insurance Services for the period 1<sup>st</sup> September, 2021 to 31<sup>st</sup> August, 2023 by way of Submission of Financial Proposals after Pre-qualification.
- 1.2 The Scope of the Services to be provided are as detailed in **Section V** in this Tender Document.
- 1.3 Insurance Brokerage Firms are advised to note and comply with the changes impacting on the Insurance Sector as contained in the **2020/2021** National Budget and **2021/2022** Finance Bill.

### **2. The Objectives**

- 2.1 The pre-qualified Insurance Brokerage Firms will be expected to offer timely solutions, up to date informed responses and recommendations to queries from KPLC.
- 2.2 The pre-qualification and enlisting on KPLC's Panel shall not constitute a retainer and KPLC does not bind itself to request for provision of any Services post pre-qualification.

### **3. Professionalism and Experience**

- 3.1 The pre-qualified Insurance Brokerage Firms should be adequately competent, possess substantial relevant experience and should be able to promptly offer the Services.
- 3.2 The pre-qualified Insurance Brokerage Firms shall at all times during the period of the engagement conduct themselves in a manner suited to the best interests of The Kenya Power & Lighting Company Ltd.
- 3.3 The pre-qualified Insurance Brokerage Firms should demonstrate the capability of conducting presentations and/or providing training to KPLC staff on relevant aspects of risk management of the portfolio.

### **4. The Evaluation and Selection Process**

- 4.1 The Evaluation and Selection Process of this tender for

pre-qualification shall evaluation of all submitted bid documents in line with the evaluation criteria as set out in this Tender Document.

- 4.2 All Insurance Brokerage Firms who participate in this Tender for Pre-Qualification shall be deemed to have consented to this Process.

## **5. Confirmation and Verification of Bid Documents**

- 5.1 All firms are advised to: -

5.1.1 Follow and conform to the information contained in this Pre-Qualification Tender Document in preparing and submitting their bids;

- 5.1.2 Ensure that they officially verify the accuracy, authenticity and validity of any and all documentation, certification or information obtained from third parties e.g. Kenya Revenue Authority (*KRA*), Insurance Regulatory Authority (*IRA*), and Client References that they intend to submit to KPLC as part of their bids.

- 5.2 The bidders are also encouraged to demonstrate high degrees of integrity, fidelity to and honesty in the information supplied to KPLC as part of their bids. The information should be as clear and concise as possible.

- 5.3 KPLC advises bidders that any deviations from the contents of this paragraph may lead to the automatic disqualification of such bidder.

## **SECTION I - INVITATION TO TENDER**

**Date: June, 2021**

**TENDER NO: TENDER NO. KP1/9A.2/OT/065/INS/20-21 FOR PRE-QUALIFICATION OF INSURANCE BROKERAGE FIRMS FOR THE PERIOD 1<sup>ST</sup> SEPTEMBER, 2021 TO 31<sup>ST</sup> AUGUST, 2023**

1.1 The Kenya Power & Lighting Company Ltd (KPLC) invites bids from eligible Tenderers for Pre-Qualification of Insurance Brokerage Firms for the period 1<sup>st</sup> September, 2021 to 31<sup>st</sup> August, 2023. Interested eligible Tenderers may obtain further information from the **General Manager, Supply Chain & Logistics**, The Kenya Power & Lighting Company Ltd at Stima Plaza, **3<sup>rd</sup> Floor, Kolobot Road**, P.O. Box 30099 – 00100 Nairobi, Kenya.

### **1.2 Obtaining Tender Documents**

1.2.1 Tender documents detailing the requirements may be viewed at KPLC E-Procurement Web Portal found on the KPLC website, ([www.kplc.co.ke](http://www.kplc.co.ke)) beginning on **Friday, 11<sup>th</sup> June 2021**.

### **1.3 Submission of Tender Documents**

Completed Tenders are to be saved as PDF documents marked **KP1/9A.2/OT/065/INS/20-21: TENDER FOR PRE-QUALIFICATION OF INSURANCE BROKERAGE FIRMS** and submitted in the **KPLC E-Procurement Web Portal** found on the KPLC website ([www.kplc.co.ke](http://www.kplc.co.ke)) so as to be received on or before **Friday, 25<sup>th</sup> June, 2021** at **10.00 a.m.**

### **1.4 Opening of Submitted Tenders**

Tenders will be opened electronically promptly thereafter in the presence of the Tenderer's or their representatives who choose to attend in KPLC Auditorium at Stima Plaza, Kolobot Road, Parklands, Nairobi.

## **SECTION II - TENDER SUBMISSION CHECKLIST**

### Tender Submission Format

This order and arrangement shall be considered as the Tender Submission Format. Tenderers shall tick against each item indicating that they have provided it.

<b>No.</b>	<b>Item</b>	<b>Tick Where Provided</b>
1.	Tender Form	
2.	Declaration Form	
3.	Confidential Business Questionnaire (CBQ)Form	
4.	Copy of Company or Firm's Registration Certificate	
5.	Copy of PIN Certificate	
6.	Copy of Valid Tax Compliance Certificate	
7.	Certificate of Confirmation of Directors and Shareholding (C.R. 12)	
8.	Premium Turnover – List of Corporate Accounts, in the prescribed format, supporting declared Premium Turnover for the years 2019 and 2020	
9.	Bank Guarantee Deposit with Insurance Regulatory Authority/Commissioner of Insurance of Shs 3 million	
10.	List of top five (5) corporate clients, in descending order within the last two (2) years, in the prescribed format, together with full contacts and physical addresses	
11.	Audited Financial Statements. The audited financial statements must be those that are reported within eighteen (18) calendar months from the date of the tender document	
12.	Valid Professional Indemnity Cover, minimum Shs 200 million, and territorial limit within Kenya	
13.	Licenses of Registration as an Insurance Broker from Insurance Regulatory Authority for Years 2017-2021	
14.	Membership Certificate with Association of Insurance Brokers of Kenya, Year 2021	
15.	List of Team Proposed for the Assignment, in the prescribed format	
16.	Curriculum Vitae of Team Proposed for Assignment	
17.	Documentary evidence of Academic and Professional Qualifications of the Team Proposed for the Assignment	
18.	Operational Plan for the Assignment	

19.	Any other document or item required by the Tender Document. (The Tenderer shall specify such other documents or items it has submitted)	
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**NOTES TO TENDERERS:**

1. Valid Tax Compliance Certificate shall be one issued by the relevant tax authorities and valid for at least up to the tender closing date;
2. Premium Turnover – Tenderers shall provide the lists for each year in the prescribed format, together with documentary evidence in support of the listed premium turnover for each listed client;

## **SECTION III - INSTRUCTIONS TO TENDERERS (ITT)**

### **3.1 Definitions**

In this tender, unless the context or express provision otherwise requires:

- a) Any reference to any Act shall include any statutory extension, amendment, modification, re-amendment or replacement of such Act and any rule, regulation or order made there-under.
- b) "Date of Tender Document" shall begin with the first day and end on the last day of the month appearing on the cover page of the Tender Document.
- c) "Day" means calendar day and "month" means calendar month.
- d) "KEBS" wherever appearing means the Kenya Bureau of Standards or its successor(s) and assign(s) where the context so admits.
- e) "PPOA" wherever appearing means The Public Procurement Oversight Authority or its successor(s) and assign(s) where the context so admits.
- f) Reference to "the tender" or the "Tender Document" includes its appendices and documents mentioned hereunder and any reference to this tender or to any other document includes a reference to the other document as varied supplemented and/or replaced in any manner from time to time.
- g) "The Procuring Entity" means The Kenya Power and Lighting Company Limited or its successor(s) and assign(s) where the context so admits (hereinafter abbreviated as KPLC).
- h) "The Tenderer" means the person(s) submitting its Tender for the provision of services in response to the Invitation to Tender.
- i) Where there are two or more persons included in the expression the "Tenderer", any act or default or omission by the Tenderer shall be deemed to be an act, default or omission by any one or more of such persons.
- j) Words importing the masculine gender only, include the feminine gender or (as the case may be) the neutral gender.
- k) Words importing the singular number only include the plural number and vice-versa and where there are two or more persons included in the expression the "Tenderer" the covenants, agreements and obligations expressed to be made or performed by the Tenderer shall be deemed to be made or performed by such persons jointly and severally.
- l) Citizen contractors-a firm shall be qualified as a citizen contractor if its owners and shareholders are Kenyan citizens
- m) Local contractors- a firm shall be qualified as a local contractor if it is registered in Kenya.

## 3.2 Eligible Tenderers

- 3.2.1 This Invitation to Tender is open to all Tenderers eligible as described in the Appendix to Instructions to Tenderers. Successful Tenderers shall provide the Services in accordance with this tender.
- 3.2.2 KPLC's employees, committee members, board members and their relatives (spouses and children) are not eligible to participate in the tender unless where specially allowed.
- 3.2.3 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 KPLC 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 to Tender.
- 3.2.4 Tenderers shall not be under declarations of ineligibility for corrupt, fraudulent practices and are not amongst persons mentioned in **sub-paragraphs 3.2.2** and **3.2.3** above.
- 3.2.5 Tenderers who are not under these declarations shall complete the Declaration Form strictly in the form and content as prescribed at **Section IX**.
- 3.2.6 Those that are under the declaration for corrupt and fraudulent practices whether currently or in the past shall not complete the form. They will submit a suitable form giving details, the nature and present status of their circumstances.

## 3.3 Joint Venture

- 3.3.1 Tenders submitted by a joint venture of two or more firms, as partners shall comply with the following requirements: -
- a) the Tender Form and in case of a successful subsequent tender, the Contract Agreement Form, shall be signed so as to be legally binding on all partners of the joint venture.
  - b) one of the partners shall be nominated as being lead contractor, and this authorization shall be evidenced by submitting a Power of Attorney signed by legally authorized signatories of all the partners.
  - c) The Power of Attorney which shall accompany the tender shall be granted by the authorized signatories of all the partners as follows: -
    - (i.) for local bidders, before a Commissioner of Oaths or a Notary Public or Magistrate of the Kenyan Judiciary.

- (ii.) for a foreign bidder, before a Notary Public, or the equivalent of a Notary Public, and in this regard the bidder shall provide satisfactory proof of such equivalence.
- d) The lead contractor shall be authorized to incur liability and receive instructions for and on behalf of any and all the partners of the joint venture and the entire execution of the contract including payment shall be done exclusively with the lead contractor.

3.3.2 All partners of the joint venture shall be liable jointly and severally for the execution of the contract in accordance with the contract terms, and a relevant statement to this effect shall be included in the authorization mentioned in **paragraph 3.3.1 (b)** above as well as in the Form of Tender and the Contract Agreement Form (in case of the accepted subsequent tender).

3.3.3 A copy of the agreement entered into by the joint venture partners shall be submitted with the tender.

### **3.4 Contents of the Tender Document**

3.4.1 The Tender Document comprises the documents listed below and Addendum (where applicable) issued in accordance with **paragraph 3.7** of these Instructions to Tenderers: -

- a) *Introduction*
- b) *Invitation to Tender*
- c) *Tender Submission Checklist*
- d) *Instructions to Tenderers*
- e) *Appendix to Instructions to Tenderers*
- f) *Evaluation Criteria*
- g) *Premium Turnover*
- h) *Tender Form*
- i) *Confidential Business Questionnaire Form*
- j) *Declaration Form*
- k) *Draft Letter of Notification of Pre-Qualification*
- l) *Draft Letter of Notification of Regret*
- m) *The Details of Service*
- n) *Team Proposed for Assignment*
- o) *Curriculum Vitae of Team Proposed for Assignment*
- p) *Documentary evidence of academic and professional qualifications of the team proposed for the assignment*
- q) *Operational Plan*

- 3.4.2 The Tenderer is expected to examine all instructions, forms, provisions, terms and specifications in the Tender Document. Failure to furnish all information required by the Tender Document or to submit a tender not substantially responsive to the Tender Document in every respect will be at the Tenderer's risk and may result in the rejection of its Tender.
- 3.4.3 All recipients of the documents for the proposed Contract for the purpose of submitting a tender (whether they submit a tender or not) shall treat the details of the documents as "Private and Confidential".

### **3.5 Clarification of Documents**

A prospective Tenderer requiring any clarification of the Tender Document may notify the Supply Chain Manager in writing or by post at KPLC's address indicated in the Invitation to Tender. KPLC 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 Tenders, prescribed by KPLC. Written copies of KPLC's response (*including an explanation of the query but without identifying the source of inquiry*) will be sent to all prospective Tenderers that have duly received the Tender Document.

### **3.6 Amendment of Documents**

- 3.6.1 At any time prior to the deadline for submission of Tenders, KPLC, 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 amendment.
- 3.6.2 All prospective Tenderers that have received the tender documents will be notified of the amendment(s) (*hereinafter referred to or otherwise known as addendum*) in writing and will be binding on them.
- 3.6.3 In order to allow prospective Tenderers reasonable time in which to take the amendment into account in preparing their Tenders, KPLC, at its discretion, may extend the deadline for the submission of Tenders.

### **3.7 Language of Tender**

The Tender prepared by the Tenderer, as well as all correspondence and documents relating to the tender, exchanged between the Tenderer and KPLC, shall be written in English language, provided that any printed literature furnished by the Tenderer may be written in another language

provided that 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. The English translation shall be on the Tenderer's letterhead and shall be signed by the duly authorized signatory signing the Tender and stamped with the Tenderer's stamp.

### **3.8 Documents Comprising the Tender**

The Tender prepared and submitted by the Tenderers shall include but not be limited to all the following components: -

- a) Declaration Form *and* Tender Form completed in compliance with **paragraphs 3.2** and **3.9**.
- b) Documentary evidence established in accordance with **paragraph 3.12** that the Tenderer is eligible to tender and is qualified to perform the contract if its tender is accepted.
- c) Documentary evidence established in accordance with **paragraph 3.13** that the services and any ancillary thereto to be provided by the Tenderer conform to the tender documents.
- d) Professional Indemnity Cover furnished in accordance with **paragraph 3.14**.
- e) A detailed list of clients, as prescribed, for similar services on tender and their contact addresses shall be submitted with the Tender for the purpose of reference, or for evaluation where the Evaluation Criteria so dictate.

### **3.9 Tender Form**

The Tenderer shall complete and sign the Tender Form and all other documents furnished in the Tender Document, indicating the services to be performed, a brief description of the services, amongst other information required.

### **3.10 Tenderer's Eligibility and Qualifications**

- 3.10.1 Pursuant to **paragraph 3.2**, the Tenderer shall furnish, as part of its Tender, documents establishing the Tenderer's eligibility to tender and its qualifications to perform the contract if its Tender is accepted.
- 3.10.2 The documentary evidence of the Tenderer's qualifications to perform the contract if its Tender is accepted shall be established to KPLC's satisfaction;

- a) that the Tenderer has the financial capability necessary to perform the contract. The Tenderer shall be required to provide the documents as specified in the Appendix to Instructions to Tenderers including a current Tax Compliance Certificate issued by the relevant tax authorities;
- b) that the Tenderer has the technical and production capability necessary to perform the contract;
- c) that, in the case of a Tenderer not doing business within Kenya, the Tenderer is or will be (if awarded the contract) represented by an agent in Kenya equipped, and able to carry out the Tenderer's maintenance, repair, spare parts and stocking obligations prescribed in the Conditions of Contract and or in the Details of Service;
- d) that the Tenderer is duly registered and is a current member of a recognized body or institution accredited and or pertaining to that service.

3.10.3 The Tenderer will furnish KPLC with a copy of the accreditation or recognition certificate as applicable. KPLC reserves the right to subject the certificate to authentication.

3.10.4 Tenderers with a record of unsatisfactory or default in performance obligations in any contract shall not be considered for evaluation or award. For the avoidance of doubt, this shall include any Tenderer with unresolved case(s) in its obligations for more than six (6) months in any contract or documented arbitrary rejection of claims and including a consideration of any complaints lodged with the Sector Regulator.

### **3.11 Conformity of Services to Tender Documents**

3.11.1 The Tenderer shall furnish, as part of its tender, documents establishing the conformity to the Tender Document of all services that the Tenderer proposes to perform under the contract.

3.11.2 The documentary evidence of conformity of the services to the Tender Document may be in the form of literature, drawings, and data, and shall (where applicable) consist of: -

- a) a detailed description of the essential technical and performance characteristics of the services whether in brochures, catalogues, drawings or otherwise,
- b) a list giving full particulars, including available source and current prices of spare parts, special tools and other incidental apparatus necessary for the proper and continuing performance of the services for a minimum

period of two (2) years following commencement of the provision of the services to KPLC, and,

- c) duly completed Statement of Compliance to KPLC's Details of Service demonstrating substantial responsiveness of the service to those Details or, a statement of deviations and exceptions to the provisions of the Details of Service.

3.11.3 For purposes of the documentary and other evidence to be furnished pursuant to **sub-paragraphs 3.11.1, 3.11.2** and **paragraph 3.12**, the Tenderer shall note that standards for workmanship, material, and equipment, designated by KPLC in its Details of Service are intended to be descriptive only and not restrictive. The Tenderer may adopt higher standards in its Tender, provided that it demonstrates to KPLC's satisfaction that the substitutions ensure substantial equivalence to those designated in the Details of Service.

### **3.12 Demonstration(s), Inspection(s) and Test(s)**

- 3.12.1 Where required in the tender, all Tenderers shall demonstrate ability of performance of the required service in conformity with the Details of Services.
- 3.12.2 KPLC or its representative(s) shall have the right to inspect/ test the Tenderer's capacity, equipment, premises, and to confirm their conformity to the tender requirements. This shall include the quality management system. KPLC's representative(s) retained for these purposes shall provide appropriate identification at the time of such Inspection/test. Tenderers shall be notified of the intended inspection/confirmation visits at least two (2) hours before the actual visit.
- 3.12.3 KPLC shall meet its own costs of the inspection/ test. Where conducted on the premises of the Tenderer(s), all reasonable facilities and assistance, including access to drawings and production data, shall be furnished to the inspectors at no charge to KPLC.
- 3.12.4 Demonstration, Inspection/ Test Report(s) shall be completed upon conclusion of the inspection/ tests. This Report will be considered at time of evaluation and or confirmation for pre-qualification.

### **3.13 Warranty**

- 3.13.1 Where required in the Tender, all Tenderers must also provide a Warranty that warrants that the services to be provided under the contract are new, unused and are of the most recent or current specification and incorporate all recent



improvements in design and materials unless provided otherwise in the Tender. The Warranty shall also warrant that the services in the Tenderer's bid have no defect arising from manufacture, materials or workmanship or from an act or omission of the Tenderer that may develop under normal use or application of the services under the conditions obtaining in Kenya.

- 3.13.2 The Warranty will remain valid for one (1) year after the services, or any part thereof as the case may be, have been used or provided or performed as indicated in the contract.

### **3.14 Professional Indemnity Cover**

- 3.14.1 The Bidder shall furnish, as part of its Tender, a Professional Indemnity Cover (the PI Cover) of at least Kshs 200 million.
- 3.14.2 The PI Cover is required to demonstrate the Bidder's commitment and ability to perform the Services.
- 3.14.3 The PI Cover shall be denominated in Kenya Shillings or in another freely convertible currency, and shall be issued by an insurance company located in Kenya.
- 3.14.4 The Cover, at the tender submission stage, shall be valid up to at least one hundred and eighty (180) days after the closing date of the tender.
- 3.14.5 KPLC shall seek authentication of the PI Cover from the issuing insurance company. It is the responsibility of the Bidder to sensitize its issuing insurance company on the need to respond directly and expeditiously to queries from KPLC. The period for response shall not exceed five (5) days from the date of KPLC's query. Should there be no conclusive response by the insurance company within this period, such Bidder's PI Cover may be deemed as invalid and the bid rejected.
- 3.14.6 Any Tender not secured in accordance with this paragraph will be rejected by KPLC as non-responsive, pursuant to **paragraph 3.30**.

### **3.15 Validity of Tenders**

- 3.15.1 Tenders shall remain valid for one hundred and eighty (180) days after the date of tender opening as specified in the Invitation to Tender or as otherwise may be prescribed by KPLC, pursuant to **paragraph 3.19**. A Tender that is valid for a shorter period shall be rejected by KPLC as non-responsive.
- 3.15.2 In exceptional circumstances, KPLC may extend the Tender validity period. The extension shall be made in writing. The Professional Indemnity Cover provided under **paragraph 3.14** shall also be extended appropriately. A Tenderer shall not be

required nor permitted to modify its tender during the extended period.

### **3.16 Preparation and Signing of the Tender**

3.16.1 The Original and all copies of the Tender shall be typed or written in indelible ink. They shall be signed by the Tenderer or a person or persons duly authorized to bind the Tenderer to the Contract.

3.17.2 The authorization shall be indicated by a written Power of Attorney granted by the Tenderer to the authorized person before any of the following persons: -

- a) *For local Tenderers, a Commissioner of Oaths or a Notary Public or a Magistrate of the Kenyan Judiciary;*
- b) *For foreign Tenderers, a Notary Public in the country of the Tenderer.*

In either case above, the Power of Attorney shall accompany the Tender.

3.16.3 All pages of the Tender, including un-amended printed literature, shall be initialed by the person or persons signing the Tender and serially numbered.

3.16.4 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.

3.16.5 KPLC will assume no responsibility whatsoever for the Tenderer's failure to comply with or observe the entire contents of this paragraph.

Any Tender not prepared and signed in accordance with this paragraph may be rejected by KPLC as non-responsive, pursuant to **paragraph 3.24**.

### **3.17 Deadline for Submission of Tenders**

3.17.1 Tenders must be received by KPLC by the time and at the place specified in the Invitation to Tender.

3.17.2 KPLC may, at its discretion, extend this deadline for submission of Tenders by amending the tender documents in accordance with **paragraph 3.7**, in which case all rights and obligations of KPLC and the Tenderer previously subject to the initial deadline, will therefore be subject to the deadline as extended.

### **3.18 Modification and Withdrawal of Tenders**

- 3.18.1 The Tenderer may modify or withdraw its Tender after it has submitted it, provided that written notice of the modification, including substitution or withdrawal of the Tender is received by KPLC prior to the deadline prescribed for submission of tenders.
- 3.18.2 The Tenderer's modification or withdrawal notice shall be prepared, sealed, marked, and dispatched in accordance with the provisions of **paragraphs 3.16, 3.17 and 3.18**. A withdrawal notice may also be sent by facsimile, electronic mail, cable or telex but followed by an original signed confirmation copy, postmarked no later than the deadline for submission of Tenders.
- 3.18.3 No Tender may be modified after the deadline for submission of Tenders.
- 3.18.4 No Tender may be withdrawn in the interval between the deadline for submission of tenders and the expiration of the period during which the Tender must remain valid. Any withdrawal of a Tender during this interval shall result in disqualification of the Tenderer.

### **3.19 Opening of Tenders**

- 3.19.1 KPLC shall open all Tenders promptly after the tender closing date and time, at the location specified in the Invitation to Tender or as may otherwise be indicated.
- 3.19.2 The Tenderer's names, tender modifications or withdrawals, the number of sets of tender documents duly received and such other details as KPLC, at its discretion, may consider appropriate, will be announced at the opening.
- 3.19.3 The Tenderers or their representatives may attend the opening and those present shall sign a register evidencing their attendance.

### **3.20 Process to be Confidential**

- 3.20.1 After the opening of tenders, information relating to the examination, clarification, evaluation and comparisons of tenders and recommendations arising there-from shall not be disclosed to a Tenderer or other person(s) not officially concerned with such process until conclusion of that process.
- 3.20.2 Any effort by a Tenderer to influence KPLC or any of its staff members in the process of examination, evaluation and comparison of tenders and information or decisions concerning pre-qualification may result in the rejection of the Tenderer's tender.

### **3.21 Clarification of Tenders and Contacting KPLC**

- 3.21.1 To assist in the examination, evaluation and comparison of Tenders KPLC 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 substance of the Tender shall be sought, offered, or permitted.
- 3.21.2 The Tenderer is required to provide timely clarification or substantiation of the information that is essential for effective evaluation of its qualifications. It is the responsibility of the Tenderer to provide in writing the clarification or substantiation which should reach KPLC within five (5) days from the date of KPLC's query. Such writing may include by electronic mail, facsimile or postal mail. Should there be no conclusive response within this period, it shall result in the Tenderer's disqualification.
- 3.21.3 Save as is provided in this paragraph and **paragraph 3.21** above, no Tenderer shall contact KPLC on any matter related to its Tender, from the time of the tender opening to the time of pre-qualification.
- 3.21.4 Any effort by a Tenderer to influence KPLC in its decisions on tender evaluation, tender comparison, tender recommendation(s) or pre-qualification may result in the rejection of the Tenderer's Tender.

### **3.22 Preliminary Evaluation and Responsiveness**

- 3.22.1 Prior to the detailed technical evaluation, KPLC will determine the substantial responsiveness of each Tender. For purposes of this tender, a substantially responsive Tender is one that conforms to the requirements of Preliminary Evaluation. KPLC's determination of a Tender's responsiveness is to be based on the contents of the Tender itself without recourse to extrinsic evidence.
- 3.22.2 KPLC will examine the Tenders to determine whether they conform to the Evaluation Criteria set out in **Section IV- Evaluation Criteria**.
- 3.22.3 Notwithstanding the contents of the foregoing sub-paragraphs, if a Tender is not substantially responsive, it will be rejected at the earliest stage of evaluation by KPLC and cannot subsequently be made responsive by the Tenderer by correction of any non-conformity.
- 3.22.4 Details of records of previous unsatisfactory or default in performance obligations shall be considered at this point. For the avoidance of doubt, this shall include any Tenderer with unresolved case(s) in its obligations for more than six (6) months in any contract or documented arbitrary rejection of claims and including a consideration of any complaints lodged with the Sector Regulator.

### **3.23 Minor Deviations, Errors or Oversights**

3.23.1 KPLC may waive any minor deviation in a Tender that does not materially depart from the requirements of services set out in the Tender Document.

3.23.2 Such minor deviation –

3.23.2.1 shall be quantified to the extent possible,

3.23.2.2 shall be taken into account in the evaluation process, and,

3.23.2.3 shall be applied uniformly and consistently to all qualified Tenders duly received by KPLC.

3.23.3 KPLC may waive errors and oversights that can be corrected without affecting the substance of the Tender.

### **3.24 Technical Evaluation and Comparison of Tenders**

3.24.1 KPLC will further evaluate and compare the Tenders that have been determined to be substantially responsive, in compliance to the Details of Services set out in the Tender Document and as per the prescribed Evaluation Criteria.

3.24.2 The Operational Plan is a critical aspect of the Tender. KPLC requires that the Services shall be performed as described in the Details of Services. KPLC's evaluation of a tender will also take into account the Operational Plan proposed in the Tender.

### **3.25 Preferences**

In the evaluation of tenders, exclusive preference shall be given to citizen contractors where the amount of the tender as evaluated is below KShs. 50 million in respect of services.

For purposes of this paragraph, the Tenderer shall submit with its Tender, a valid copy of Certificate of Confirmation of Directorships and Shareholding issued and signed by either the Registrar of Companies or Registrar of Business Names. This certificate must not be more than three (3) months old from the Date of the Tender Document. Kenya Power reserves the right to subject the certificate to authentication.

### **3.26 Tender Evaluation Period**

The evaluation of tenders shall be within thirty (30) days from the date

of opening of the Tender.

### **3.27 Debarment of a Tenderer**

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

### **3.28 Confirmation of Pre-Qualification**

3.28.1 KPLC may confirm to its satisfaction whether the Tenderer that is selected as having satisfied the Evaluation Criteria is qualified to perform the subsequent contract satisfactorily.

3.28.2 The confirmation will take into account the Tenderer's financial, technical, and performance capabilities. It will be based upon an examination of the documentary evidence of the Tenderer's qualifications submitted by the Tenderer, pursuant to **paragraph 3.10** as well as confirmation of such other information as KPLC deems necessary and appropriate. This may include factory, office and other facilities inspection and audits.

3.28.3 An affirmative confirmation will be a prerequisite for pre-qualification of the Tenderer. A negative confirmation will result in rejection of the Tenderer's Tender.

### **3.29 Termination of Procurement Proceedings**

3.29.1 KPLC may at any time terminate procurement proceedings before pre-qualification and shall not be liable to any person for the termination.

3.29.2 KPLC shall give prompt notice of the termination to the Tenderers, and, on request from any Tenderer, give its reasons for termination within fourteen (14) days of such request.

### **3.30 Notification of Pre-Qualification**

3.30.1 Prior to the expiration of the period of tender validity, KPLC shall notify the successful Tenderer in writing that its Tender has been accepted.

3.30.2 The notification of pre-qualification shall not constitute the formation of a contract until one is finally signed by both parties.

3.30.3 Simultaneously, and without prejudice to the contents of **paragraph 3.30**, on issuance of Notification of Pre-Qualification to the successful Tenderer, KPLC shall notify each unsuccessful Tenderer.

3.30.4 A notification of the tender outcome does not reduce the validity period for any Professional Indemnity Cover whether the Tenderer is successful or not, except where such Professional Indemnity Cover

is officially released to the Tenderer and such Tenderer discharged of all their obligations to KPLC prior to the expiry of the validity period.

### **3.31 Corrupt or Fraudulent Practices**

3.31.1 KPLC requires that Tenderers observe the highest standard of ethics during the procurement process and execution of contracts. When used in the present Regulations, the following terms are defined as follows: -

- (a) **“Corrupt Practice”** means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution;
- (b) **“Fraudulent Practice”** means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of KPLC, and includes collusive practice among Tenderers (prior to or after Tender submission) designed to establish tender prices at artificial non-competitive levels and to deprive KPLC of the benefits of free and open competition.

3.31.2 KPLC will reject a proposal for pre-qualification if it determines that the Tenderer recommended for pre-qualification has engaged in corrupt or fraudulent practices in competing for the contract in question.

3.31.3 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 regarding the particulars of the tender shall complement and or amend the provisions of the Instructions to Tenderers *hereinafter abbreviated as ITT*. Wherever there is a conflict between the provisions of the ITT and the Appendix, the provisions of the Appendix herein shall prevail over those of the ITT.

No.	ITT Reference Clause	Particulars of Appendix
1.	3.2.1 Eligible Tenderers	Insurance Brokerage Firms Registered and Operating in Kenya.
2.	3.3 Joint Venture	Not applicable
3.	3.8(e) Documents Comprising the Tender – List of Clients	The Tenderer shall submit five (5) names of corporate clients, in the prescribed format, of similar services within the last two (2) calendar years i.e. 2019 and 2020. Full contacts as well as physical addresses of the clients must be indicated.
4.	3.10.2 (b) Documentary evidence of technical, financial and production capability	<ul style="list-style-type: none"> <li data-bbox="791 891 1535 1059">(i.) The audited financial statements must be those that are reported within eighteen (18) months from the date of the tender document;</li> <li data-bbox="791 1059 1535 1149">(ii.) PIN Certificate from Kenya Revenue Authority.</li> <li data-bbox="791 1149 1535 1193">(iii.) Current Valid Tax Compliance Certificate</li> <li data-bbox="791 1193 1535 1440">(iv.) Professional Indemnity Cover from a reputable Insurance Company, minimum limit Shs 200 million and territorial limit within Kenya valid for at least one hundred and eighty (180) days after the closing date of the tender.</li> <li data-bbox="791 1440 1535 1787">(v) Premium Turnover for the last two calendar years i.e. 2019 and 2020 together with a list of clients for each year supporting the declared Premium Turnover. These are to be supported by copies of letters of award of contract or equivalent in the case of private sector entities and non-governmental actors as the case may be.</li> <li data-bbox="791 1787 1535 1877">(vi) Bank Guarantee of Shs 3 million deposited with the Insurance Regulatory Authority</li> <li data-bbox="791 1877 1535 2022">(vii) Tenderers are advised to take note of and comply with changes impacting on the insurance sector as contained in the National Budget 2020/2021 and Finance</li> </ul>



		<p>Bill 2021/2022.</p> <p>(viii) KPLC reserves the right to verify information provided with the Office of the Commissioner of Insurance and or Insurance Regulatory Authority and the Kenya Revenue Authority</p>
5.	3.10.2 (c) and (d) Documents of evidence of eligibility	<p>(i) Licences of Registration as an Insurance Broker by Insurance Regulatory Authority for Years 2017 to 2021</p> <p>(ii.) Certificate of Membership of the Association of Insurance Brokers of Kenya (AIBK) for Year 2021</p>
6.	3.13 Warranty	Not Applicable
7.	3.14 Professional Indemnity (PI) Cover	PI Cover from a reputable Insurance Company, minimum limit Shs200 million and territorial limit within Kenya valid for at least one hundred and eighty (180) days after the closing date of the tender.
8.	3.15 Validity of Tenders	One hundred and eighty (180) days after the date of tender opening or as may be appropriately extended
11.	3.19 Opening of Tenders	The tender shall be opened electronically at Stima Plaza Auditorium on <b>25<sup>th</sup> June, 2021</b> at <b>10.30 a.m.</b> and bidders are encouraged to participate.
12.	3.24.2 The Operational Plan	The Operational Plan of the Tenderer to perform the Assignment incorporating the tenderers proposals on contract execution, underwriting and placement strategy, claims management strategy on different classes, portfolio cost reduction proposals, communication strategy, complaint resolution strategy and training strategy
13.	3.25 Preferences	Not Applicable
14.	3.26 Tender Evaluation Period	Within thirty (30) days from the date of tender opening or as may be extended by KPLC

## **SECTION IV - EVALUATION CRITERIA**

Evaluation of duly submitted tenders will be conducted along the following stages: -

**4.1 Part 1 - Preliminary Evaluation under Paragraph 3.24 of the ITT.** These are mandatory requirements. This shall include confirmation of the following: -

- 4.1.1 Submission of Tender Form duly completed and signed by duly authorized person;
- 4.1.2 Submission of Declaration Form(s) duly completed and signed by duly authorized person;
- 4.1.3 Submission of the duly completed Confidential Business Questionnaire and confirmation that:
  - (a) Details correspond to the related information in the Certificate of Confirmation of Directors and Shareholding (C.R.12); and
  - (b) The bidder is not ineligible as per **paragraph 3.2** of the **ITT**.
- 4.1.4 Submission of Company Registration Certificate;
- 4.1.5 Submission of Company PIN Certificate;
- 4.1.6 Submission of Valid Company Tax Compliance Certificate;
- 4.1.7 Submission of the Certificate of Confirmation of Directors and Shareholding (C.R.12);
- 4.1.8 Submission of Lists of Premium Turnover – Lists of Client Accounts, in the prescribed format, supporting declared Premium Turnover, for years 2019 and 2020. These shall be supported by letters of award of contract or equivalent in the case of private entities and non-governmental actors;
- 4.1.9 Submission of Bank Guarantee Deposit with Insurance Regulatory Authority/Commissioner of Insurance of Shs 3 million;
- 4.1.10 Submission of a list of five (5) corporate clients within the last two (2) years from the date of the tender document, in the prescribed format, together with full contacts and physical addresses of the contact persons;
- 4.1.11 Submission of audited financial statements. The audited financial statements must be those that are reported within eighteen (18) calendar months from the date of the tender document;
- 4.1.12 Submission of valid Professional Indemnity Cover, minimum limit Kshs 200 million and territorial limit within Kenya and expiry date of at least one hundred and eighty (180) days after tender closing date;
- 4.1.13 Submission of annual licenses of registration as an Insurance Broker from the Insurance Regulatory Authority for the last five (5) years i.e. Years 2017 to 2021;

- 4.1.14 Submission of Membership Certificate with Association of Insurance Brokers of Kenya (AIBK) for Year 2021;
- 4.1.15 Submission of a list of the team proposed for the assignment, minimum seven (7) staff, in the prescribed format. The team shall be appropriately designated as Team Leader, Assistant Team Leader, Underwriting Lead, Assistant Underwriting Lead, Claims Lead, Assistant Claims Lead and Litigation Claims Lead. The list shall include the following:
- (a) Years of Experience in the Insurance Sector;
  - (b) Educational Qualifications;
  - (c) Insurance Professional Qualifications e.g. Chartered Insurance Institute (CII) or Insurance Institute of Kenya (IIK).
- 4.1.16 Submission of Supporting Curriculum Vitae (CV) of the team proposed for the assignment, duly signed by the owner of the CV and the person authorized to sign the tender;
- 4.1.17 Submission of evidence of physical address and premises e.g. copy of utility bills, i.e. electricity, water, telephone; copy of title deed, and in the case of tenancy, a signed lease or tenancy agreement exceeding six (6) months beyond the date of the tender document;
- 4.1.18 Submission of an Operational Plan incorporating the Tenderer's proposals on the following:
- (a) Contract Execution;
  - (b) Underwriting and Placement Strategy;
  - (c) Claims Management Strategy, for different classes, and including litigation;
  - (d) Portfolio Cost Reduction Proposals;
  - (e) Communication Strategy;
  - (f) Complaint Resolution Strategy; and
  - (g) Training Strategy
- 4.1.19 Notwithstanding the above, a consideration of the Tenderer's Performance History. Tenderers with a record of unsatisfactory performance or default in performance obligations in any previous or current contract shall not qualify for pre-qualification. For the avoidance of doubt, this shall include any Tenderer with unresolved case(s) in its obligations as stipulated in Service Level Agreements (SLAs) for more than six (6) months in any contract or documented arbitrary rejection of claims and including a consideration of any complaints lodged with the Sector Regulator.

## Important Notes on Preliminary Evaluation

1. Tenderers who fail to submit any of the information as required in **sub-paragraphs 4.1.1 to 4.1.19** shall be treated as non-responsive and shall not be evaluated further;
2. Directors and Shareholdings indicated on the Confidential Business Questionnaire (CBQ) must correspond to Directors and Shareholdings indicated on the Certificate of Confirmation of Directors and Shareholdings (CR 12);
3. Company Registration Certificate – Brokerage Firms must have been in existence, as a broker, for a minimum of five (5) years i.e. the firm must have been incorporated, as a brokerage firm, no later than 1<sup>st</sup> January, 2017;
4. Tax Compliance Certificate must be valid as at the tender closing date i.e. an expiry date earlier than the date of tender closing shall be treated as non-responsive;
5. Audited Financial Statements – there shall be a consideration the Net Assets and Net Profit/Loss of the Tenderer for record purposes only;
6. Premium Turnover – documentary evidence to be provided in the case of governmental agencies, state corporations and county governments include letters of notification of award of contract together with acceptance letters and in the case of private companies and non-governmental actors, equivalent letters of award authored by the client and acceptance letters by the brokerage firm;
7. Professional Indemnity Cover – a copy of the Policy Document and Policy Schedule together with any relevant endorsement(s) must be attached;
8. Team Proposed for the Assignment – the team must consist of a minimum staff complement of seven (7) and each staff must be properly designated as prescribed. No one (1) staff shall be designated more than once. Any deviation from this requirement shall lead to a determination of non-responsiveness of the Tenderer;
9. The Curriculum Vitae (CV) of the designated seven (7) staff must be signed both by the owner of the CV and the person duly authorized to sign the tender. Any deviation from this requirement shall lead to a determination of non-responsiveness;
10. The Operational Plan must be in the format prescribed under **Section XXII** of this Tender Document;

Tenderers who shall have been determined to be Responsive shall proceed to the next stage of evaluation i.e. **Part 2 – Technical Evaluation.**

## 4.2 Part 2 – Technical Evaluation

This shall include confirmation of the following: -

No.	Evaluation Criteria	Max. Score (marks)
<b>1.</b>	<b>Qualifications and Experience of the Team Proposed for the Assignment (The Team)</b>	<b>40</b>
1.1	Educational Qualifications of the Team (optimal 4No. Bachelor's Degrees)	8
1.2	Professional Qualifications of the Team (optimal 2No. Associates of the Chartered Insurance Institute (UK) i.e. 2No. ACIIs and 2No. Associates of the Insurance Institute of Kenya i.e. 2No. AIKs)	12
1.3	<b>Insurance Sector Experience of the Team:</b> 1.3.1 Team Leader (optimal 15years) 1.3.2 Assistant Team Leader (optimal 10 years) 1.3.3 Underwriting Lead (optimal 7 years) 1.3.4 Assistant Underwriting Lead (optimal 5 years) 1.3.5 Claims Lead (optimal 7 years) 1.3.6 Assistant Claims Lead (optimal 5 years) 1.3.7 Litigation Claims Lead (optimal 7 years)	4 3 3 2 3 2 3
<b>2.</b>	<b>Total Premium Turnover Years 2019 and 2020 (optimal Kshs 500 million)</b>	<b>15</b>
	2.1 Premium Turnover Kshs 500 million and above (15 marks) 2.2 Premium Turnover Kshs 400 - 499 million (10 marks) 2.3 Premium Turnover Kshs 300 – 399 million (7 marks) 2.4 Premium Turnover Kshs 200 – 299 million (5 marks) 2.5 Premium Turnover Kshs 100 – 199 million (3 marks) 2.6 Premium Turnover below Kshs 100 million (1 mark)	
<b>3</b>	<b>Portfolio Cost Management</b>	<b>15</b>
	Tenderers to propose at least five(5) workable ways in which the overall premium cost of the KPLC insurance portfolio may be reduced going forward.	15
<b>4</b>	<b>Communication</b>	<b>15</b>
	Tenderers to propose at least five(5) ways by which they intend to use effective communication channels in the review of portfolio performance.	15
<b>5</b>	<b>Complaints Resolution</b>	<b>5</b>
	Tenderers to provide a brief description of the complaint resolution mechanisms they have put in place.	5

<b>6</b>	<b>Risk Management &amp; Training Capacity</b>	<b>10</b>
	Tenderers to demonstrate how they shall leverage on their risk management and training capacity to improve the KPLC insurance portfolio	10
	<b>Total Maximum Score</b>	<b>100</b>

Tenderers who attain a technical score of **70% and above** shall qualify for pre-qualification.

## **SECTION V - THE DETAILS OF SERVICES**

The Details of Services describe the basic requirements for services. In addition to the information and documentation in the Tender Document regarding the technical aspects of this tender, all Tenderers shall comply with the following -

### **GENERAL REQUIREMENTS**

1. Technical documentation shall be in English language. The specific services on offer shall be marked clearly for the services they intend to provide.
2. Detailed contact information including title, e-mail, telephone or any other form of acceptable communication of the certification or recognition and standards body used shall be provided.
3. Where Certificates and their Reports are translated into English, all pages of the translations must be signed and stamped by the certifying authority.
4. Insurance Brokerage Firms are required to provide information on proper representative(s) including their names, telephone, facsimile, e-mail, physical and postal addresses.
5. The Insurance Brokerage Firm shall arrange frequent meetings to review portfolio performance.
6. The Insurance Brokerage Firm shall ensure that the sums insured under the policy will be adjustable accordingly by suitable means at the discretion of the Procuring Entity from time to time;
7. The Insurance Brokerage Firm shall negotiate with the qualified Recommended Underwriter any other pertinent aspects of the policy that may arise during the term of the policy;
8. The Insurance Brokerage Firm shall carry out loss control surveys and make viable appropriate risk improvement recommendations, where applicable.
9. In addition to the above, the successful tenderer shall be responsible for, inter alia, the following:
  - 9.1 Communication of acceptance after notification of pre-qualification;
  - 9.2 Execution and return of contracts, including Service Level Agreements with Insurance Companies, upon receipt of drawn contracts upon notification of award of contract;
  - 9.3 Execution of co-insurance memoranda after award of a co-insurance policy;
  - 9.4 Submission of premium invoices after contract execution and submission of performance bonds and policy documents;
  - 9.5 Reporting of claims to Insurance Companies after notification by KPLC;

- 9.6 Reporting to KPLC on outstanding claim documentation necessary for resolution of claims;
- 9.7 Coordination of the appointment of loss adjustors, investigators and assessors as the case may be;
- 9.8 Submission of loss adjustors, investigators and assessors reports to KPLC;
- 9.9 Coordination of settlement of insurance portfolio claims by the insurance companies;
- 9.10 Proposing to KPLC prudent portfolio premium cost management measures;
- 9.11 Putting in place a robust communication strategy for portfolio performance review;
- 9.12 Putting in place a robust complaints resolution mechanism;
- 9.13 Co-ordination of insurance and risk management related training and or awareness to KPLC staff as and when required.



## **SECTION VI – DRAFT LETTER OF NOTIFICATION OF PREQUALIFICATION**

To:

*(Name and full address of the Successful Tenderer) .....*

Dear Sirs/ Madams,

### **RE: NOTIFICATION OF PRE-QUALIFICATION OF TENDER NO.....**

We refer to your Tender dated..... and are pleased to inform you that following evaluation, your Tender has been accepted.

This notification is a confirmation that you can participate in the subsequent Tender for Submission of Financial Proposals for Provision of Insurance Services and does not constitute a contract.

We look forward to a cordial and mutually beneficial business relationship.

Yours faithfully,

**FOR: THE KENYA POWER & LIGHTING COMPANY LIMITED**

**GENERAL MANAGER, SUPPLY CHAIN & LOGISTICS**

Enclosures

## **SECTION VII – DRAFT LETTER OF NOTIFICATION OF REGRET**

To:

*(Name and full address of the Unsuccessful Tenderer)*

Date:

Dear Sirs/ Madams,

### **RE: NOTIFICATION OF REGRET IN RESPECT OF TENDER NO. ....**

We refer to your Tender dated..... and regret to inform you that following evaluation, your Tender is unsuccessful. The brief reasons are as follows:-

1. ....
2. ....
3. .... etc...

The successful bidders were: \_\_\_\_\_.

We thank you for the interest shown in participating in this tender and wish you well in all your future endeavours.

Yours faithfully,

**FOR: THE KENYA POWER & LIGHTING COMPANY LIMITED**

**GENERAL MANAGER, SUPPLY CHAIN & LOGISTICS**

## SECTION VIII - TENDER FORM

Date:  
Tender No.

To:  
The Kenya Power & Lighting Company Limited,  
Stima Plaza,  
Kolobot Road, Parklands,  
P.O Box 30099 – 00100, Nairobi,  
Kenya.

Ladies and Gentlemen,

1. Having read, examined and understood the Tender Document including all Addenda, the receipt of which is hereby duly acknowledged, we, the undersigned Tenderer, offer to perform, deliver, install and commission *(the latter two where applicable)* ..... *(insert services description)* in accordance and conformity with the said tender document.
  
2. We undertake, if our Tender is accepted, to perform and provide the services in accordance with the Details of Service and Schedule of Requirements (where applicable).
  
3. We agree to abide by this Tender for a period of.....days (Tenderer please indicate validity of your Tender) from the date fixed for tender opening as per the Tender Document, 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 pre-qualification, shall not constitute a contract, between us. The contract shall be formed between us when both parties duly sign the written contract.
  
5. We understand that you are not bound to accept any Tender you may receive.

Yours sincerely,

\_\_\_\_\_  
Name of Tenderer

---

Signature of duly authorized person signing the Tender

---

Name and Capacity of duly authorized person signing the Tender

---

Stamp or Seal of Tenderer

NOTES:

1. KPLC requires a validity period of at least one hundred and eighty (180) days.
2. This form must be duly signed, stamped and/or sealed.

**SECTION IX - DECLARATION FORM**

Date \_\_\_\_\_

To:

The Kenya Power & Lighting Company Limited,  
P.O Box 30099 – 00100,  
Stima Plaza, Kolobot Road, Parklands,  
Nairobi,  
KENYA.

Ladies and Gentlemen,

The Tenderer i.e. (full name and complete physical and postal address)

---

\_\_\_\_\_ declare the following: -

- a) That I/ We have not been debarred from participating in public procurement by anybody, institution or person.
- b) That I/ We have not been involved in and will not be involved in corrupt and fraudulent practices regarding public procurement anywhere.
- c) That I/We or any director of the firm or company is not a person within the meaning of paragraph 3.2 of ITT (Eligible Tenderers) of the Instruction to Tenderers.
- d) That I/ We are not insolvent, in receivership, bankrupt or in the process of being wound up and is not the subject of legal proceedings relating to the foregoing.
- e) That I/ We are not associated with any other Tenderer participating in this Tender.
- f) That I/We do hereby confirm that all the information given in this tender is accurate, factual and true to the best of our knowledge.

Yours sincerely,

\_\_\_\_\_  
Name of Tenderer

\_\_\_\_\_  
Signature of duly authorised person signing the Tender

\_\_\_\_\_  
Name and Capacity of duly authorised person signing the Tender

\_\_\_\_\_ Stamp  
or Seal of Tenderer

## SECTION X -CONFIDENTIAL BUSINESS QUESTIONNAIRE FORM

All Tenderers are requested to give the particulars 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 1 – General
Business Name.....
Location of business premises.....
Plot No. ....Street/ Road .....
Postal Address ..... Postal Code .....
Tel No.....
Facsimile.....
Mobile and/ or CDMA No.....
E-mail:.....
Nature of your business .....
Registration Certificate No.....
Maximum value of business which you can handle at any time KSh.....
Name of your Bankers .....Branch... ..
*Names of Tenderer's contact person(s) .....
Designation/ capacity of the Tenderer's contact person(s) .....
Address, Tel, Fax and E-mail of the Tenderer's contact person(s) .....
.....
.....

Part 2 (a) Sole Proprietor

Your name in full .....

Nationality .....Country of origin .....

\*Citizenship details.....

Part 2 (b) Partnership

Give details of partners as follows: -

Names	Nationality	*Citizenship Details	Shares
-------	-------------	----------------------	--------

1.....

2.....

3.....

4.....

5.....

Part 2 (c) Registered Company

Private or Public .....

State the nominal and issued capital of company-

Nominal KSh.....

Issued KSh.....

Give details of all directors as follows

Name	Nationality	*Citizenship Details	Shares
------	-------------	----------------------	--------

1.....

2.....

3.....

4.....

5.....

.....

.....

.....

.....

.....

Name of duly authorized person to sign for and on behalf of the Tenderer

.....

.....

Capacity of the duly authorized person.....

.....

Signature of the duly authorized person.....

## **NOTES TO THE TENDERERS ON THE QUESTIONNAIRE**

1. The address and contact person of the Tenderer provided above shall at all times be used for purposes of this tender.
2. If a Kenyan citizen, please indicate under "Citizenship Details" whether by birth, naturalization or registration.
3. The details on this Form are essential and compulsory for all Tenderers. Failure to provide all the information requested shall lead to the Tenderer's disqualification.
4. For foreign Tenderers please give the details of nominal and issued share capital in the currency of the country of origin of the Tenderer.



**PART A: PREMIUM TURNOVER – (YEAR 2019)**

No.	Client Name	Contact Person(s)	Contact Details	Annual Premium (Kshs)
			<b>Total</b>	

**PART B: PREMIUM TURNOVER – (YEAR 2020)**

No.	Client Name	Contact Person(s)	Contact Details	Annual Premium (Kshs)
			<b>Total</b>	

**NOTES TO TENDERERS**

1. Contact details should include physical address, postal address, telephone, and e-mail address.
2. KPLC reserves the right to verify details declared with the Listed Clients, the Insurance Regulatory Authority and the Kenya Revenue Authority.
3. All Bidders are requested to provide documentary proof of premium turnover in the form of letters of notification of award of contract (or equivalent in the case of private entities and or non-governmental actors) from the listed clients.
4. Provision of false information will lead to automatic disqualification of a bidder.
5. No other format, other than as tabulated above shall be considered for evaluation purposes

**SECTION XI - (BANK GUARANTEE) KSHS. 3,0000**

**(To Be Submitted On Bank's Letterhead)**

**Date:**

**To:**

The Kenya Power & Lighting Company Limited,  
Stima Plaza, Kolobot Road, Parklands,  
P.O Box 30099 – 00100,  
Nairobi, Kenya.

**WHEREAS**.....(hereinafter called "the Supplier") has undertaken, in pursuance of your Tender Number.....(*reference number of the Tender*) and its Tender dated .....(*insert Supplier's date of Tender taken from the Tender Form*) to supply .....(*description of the goods*) (hereinafter called "the Contract");

**AND WHEREAS** it has been stipulated by you in the said Contract that the Supplier shall furnish you with a bank guarantee by an acceptable bank for the sum specified therein as security for compliance of the Supplier's performance obligations in accordance with the Contract;

**AND WHEREAS** we have agreed to give the Supplier a guarantee;

**THEREFORE WE HEREBY AFFIRM** that we are Guarantors and responsible to you, on behalf of the Supplier, 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 Supplier to be in default under the Contract and without cavil or argument, any sum or sums within the limits of .....  
(*amount of guarantee*) as aforesaid, without you 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....

EITHER

**SEALED** with the )  
**COMMON SEAL** )  
of the said **BANK** )  
)

this .....day )  
)

\_\_\_\_\_  
BANK SEAL

of .....20.... )  
in the presence of :- )  
 )  
\_\_\_\_\_ )  
 )  
and in the presence of:- )  
 )  
\_\_\_\_\_ )

OR

**SIGNED** by the **DULY AUTHORISED REPRESENTATIVE(S)/ ATTORNEY(S)** of the **BANK**

\_\_\_\_\_  
Name(s) and Capacity(ies) of duly authorised representative(s)/ attorney(s) of the Bank

\_\_\_\_\_  
Signature(s) of the duly authorised person(s)

**NOTES TO SUPPLIERS AND BANKS**

1. *Please note that no material additions, deletions or alterations regarding the contents of this Form shall be made to the Performance Security Bond (the Bond) to be furnished by the successful Tenderer/ Supplier. If any are made, the Bond may not be accepted and shall be rejected by KPLC. For the avoidance of doubt, such rejection will be treated as non-submission of the Bond where such Bond is required in the tender and Contract.*
  
  2. *KPLC shall seek authentication of the Performance Security from the issuing bank. It is the responsibility of the Supplier to sensitize its issuing bank on the need to respond directly and expeditiously to queries from KPLC. The period for response shall not exceed five (5) days from the date of KPLC's query. Should there be no conclusive response by the Bank within this period, such Supplier's Performance Security may be deemed as invalid and the Contract nullified.*
- 1. The issuing Bank should address its response or communication regarding the bond to KPLC at the following e-mail address – "guarantees@kplc.co.ke"**

## SECTION XII: TEAM PROPOSED FOR THE ASSIGNMENT

No.	Designation	Name	Academic Qualifications	Professional Qualifications	Insurance Sector Experience (No. of Years)
1.	Team Leader				
2.	Assistant Team Leader				
3.	Underwriting Lead				
4.	Assistant Underwriting Lead				
5.	Claims Lead				
6.	Assistant Claims Lead				
7.	Litigation Claims Lead				