



**STIMA INVESTMENT CO-OPERATIVE SOCIETY LTD
STIMA INVESTMENT PLAZA,
MUSHEMBI ROAD,
P.O. Box 37895-00100
NAIROBI**

TENDER FOR PROVISION OF VARIOUS INSURANCE SERVICES 2017/2018

TENDER NO: SIC/02/VIS/2017-2018

CLOSING DATE 6TH APRIL 2017 TIME: 12:00PM

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SECTION A: TENDER NOTICE

Dated: 21st March, 2017

**STIMA/INS/10/14: TENDER FOR PROVISION OF VARIOUS INSURANCE
UNDERWRITING SERVICES FOR 2017-2018**

Stima Investment co-operative society Limited invites sealed tenders from eligible Insurance Underwriters for the provision of various Insurance Services for the renewal of insurance policies for the period of two (2) years.

The Society has a Head office in Parklands Nairobi,- Tender Documents detailing the requirements may be obtained from the **Procurement Officer's Office, 5th Floor, Stima Investment Plaza, Mushembi Road, Nairobi**, on normal working days from **21st March, 2017** between **8.30 a.m.** and **4.30 p.m.** Completed Tender Documents in plain sealed envelopes, clearly marked - Tender for **Provision of Various Insurances - 2017/18**" as more particularly described in the Tender Document should be addressed to:

**The Chief Executive Officer
Stima INVESTMENT co-operative Society Ltd
P.O. Box 37895-00100
NAIROBI
E-MAIL: info@stimainvestment.co.ke**

And deposited in the **Tender Box** situated on the **fifth Floor, Stima Investment Plaza, Nairobi** so as to be received on or before **Wednesday 6th APRIL, 2017** at **12:00 noon**.

Tenders will be opened immediately thereafter in the Boardroom, on **5th floor Stima INVESTMENT Plaza**, and tenderers or their representatives who wish to witness the opening are welcome to do so.

**Nelson Irungu
CHIEF EXECUTIVE OFFICER**

SECTION B. TENDER INVITATION

Date _____

To : _____ (name of tenderer)
_____/address

Dear Sir/Madam:

ST/INS/14: TENDER FOR PROVISION OF VARIOUS INSURANCE SERVICES – 2017/18

Stima Investment Co-operative Society Limited invites sealed tenders from eligible Underwriters for the provision of Underwriting Services for two years. The Society has a Head office in Parklands Nairobi,. Tender Documents detailing the requirements may be obtained from the **Procurement Officer’s Office, 5th Floor, Stima INVESTMENT Plaza 1, Mushembi Road, Nairobi**, on normal working days from **21st March, 2017** between **8.30 a.m.** and **4.30 p.m.** Completed Tender Documents in plain sealed envelopes, clearly marked - Tender for **Provision of Various Insurance services - 2017/18**” as more particularly described in the Tender Document should be addressed to:

**The Chief Executive Officer
Stima INVESTMENT Co-operative Society Ltd
P.O. Box 37895-00100
NAIROBI
E-MAIL: info@stimainvestment.co.ke**

And deposited in the **Tender Box** situated on the **fifth Floor, Stima Investment Plaza 1, Nairobi** so as to be received on or before **Wednesday 5th APRIL, 2017** at **12:00 noon**.

Tenders will be opened immediately thereafter in the Boardroom, on **5TH floor Stima INVESTMENT Plaza**, and tenderers or their representatives who wish to witness the opening are welcome to do so.

Stima INVESTMENT reserves the right to accept or reject any tender without assigning any reason for its decision.

Nelson Irungu

CHIEF EXECUTIVE OFFICER

SECTION C: GENERAL INFORMATION

Introduction

Definitions

In this Tender Document the following terms and expressions shall have the following meanings:

“Tenderer” means the bidder participating in this tender.

“Eligible Tenderer” means **Insurance Company** or **underwriter** who meets the eligibility requirements stipulated in Paragraph 11 of Section C;

“ Procuring Entity” means **Stima INVESTMENT Co-operative Society Limited**

“Services” means the services to be provided by the successful tenderers in relation to the insurance policies set out in Schedule 1 hereto.

“Tender Document” This tender document comprising the documents listed in Paragraph 4.1 of Section C.

1. Eligible Tenderers

1.1 This Invitation to Tender is open to all Tenderers eligible as described in this Tender Document. Successful tenderers shall provide the Services set out in the Scope of Services **Schedule 1 of Section C** on renewal of various insurance policies of Stima Investment which are outlined in **Schedule 2 of Section C** hereto, for a duration of two years commencing on various dates as shall be communicated to the successful tenders (hereinafter referred to as the term).

1.2 Tenderers shall not be under a declaration of ineligibility for corrupt and fraudulent practices.

2. Scope of Cover

2.1 The description and scope of cover for the policies forming the subject of this Tender are listed in **Schedules 1 and 2 of Section C** hereto.

3. Cost of Tendering

The Tenderer shall bear all costs associated with the preparation and submission of its tender, and Stima Investment, will in no case be responsible or liable for those costs, regardless of the Conduct or outcome of the tendering process.

The Tender Document Contents

4. Contents

- 4.1 The tender document comprises the documents listed below and addenda issued in accordance with Clause 6 of these instructions to tenderers.
- a. Section A - Tender Notice
 - b. Section B - Tenders Invitation
 - c. Section C - General Information
 - d. Section C, Schedule 1 and 2 - Scope of Services and Details of Policies respectively
 - e. Section C - Appendices 1- 12
 - f. Section D - Conditions of Contract
- 4.2 Tenderers are expected to examine all instructions, forms, terms, and specifications in the tender documents. Failure to furnish all information required by the tender documents or to submit a tender not substantially responsive to the tender documents in every respect will be at the tenderers risk and may result in the rejection of its tender.

5. Clarification of Documents

- 5.1 A prospective tenderer requiring any clarification of the tender document may notify Stima Investment in writing or by e-mail addressed to:-

The Chief Executive Officer
Stima INVESTMENT Co-operative Society Ltd
P.O. Box 37895-00100
NAIROBI
E-MAIL: info@stimainvestment.co.ke

- 5.2 Stima Investment will respond in writing to any request for clarification of the tender documents, which it receives not later than five (5) days prior to the deadline for the submission of tenders, prescribed by the Society. 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 prospective tenderers who have received the tender document.

6. Amendment of Documents

- 6.1 At any time prior to the deadline for submission of tenders, Stima Investment, 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.
- 6.2 All prospective candidates who have received the tender documents will be notified of the amendment in writing or by e-mail, and such amendment will be binding on them.
- 6.3 In order to allow prospective tenderers reasonable time in which to take the amendment into account in preparing their tenders, Stima Investment, at its discretion, may extend the deadline for the submission of tenders.

Preparation of Tenders

7. Language of Tender

- 7.1 The tender prepared by the tenderer, as well as all correspondence and documents relating to the tender exchanged by the tenderer and Stima Investment, shall be written in English language.

8. Documents comprising the Tender Submitted by the Tenderers

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

- (a) Completed Tender Form /Price Schedule in accordance with Section C Appendix 12 (i & ii)
- (b) Documentary evidence required under paragraph 12 and 13 that the tenderer is eligible to tender and is qualified to perform the contract if its tender is accepted. This information shall be submitted in the formats prescribed under Paragraphs 12 and 13.
- (c) Tenderers comments and suggestions on the Scope of Services and Policies and facilities to be provided by Stima Investment, including samples of the proposed policies.
- (d) Tender security furnished in accordance with paragraph 15.

9. Tender Form

9.1 The tenderer shall complete the Tender Form and the appropriate Price Schedule furnished in the tender documents, indicating the policies quoted for, total premium from midnight 1st August 2012 to expire on 31st July 2012, including applicable taxes, duties and levies, -remuneration, excess and limits.

9.2 The tenderer shall recommend only one underwriter. Where a Tenderer furnishes quotations from more than one recommended underwriter for each policy, Stima Investment shall be entitled to reject the Tenderer's bid for the respective policy as non-responsive.

9.3 The tenderers' price schedule for each policy shall be supported by price quotations from the recommended underwriter, where there is a price variation between the tenderer's and the recommended underwriter's quotation, this shall be accompanied by a letter from the recommended underwriter that they shall incept cover on the tenderer's quotation.

10. Tender Prices

10.1 Prices indicated on the Price Schedule shall be the cost of the services quoted including premium, excess, limits, -remuneration, all customs duties, levies and VAT and other taxes payable as more particularly described and summarized on **Appendix 12 (ii) Section C**

10.2 Unit prices quoted by the tenderer shall be fixed during the term of the contract. Tenderers shall ensure that the sums insured under the policies may be adjustable accordingly by suitable means at the discretion of the Client from time to time without changing the unit rates and not subject to variation on any account. A tender submitted with an adjustable price quotation will be treated as non-responsive and will be rejected, pursuant to **Paragraph 22**.

10.3 For purposes of premium payment by Stima Investment, tenderers shall indicate separate premium for each of the two (2) periods of insurance in the format prescribed in **Appendix 12 (ii)**. **The premium shall be as quoted and subsequently awarded for the term.**

11. Tender Currencies:

Prices shall be quoted in **Kenya Shillings**.

12 Mandatory Qualifying Requirements

Tenderers shall possess the following **mandatory requirements**, as set out in clauses 12.2 to 12.9 to qualify to be eligible for Financial Evaluation of their bids and subsequent contract awards:

12.1 Registration under Companies' Act, Cap 486

- a. The tenderer shall be a limited liability company registered under the companies' Act and shall have been in existence for 5 years as at **31st December 2011**.
- b. The tenderer shall also fully disclose details of directorship and shareholding. Certified copies of the certificates of incorporation and details of directors and shareholders with at least 10% shareholding shall be attached as **Appendix 4 of Section C**. Where a shareholding of at least 10% does not exist, the tenderer shall be required to state so.
- c. The current Registered Office and Physical address of the tenderer shall also be indicated.

12.2 Registration as ~~underwriter~~ with the Commissioner of Insurance for year 2017

- a. The tenderer shall be registered association of Kenya insurance (AKI) ~~with the~~ Commissioner of Insurance for year 2017 A copy of certificate, certified by the Office of the Commissioner of Insurance shall be attached as **Appendix 5, Section C**.
- b. Stima Investment reserves the right to verify registration status with the Commissioner of Insurance.

12.3 Registration as a member of the association of Insurance underwriter (AKI) year 2017

- a. The tenderer shall be a registered member of the association of Kenya insurance for the year 2017. A copy of the membership certificate, certified by the chairperson of AKI shall be attached as **Appendix 6, Section C**
- b. Stima Investment reserves the right to verify registration status with the chairperson of (AKI)

12.4 Professional Indemnity Cover

- a. The tenderer shall have professional indemnity cover with a limit of not less than Kshs 20,000,000. The policy shall have been obtained from a local, solid insurance company shall be valid for a period of tender validity and if awarded, the contract remains so for the term.

- b. In determining the solidity of the insurance company, Stima Investment shall be entitled to make inference to any published reports on the company not limited to the published accounts.
- c. Compensation shall be claimed against the cover where a tenderer is negligent or fails to perform any of its obligations or provides services below the standard set out herein or in breach of any of its material obligations under the contract.
- d. Copy of the current policy document indicating the limits and expiry date of the cover shall be attached as Appendix 7, Section C

12.5 Premium Turnover

- a) The tenderer shall submit documentary evidence indicating that their underwritten premiums over the last (2) years was at least Shs 30,000,000 per year, submitted as Appendix 8, Schedule C
- b) The tenderer shall also provide list clients constituting the declared underwritten premiums **indicating the client's contact persons and telephone numbers** for ease of corroboration by Stima Investment.
- c) Stima Investment reserves the right to verify information provided with the tenderer's clients and or the office of the Commissioner of Insurance.

12.6 Tenderer's Latest Audited Financial Accounts

The tenderer shall submit their audited financial accounts attached as Appendix 9, Schedule C. These shall not be earlier than 30th June 2009.

12.7 Recommended Underwriters' Latest Financial Statements

The tenderer shall submit as **Appendix 10, Schedule C**, copies of latest audited financial statements of their recommended underwriters. These shall not be earlier than 31st December, 2012.

12.8 Bid Bond

- a) The tenderer's proposal shall be accompanied by a security Bond in the form of and Demand Guarantee or Bankers' Cheque or Cash. The on demand Guarantee or Bankers' cheque shall be issued by a reputable local bank. In the case of payment by cash, this shall be done at our **Fosa Banking Hall, Ground Floor, and Stima Investment Plaza at Mushembi Road in Parklands.**

b) The security Bond shall be for amount of Ksh 20,000.00 and shall be valid for **ninety (90) days from the tender closing date.**

12.9 Tenderer's Technical Competencies

a) Firm Past Experience

The Tenderers shall have undertaken at least 5 relevant tasks successfully carried out in the last 5 years and provided as **Appendix 3, Section C.**

(b) Staff Qualification and Experience

The Tenderer shall have a minimum total number of three (3) professional/technical staff proposed for the assignment (with minimum qualification being a University Degree or a Diploma from reputable Insurance Institute).

Team leader shall have at least seven (7) years experience in general management in the insurance industry and a minimum academic/technical qualification of a University degree or an Associate of the Chartered Insurance Institute. Added advantage will be given to teams where Chief Executive is also the Team Leader.

All the other staff proposed for the assignment shall have at least three (3) years experience.

The team as a whole shall comprise of at least one Associate of the Chartered Insurance Institute (ACII) and all members of the team proposed for the assignment shall have worked for the bidding firm for at least one (1) year

This information should be provided as required in **Appendix 1 and 2 of Section C.**

A tenderer's proposal shall be rejected at this stage if it does not satisfy any of the foregoing mandatory requirements as set out in clauses 12.1 to 12.9.

13. Information Management and technology systems in place

The Tenderer shall have in place suitable information management technology systems to enable efficient claims administration process if awarded the contract and should state in its

proposal, the hardware and software packages in place and mark it as **Appendix 11, section c**. Stima Investment reserves the right physically visit the premises to verify the status of the systems in place.

14. Compliance with scope of services:

14.1 Pursuant to **paragraph 2 of this section**, Tenderers shall furnish as part of their tender comments demonstrating substantial responsiveness to the scope of services and policy covers, **nothing to attach samples of the policies quoted for**.

14.2 Tenderers shall quote excess and or limits for policies where excesses and or limits are not specified **in schedule 2, section C hereto**

15. Tender Security

15.1 **The tenderer shall furnish, as part of its tender, a tender security for the amount of 5% (five percent) of the total premium quoted.**

15.2 The tender security is required to protect Stima Investment against the risk of Tenderer's conduct which would warrant the security's forfeiture, pursuant to **paragraph 15.7**

15.3 The tender security shall be denominated in Kenya Shillings or in another freely convertible currency , and shall be in the form of an On Demand bank guarantee issued by a reputable bank located in Kenya or abroad, in the form provided in the tender documents and valid for thirty (30) days beyond the validity of the tender.

15.4 Any tender not secured in accordance with paragraph 15.1 and 15.3 will be rejected by Stima Investment as non responsive, pursuant to **paragraph 22**.

15.5 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 prescribed by Stima Investment.

15.6 The successful Tenderer's tender security will be discharged upon the tenderer signing the contract, pursuant to Paragraph 30, and furnishing the professional indemnity, pursuant to paragraph 31.

15.7 The tender security may be forfeited:

(a) If a tenderer or the recommended underwriter varies or withdraws in whole or in part the quoted prices or if the recommended underwriter fails to provide cover in accordance with the quotation given to the Tenderer during the period of tender validity specified by Stima

Investment in the Tender Document; or

- (b) in the case of a successful tenderer, if the tenderer fails to sign the contract in accordance with
Paragraph 30.

15.8 Where the Tender security is forfeited due to the Underwriter withdrawing or varying the quotation given to the tenderer, for reasons other than the tenderer's default, the Procuring Entity shall be entitled to disqualify the respective Underwriters from participating in undertaking its Business in future.

16. **Validity of Tenders**

Tenders shall remain valid for 90 days or as specified in the tender document after the date of tender opening prescribed by Stima Investment, pursuant to **paragraph 18.** -A tender valid for a shorter period shall be rejected by Stima Investment as non responsive.

In exceptional circumstances, Stima Investment 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 14 shall also be suitably extended. A tenderer may refuse the request without forfeiting its tender security. A tenderer granting the request will not be required nor permitted to modify its tender.

Format and Signing of Tender

The tenderer shall prepare **two (2) copies** of the tender, clearly marking each "ORIGINAL TENDER" and "COPY OF TENDER," as appropriate. In the event of any discrepancy between them, the original shall govern.

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 unamended printed literature, shall be initialed by the person or persons signing the tender.

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.

Submission of Tenders

17. Sealing and Marking of Tenders

The original and all copies of the Technical Proposal shall be placed in a sealed envelope clearly marked “**TECHNICAL PROPOSAL**” and the Original and all copies of the Financial Proposal will be put on a separate sealed envelope clearly marked “**FINANCIAL PROPOSAL**” and warning, “**DO NOT OPEN WITH THE TECHNICAL PROPOSAL**”. Both envelopes shall be placed into one big envelope and sealed. This outer envelope shall be clearly marked “**Tender for Provision of Various Insurance Services - 2017/18**”. And addressed as below:-

**The Chief Executive Officer
Stima INVESTMENT Co-operative Society Ltd
P.O. Box 37895-00100
NAIROBI
E-MAIL: info@stimainvestment.co.ke**

17.3 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”.

17.4 If the outer envelope is not sealed and marked as required by paragraph 17.2, Stima Investment will assume no responsibility for the tender’s misplacement or premature opening.

18. Deadline for Submission of Tenders

18.1 Tenders must be received by Stima Investment at the address specified under paragraph 18.2 no later than 12.00 noon. **21st MARCH, 2017**.

18.2 Stima Investment may, at its discretion, extend this deadline for the submission of tenders by amending the tender documents in accordance with paragraph 5, in which case all rights and obligations of Stima Investment and candidates previously subject to the deadline will thereafter be subject to the deadline as extended.

19. Modification and Withdrawal of Tenders

19.1 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 Stima Investment prior to the deadline prescribed for submission of tenders.

19.2 The Tenderer's modification or withdrawal notice shall be prepared, sealed, marked, and dispatched in accordance with the provisions of paragraph 17. A withdrawal notice may also be sent by cable, but followed by a signed confirmation copy, postmarked not later than the deadline for submission of tenders.

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

19.4 No tender may be withdrawn in the interval between the deadline for submission of tenders and the expiration of the period of tender validity specified in the Tender Document. Withdrawal of a tender during this interval may result in the forfeiture of the Tenderer's tender security, pursuant to paragraph 14.7.

Opening and Evaluation of Tenders

20. Opening of Tenders

20.1 Stima Investment will open all tenders in the presence of tenderers' representatives who choose to attend at time and date indicated in the Tender Notice and in the following location: *Only Technical Proposals shall be opened*

Stima Investment Plaza Boardroom, Mushembi Road, Parklands, Nairobi.

The tenderers' representatives who are present shall sign a register evidencing their attendance.

20.2 The tenderers' names, tender modifications or withdrawals, tender prices, discounts, and the presence or absence of requisite tender security and such other details as Stima Investment, at its discretion, may consider appropriate, will be announced at the opening.

20.3 Stima Investment will prepare a record of the tender opening.

21. Clarification of Tenders

21.1 To assist in the examination, evaluation and comparison of tenders Stima Investment 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.

21.2 Any effort by the tenderer to influence Stima Investment in Stima Investment's tender evaluation, tender comparison or contract award decisions may result in the rejection of the tenderers' tender proposal.

22. Examination and Evaluation of Tenders

- 22.1 Stima Investment will examine and evaluate the tenders to determine whether they are complete, whether required sureties have been furnished, whether the technical and other requirements set out in Paragraph 11 and 12 of this Section have been met, whether the documents have been properly signed, and whether the tenders are generally in order. Tenders which fail to meet these requirements will be treated as non responsive.
- 22.2 Arithmetical errors will be rectified on the following basis. If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail, and the total price shall be corrected. If the candidate does not accept the correction of the errors, its tender will be rejected, and its tender security may be forfeited. If there is a discrepancy between words and figures, the amount in words will prevail.
- 22.3 Stima Investment 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.
- 22.4 Prior to the detailed evaluation, pursuant to paragraph 23, Stima Investment 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. Stima Investment's determination of a tender's responsiveness is to be based on the contents of the tender itself without recourse to extrinsic evidence.
- 22.5 If a tender is not substantially responsive, it will be rejected by Stima Investment and may not subsequently be made responsive by the tenderer by correction of the non-conformity.

23. Evaluation and Comparison of Tenders

- 23.1 Stima Investment will evaluate and compare the tenders which have been determined to be substantially responsive, pursuant to paragraph 22.
- 23.2 Stima Investment shall evaluate the proposals on the basis of responsiveness to the Tender document requirements.
- 23.3 Only tenderers who satisfy the mandatory qualifying requirements as set out in clauses 12.1 to 12.9 i.e. technical evaluation shall be considered for financial evaluation.

23.4 The comparison of the price i.e. shall take into account premiums, remuneration, excess/deductible and or limits, all costs, as well as duties, levies and taxes payable in the provision of the services.

Claims coverage Ratio = Net liquid Assets/outstanding claims

And

Current ratio = Current Assets/current liabilities

23.5 In determining the ratios referred to in **paragraph 23.4** above, Stima Investment shall not take into account inward or outward reinsurance placements/arrangements and shall reserve the right to make inference to any published reports or market surveys other than the financial statements of the recommended underwriter.

The following criteria will be used in the evaluation.

Tender Specifications	Mandatory	Desirable	Marks
Registration under the companies ACT, Cap 486	√		
Registration with commissioner of insurance for year 2017	√		
Premium turnover of over the last two years of at least Kshs 30,000,000.00	√		
Latest audited financial accounts for the last 2 years	√		
Bid Bond (To be placed in Technical Proposal)	√		
Details of at least two (2) key personnel and their academic, professional and work experience (attach copies of their curriculum vitae).		√	50
References from 5 organization that you have undertaken similar tasks		√	50
TOTAL			100 Mks

Vendors with tick in all mandatory criteria and a score of 70marks and above shall proceed for financial opening and subsequent evaluation.

24. Contacting Stima Investment

- 24.1 Subject to paragraph 21, no tenderer shall contact Stima Investment on any matter relating to its tender, from the time of the tender opening to the time the contract is awarded.
- 24.2 Any effort by a tenderer to influence Stima Investment in its decisions on tender evaluation, tender comparison, or contract award may result in the rejection of the Tenderer's tender.

Award of Contract

25. Post-qualification

- 25.1 Stima Investment will determine to its satisfaction whether the tenderers that are selected as having submitted the lowest evaluated responsive tenders are qualified to perform the contract satisfactorily.
- 25.2 The determination will take into account the tenderers' financial and technical capabilities. It will be based upon an examination of the documentary evidence of the tenderers' qualifications submitted by the tenderers, pursuant to **paragraphs 12& 13**, as well as such other information as Stima Investment deems necessary and appropriate.
- 25.3 An affirmative determination will be a prerequisite for award of the contract to the tenderer. A negative determination will result in rejection of the Tenderers tenders, in which event Stima Investment will proceed to the next lowest evaluated tenders to make a similar determination of that Tenderer's capabilities to perform satisfactorily.

26. Award Criteria

Subject to paragraphs 12, 23 and 28 Stima Investment will award the contract to the successful tenderers whose tenders have been determined to be substantially responsive and have been determined to be the lowest evaluated tenders, provided further that the tenderers are determined to be qualified to perform the contract satisfactorily.

27. Procuring Entity's Right to Vary quantities

Stima Investment reserves the right at the time of contract award to increase or decrease the quantity of services originally specified in the Schedule of requirements without any change in unit price or other terms and conditions.

28. Procuring Entity's Right to Accept or Reject Any or All Tenders

28.1 Stima Investment 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 Stima Investment's action.

Stima Investment is not bound to accept the lowest or any tender, or to give reasons for its decision.

29. Notification of Award

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

29.2 The notification of award will not constitute the formation of the Contract until after 14 days.

29.3 Stima Investment will promptly notify the unsuccessful Tenderers the outcome of the evaluations and will discharge their tender securities, pursuant to paragraph 15.

30. Signing of Contract

30.1 At the same time as Stima Investment notifies the successful tenderer that its tender has been accepted, Stima Investment will send the tenderer the Contract Form provided in the tender documents, incorporating all agreements between the parties.

30.2 After fourteen (14) days from the date of notification of award of contract, the successful tenderer shall sign and date the contract and return it to Stima Investment.

31. Professional Indemnity Cover

31.1 The successful tenderer shall ensure that it shall, during the term of the contract maintain a valid professional Indemnity Cover with a reputable insurance company as required under **paragraph 11.4 of Section C** hereto.

32. Corrupt Fraudulent Practices

32.1 Stima Investment requires tenderers to observe the highest standard of ethics during the procurement process and execution of contracts. In pursuance of this policy, Stima Investment:-

- (a) defines, for the purposes of this provision, the terms set forth below as follows:-
- (i) “corrupt practice” means canvassing, 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; and
 - (ii) “fraudulent practice” means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of Stima Investment, 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 Stima Investment of the benefits of free and open competition;
- (b) 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;
- (c) will declare a firm ineligible, either indefinitely or for a stated period of time, to be awarded any contract if it at any time determines that the firm has engaged in corrupt or fraudulent practices in competing for, or in executing, a contract.

32.2 Furthermore, tenderers shall be aware of the provisions stated in the General Conditions of Contract.

SECTION C SCHEDULE 1

SCOPE OF SERVICES

DESCRIPTION OF SERVICES

SPECIAL CONDITIONS OF CONTRACT

1. CONDITIONS TO BE MET BY THE INSURANCE COMPANY

Business must be booked under the name Stima investment Agency and all commission received shall be paid to Stima Investment Agency. Stima investment shall require all bidders to submit its commission to Stima Investment Agency.

The documents that must be submitted by the underwriters whose quotations are presented by the bidders are indicated in **FORM SIC 2**.

- a. Bidders must **have done annual gross premiums in previous year of more than Kshs.500,000,000.00 (Five hundred million shillings)**.
- b. Must provide a copy of audited accounts for the last three years.
- c. Must not be under administration or facing liquidation proceedings
- d. Must be registered with the Insurance Regulatory Authority (IRA) for the current year and a copy of the current license should be submitted.
- e. Must be Re-Insured with a reputable reinsurance firm
- f. Should have been in business for at least five (5) years
- g. Must provide a list of five (5) reputable clients with email and telephone contacts. Indicate total client premium for the previous year
- h. Must give three references of recent awards similar in scope and duration. Indicate contact details and contract sum/ value.
- i. Must submit copies of the following documents: -
 - i. Pin Certificate
 - ii. Tax Compliance Certificate
 - iii. Certificate of Incorporation
- j. Must submit a detailed Company Profile indicating eligibility and past experience

A. GROUP LIFE ASSURANCE (STAFF)

The insurance provider should provide a cover to a minimum of the following scope listed. Please note that this list is not exhaustive and just provided the basic needs of the Society's staff members. You can provide additional information that your Company's Group Life Insurance Policy has:

- a. Death
- b. Permanent Total Disability
- c. Funeral Benefit
- d. Critical Illness cover
- e. Free Cover Limit
- f. Other (Specify)
- g. Free Cover Limit (FCL); State your limit
- h. Political Violence and Terrorism Extension Clause
- i. Critical Illness – If a member contracts critical illness for the first time in their life 30% of the accepted group life sum assured (state the maximum limit). On subsequent death, the 70% of the benefits will be payable to the next of kin.
- j. Last Expenses Benefit (state the benefit amount) be paid to carter for the immediate burial costs.
- k. Up on death, due to illness, Accident or natural causes of an assured member whilst in employment of the Society, cover is payable within 48 hours from the time of death and upon notification.
- l. No exclusions on HIV & AIDS related deaths
- m. No restriction out of death benefits arising from accidental causes due to medical non-compliance.
- n. Claims settled within 4 working days upon receipt of full documentation while last expense paid within 48hours.
- o. Provides coverage on a 24hour and worldwide basis. Should not be restricted to Kenya
- p. No exclusion on passive war, invasion, terrorism, act of foreign enemy, hostility, war-like operation, civil war, rebellion, revolution, insurrection, military or usurped power and popular rising, martial law, strike, riot, civil common or mutiny.

Sixteen (16) Employees with **Annual Basic Salary of Kes.20,612,400.00**. The Cover is based on three (3) Years Benefits.

Prices indicated on the Price Schedule shall be the cost of the services quoted. Please indicate clearly **any VAT and other taxes payable**.

Prices quoted by the Group Life Insurance Provider shall remain fixed during the Term of the contract unless otherwise agreed by the parties. A proposal submitted with an adjustable price quotation will be treated as non-responsive and will be rejected.

B. WORK INJURY BENEFIT ACT (WIBA) PLUS GROUP PERSONAL ACCIDENT (GPA) - (STAFF)

COVER: Indemnity in respect to death or injury to employees arising out of and in the course of employment in accordance with the workmen’s compensation Acts.

The Insurance Provider should provide a cover limit to a minimum of the following scope listed.

DESCRIPTION /DETAILS EMPLOYMENT	OF	ESTIMATED NO.OF EMPLOYEES	ESTIMATED ANNUAL SALARIES & OTHER EMOLUMENTS
Managerial and Administrative Staff		16	25,464,000.00
Sales team		21	12,600,000.00
Caretakers and Casual Workers including Interns		11	1,290,000.00

24 hours enhance with the following benefits at minimum (additional benefits may be included)

- i. Death – 8 years’ salary
- ii. Permanent Total Disability -8 years
- iii. Temporary Total Disability – Actual weekly earnings salary up to 104 weeks
- iiii. Medical expenses – Kshs.200,000
- v. Funeral Expenses – Kshs.100,000
- vi. Excess 5000/- on each and every claim apart from funeral expenses
- vii. Occupational Illness
- viii. Exposure Clause
- ix. Hijack Clause
- x. Jurisdiction Clause

- xi. Terrorism Coverage
- xii. Repatriation clause – Kshs.100,000
- xiii. Disappearance Clause
- xiiii. Airfares for treatment clause above Kshs.200,000

C. EMPLOYER’S LIABILITY INSURANCE

Legal liability in respect of accidental death, bodily injury or illness/disease to employees as declared out of and in the course of employment.

Option D - Details as in WIBA above.

D. GROUP PERSONAL ACCIDENT – DIRECTORS

COVER: Payment of benefits as defined, as a result of accidental death or bodily injury to insured persons including riot, strike and malicious damage but excluding war, civil war and kindred risks.

INSURED PERSONS: Twelve (12) Directors

- a) Death Kes. 10,000,000/-
- b) Permanent (total disablement) Kes. 10,000,000/-
- c) Temporary Total Disablement Kes. 5,000/-
- d) Medical Expenses/ airfares Kes. 500,000/-
- e) Last Expense Kes. 100,000/-

E. DIRECTORS’ AND OFFICERS’ LIABILITY

COVER: Indemnity to Twelve (12) Board Members and Senior Management Staff against legal liability in the course of their duties.

Limit of Liability: 1. Any One Claim – Kes. 20,000,000/-

- 2. Any One Period of Insurance – 100,000,000/-

	NAME	AGE	POSITION IN SIC	VALUE OF SHARE(Kshs)
1	M1	62	National Chairman	1,421,612.56
2	M2	54	Vice-Chairman	659,939.31
3	F1	61	Treasurer	919,513.65
4	F2	39	Hon. Secretary	492,187.88
5	F3	54	Board Member	333,197.51
6	M3	59	Board Member	655,091.14
7	F4	56	Board Member	617,750.60
8	F5	45	Board Member	148,783.14
9	M4	52	Board Member	514,670.04
10	F6	49	Supervisory Committee	971,593.33
11	M5	67	Supervisory Committee	1,136,950.00
12	M6	40	Supervisory Committee	450,865.65

SECTION C: APPENDIX 1

COMPOSITION OF THE TEAM (Personnel), AND TASKS (s) OF EACH TEAM MEMBER

1. Technical/ managerial Staff

NAME	POSITION	TASK

--	--	--

2. SUPPORT STAFF

NAME	POSITION	TASK

SECTION C - APPENDIX 2

FORMAT OF CURRICULUM VITAE (CV) FOR PROPOSED PROFESSIONAL STAFF

Proposed _____ Position:

Name _____ of _____ Underwriter:

Name _____ of _____ Staff:

Profession: _____

Date _____ of _____ Birth:

Years with Underwriter/Entity: _____ Nationality:

Membership _____ in _____ Professional _____ Societies:

Detailed _____ Tasks _____ Assigned:

Key Qualifications:

[Give an outline of staff member's experience and training most pertinent to tasks on assignment. Describe degree of responsibility held by staff member on relevant previous assignments and give dates and locations. Use about one page.]

Education:

[Summarize college/university and other specialized education of staff member, giving names of colleges/Universities, dates attended, and degrees obtained. Use about one quarter of a page.]

Employment Record:

[Starting with present position, list in reverse order every employment held. List all positions held by staff member since graduation, giving dates, names of employing organizations, titles of positions held, and locations of assignments. For experience in last ten years, also give types of activities performed and client references, where appropriate. Use about one and a half pages.]

Languages:

[For each language indicate proficiency: excellent, good, fair, or poor; in speaking, reading, and writing]

Certification:

I, the undersigned, certify that to the best of my knowledge and belief, these data correctly describe me, my qualifications, and my experience.

_____ Date:

*[Signature of staff member and authorized representative of the Underwriter]
Day/Month/Year*

Full name of staff member: _____

Full name of authorized representative: _____

SECTION C: APPENDIX 3

TENDERERS' RELEVANT EXPERIENCE

Relevant five assignments carried out in the Last three Years That best illustrates Qualifications

Using the format below, provide information on three of each reference assignment for which your firm, either individually as a corporate Entity or as one of the major companies within an association, was legally contracted.

Assignment Name:		Country:
Location within Country:		Professional Staff Provided by Your Underwriter Entity(profiles):
Name of Client:		Sum Insured (in Kshs)
Address:		Duration of policy with client:
Start Date (Month/Year):	Completion Date (Month/Year):	Premium (in Kshs)
Name of Senior Staff (Project Director/Coordinator, Team Leader) involved and functions performed:		
Narrative Description of Project:		
Full Description of Actual Services Provided by Your Staff:		



SECTION C APPENDIX 4

(i) CERTIFICATE OF INCORPORATION

(ii) LIST OF DIRECTORS

	NAME OF DIRECTOR	NATIONALITY	DATE OF APPOINTMENT TO THE BOARD

*Only Shareholders with at least 10% of total holding should be disclosed.

(iii) LIST OF SHAREHOLDERS

	NAME OF SHAREHOLDER	NATIONALITY	NO OF SHARES* HELD IF ANY

*Only Shareholders with at least 10% of total holding should be disclosed.

**SECTION C: APPENDIX 5
CERTIFICATE OF REGISTRATION WITH COMMISSIONER OF INSURANCE**

**SECTION C: APPENDIX 6
MEMBERSHIP CERTIFICATE WITH AKI**

**SECTION C: APPENDIX 7
COPY OF PROFESSIONAL INDEMNITY COVER**

**SECTION C: APPENDIX 8
ANNUAL PREMIUM TURNOVER**

**SECTION C: APPENDIX 9
AUDITED ACCOUNTS FROM TENDERERS**

- SECTION C: APPENDIX 10**
- (i) TENDERERS' COMMENTS ON SCOPE OF SERVICES, SCOPE OF COVER AND FACILITIES TO BE PROVIDED BY STIMA INVESTMENT SOCIETY LTD**
 - (ii) COPIES OF SAMPLE POLICIES**

**SECTION C: APPENDIX 11
COPIES OF AUDITED ACCOUNTS FROM UNDERWRITERS- 2 years**

SECTION C - APPENDIX 12: TENDER FORM AND PRICE SCHEDULES

(i) Form of Tender

Date:

Tender NO: **STIMA/INS/10/11**

*To: Stima Investment Society Limited
Stima Investment Plaza
P O Box 37895-00100 Nairobi*

Gentlemen and/or Ladies:

1. Having examined the tender documents including Addenda Nos.....
[insert numbers, if any], the receipt of which is hereby duly acknowledged, we, the undersigned, offer to provide

[description of services]

in conformity with the said tender documents 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 deliver the services in accordance with the scope specified in the Tender Document.

3. We agree to abide by this Tender for a period of ninety (90) 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. Until a formal Contract is prepared and executed, this Tender, together with your written acceptance thereof and your notification of award, shall constitute a binding Contract between us.

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

Dated this _____ day of _____ 20_____.

[signature]

[in the capacity of]

Duly authorized to sign tender for and on behalf of Signature of tenderer

Note: In case of discrepancy between unit price and total, the unit price shall prevail.

(ii) Summary of Price Schedules

SUMMARY OF PROPOSED INSURERS AND ANNUAL PREMIUM QUOTED

	CLASS OF INSURANCE	ANNUAL PREMIUM QUOTED KSHS.	REMARKS
1.	Group Life Assurance - Staff		
2.	Work Benefit Injury Acts (WIBA PLUS GPA)		
3.	Employer's Liability		
4.	Group Personal Accident – Directors		
5.	Directors and Officers Liability		
	GRAND TOTAL		

SECTION E

GENERAL CONDITIONS OF CONTRACT

AGREEMENT

BETWEEN

STIMA INVESTMENT SOCIETY LIMITED

AND

FOR INSURANCE SERVICES

DATED

2017

FORM OF CONTRACT

This CONTRACT (hereinafter called the “Contract”) is made the day of.....
, 2017

BETWEEN

STIMA INVESTMENT CO-OPERATIVE SOCIETY LIMITED (hereinafter called the
“Client”) of **Post Office Box Number 37895-00100, NAIROBI**, on the one hand;

AND

..... (Hereinafter called the “Underwriter”) of Post Office Box
Number

.....,

WHEREAS

- A. The Client has invited tenders for provision of certain services as defined in the Appendix A attached to this Contract (hereinafter called the “Services”);
- B. The Underwriter, having represented to the Client that they have the required professional skills, and personnel and technical resources, have agreed to provide the Services on the terms and conditions set forth in this Contract.

NOW THEREFORE the parties hereto hereby agree as follows:

- 1. The following documents attached hereto shall be deemed to form an integral part of this Contract:
 - (a) The General Conditions of Contract;
 - (b) The Special Conditions of Contract;
 - (c) The following Appendices

- Appendix A: Description of the Services
- Appendix B: Reporting Requirements
- Appendix C: Key Personnel
- Appendix D: Breakdown of Contract Price
- Appendix E: Services and Facilities Provided by the Client

- 2. The mutual rights and obligations of the Client and the Underwriter shall be as set forth in the Contract, in particular:
 - (a) The Underwriter shall carry out the Services in accordance with the provisions of the Contract; and
 - (b) The Client shall make payments to the Underwriter in accordance with the provisions of the Contract.

IN WITNESS WHEREOF, the Parties hereto have caused this Contract to be signed in their respective names as of the day and year first above written.

SIGNED FOR AND ON BEHALF OF THE STIMA INVESTMENT SOCIETY LIMITED)
)
)
)
.....)

CHIEF EXECUTIVE OFFICER

SIGNED FOR AND ON BEHALF OF UNDERWRITER

.....

.....

DIRECTOR

In the presence of :

.....

)
)

)

)

)

)

II. GENERAL CONDITIONS OF CONTRACT

1. General Provisions

1.1 Definitions

Unless the context otherwise requires, the following terms whenever used in this Contract have the following meanings:

- (a) “Applicable Law” means the laws and any other instruments having the force of law in the Republic of Kenya;
- (b) “Contract” means the Contract signed by the Parties, to which these General Conditions of Contract (GC) are attached, together with all the documents listed in Clause 1 of such signed Contract;
- (c) “Contract Price” means the price to be paid for the performance of the Services, in accordance with Clause 6;
- (d) “GC” means these General Conditions of Contract;
- (e) “Local Currency” means the currency of the Republic of Kenya;
- (f) “Party” means the Client or the Underwriter, as the case may be, and “Parties” means both of them;
- (g) “Personnel” means persons hired by the Underwriter or by any Sub-Underwriter as employees and assigned to the performance of the Services or any part thereof;
- (h) “SC” means the Special Conditions of Contract by which the GC may be amended or supplemented;
- (i) “Services” means the work to be performed by the Underwriter pursuant to this Contract, as described in Appendix A; and

1.2 Law Governing the Contract

This Contract, its meaning and interpretation, and the relation between the Parties shall be governed by the Applicable Law.

1.3 Language

This Contract has been executed in the language specified in the SC, which shall be the binding and controlling language for all matters relating to the meaning or interpretation of this Contract.

1.4 Notices Any notice, request, or consent made pursuant to this Contract shall be in writing and shall be deemed to have been made when delivered in person to the authorized representative of the Party specified in the SC, or when sent by registered mail, telex, telegram, or facsimile to such Party at the address specified in the SC.

1.5 Location The Services shall be performed at such locations as are specified in Appendix A and, where the location of a particular task is not so specified, at such locations, whether in the Republic of Kenya, as the Client may approve.

1.6 Authorized Representatives Any action required or permitted to be taken, and any document required or permitted to be executed, under this Contract by the Client or the Underwriter may be taken or executed by the officials specified in the SC.

1.7 Taxes and Duties Unless otherwise specified in the SC, the Tender and their Personnel shall pay such taxes, duties, fees, and other impositions as may be levied under the Applicable Law, the amount of which is deemed to have been included in the Contract Price.

2. Commencement, Completion, Modification, and Termination of Contract

2.1 Effectiveness of Contract This Contract shall come into effect on the date stated in the SC.

2.2 Commencement of Services The Tenderer shall begin carrying out the Services immediately the date the Contract becomes effective, or at such other earlier date as may be specified in the SC.

2.3 Expiration of Contract Unless terminated earlier pursuant to Clause 2.6, this Contract shall terminate on completion of satisfactory completion of the Services.

2.4 Modification Modification of the terms and conditions of this Contract, including any modification of the scope of the Services or of the Contract Price, may only be made by written agreement between the Parties.

2.5 Force Majeure

2.5.1 Definition For the purposes of this Contract, "Force Majeure" means an event

which is beyond the reasonable control of a Party and which makes a Party's performance of its obligations under the Contract impossible or so impractical as to be considered impossible under the circumstances.

2.5.2 No Breach of Contract

The failure of a Party to fulfill any of its obligations under the contract shall not be considered to be a breach of, or default under, this Contract insofar as such inability arises from an event of Force Majeure, provided that the Party affected by such an event (a) has taken all reasonable precautions, due care and reasonable alternative measures in order to carry out the terms and conditions of this Contract, and (b) has informed the other Party as soon as possible about the occurrence of such an event.

2.5.3 Extension of Time

Any period, within which a Party shall, pursuant to this Contract, complete any action or task, shall be extended for a period equal to the time during which such Party was unable to perform such action as a result of Force Majeure.

2.5.4 Payments

During the period of an event of Force Majeure, the Tenderer shall be paid only for work successfully carried out in accordance with the provisions of the Contract.

2.6 Termination

2.6.1 By the Client

The Client may terminate this Contract, by not less than Seven (7) days' written notice of termination to the Tenderer, to be given after the occurrence of any of the events specified in paragraphs (a) through (d) of this Clause 2.6.1 and Fifteen (15) days' in the case of the event referred to in (e):

- (a) if the Tenderer do not remedy a failure in the performance of their obligations under the Contract, within Three (3) days after being notified or within any further period as the Client may have subsequently approved in writing;
- (b) if the Underwriter become insolvent or bankrupt;
- (c) if, as the result of Force Majeure, the Tenderer are unable to perform a material portion of the Services for a period of not less than fifteen (15) days; or

- (d) if the Tenderer, in the judgment of the client has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.

For the purpose of this clause:

“corrupt practice” means the offering, giving, receiving, or soliciting of any thing of value to influence the action of an officer of the Client in the selection process or in contract execution.

“fraudulent practice” means a misrepresentation of facts in order to influence a selection process or the execution of a contract to the detriment of the Client, and includes collusive practice among Tenderer (prior to or after submission of proposals) designed to Establish prices at artificial non-competitive levels and to deprive the Client of the benefits of free and open competition.

- (e) If the Client, in its sole discretion, decides to terminate this Contract.

2.6.2 By the Underwriter

The Tenderer may terminate this Contract, by not less than fifteen (15) days’ written notice to the Client, such notice to be given after the occurrence of any of the events specified in paragraphs (a) and (b) of this Clause 2.6.2:

- (a) if the Client fails to pay any monies due to the Tenderer pursuant to this Contract and not subject to dispute pursuant to Clause 7 within forty-five (45) days after receiving written notice from the Underwriter that such payment is overdue; or
- (b) if, as the result of Force Majeure, the Tenderer are unable to perform a material portion of the Services for a period of not less than thirty (30) days.

2.6.3 Payment upon Termination

Upon termination of this Contract pursuant to Clauses 2.6.1 or 2.6.2, the Client shall pay the Tenderer remuneration pursuant to Clause 6 for Services satisfactorily performed prior to the effective date of

termination.

3. Obligations of the Underwriter

3.1 General

The Tenderer shall perform the Services and carry out their obligations with all due diligence, efficiency, and economy, in accordance with generally accepted professional techniques and practices, and shall observe sound management practices, and employ appropriate advanced technology and safe methods. The Tenderer shall always act, in respect of any matter relating to this Contract or to the Services, as faithful advisers to the Client, and shall at all times support and safeguard the Client's legitimate interests in any dealings with Sub-Tenderer or third parties. The Tenderer shall be liable to the Client for any loss damage suffered by the Client arising from breach by the Tenderer of this Clause.

In particular, the Tenderer shall complete its Services within the time allocated.

3.2. Prohibition of Conflicting Activities

The Tenderer nor the Personnel shall engage, either directly or indirectly, during the term of this Contract, any business or professional activities which would conflict with the activities assigned to them under this Contract.

3.3 Confidentiality

The Tenderer, and their Personnel shall not, either during the term or after the expiration of this Contract, disclose any proprietary or confidential information relating to the Project, the Services, this Contract, or the Client's business or operations without the prior written consent of the Client.

3.4 Underwriter' Actions Requiring Client's Prior Approval

The Tenderer shall obtain the Client's prior approval in writing before taking action or undertaking any activity not covered in the Underwriter Scope of Services.

3.5 Reporting Obligations

The Tenderer shall submit to the Client the reports and documents specified in Appendix B in the form, in the numbers, and within the periods set forth in the said Appendix.

3.6 Documents Prepared by the Underwriter to Be the Property of the Client All plans, reports, and other documents and software submitted by the Underwriter in accordance with Clause 3.6 shall become and remain the property of the Client, and the Underwriter shall, not later than upon termination or expiration of this Contract, deliver all such documents and software to the Client, together with a detailed inventory thereof. The Underwriter may retain a copy of such documents and software.

4. Underwriter' Personnel

4.1 Description of Personnel The titles, job descriptions, minimum qualifications, and estimated periods of engagement in the carrying out of the Services of the Underwriter' Key Personnel are described in Appendix C. The Key Personnel listed by title as well as by name in Appendix C are hereby approved by the Client.

4.2 Removal and/or Replacement of Personnel

- (a) Except as the Client may otherwise agree no changes shall be made in the Key Personnel. If, for any reason beyond the reasonable control of the Underwriter, it becomes necessary to replace any of the Key Personnel, the Underwriter shall provide as a replacement a person of equivalent or better qualifications.
- (b) If the Client finds that any of the Personnel have (i) committed serious misconduct or have been charged with having committed a criminal action, or (ii) have reasonable cause to be dissatisfied with the performance of any of the Personnel, then the Underwriter shall, at the Client's written request specifying the grounds thereof, provide as a replacement a person with qualifications and experience acceptable to the Client.
- (c) The Underwriter shall have no claim for additional costs arising out of or incidental to any removal and/or replacement of Personnel.

5. Payments to the Underwriter

5.1 Lump-Sum Remuneration The Contract Price shall be a fixed lump sum amount of Kshs. (Exclusive of VAT).

5.2 Terms and Conditions of Payment Payments will be made to the account of the Underwriter and according to the payment schedule stated in the SC. Payment shall be made after the conditions listed in the SC for such payment have been met, and the Underwriter have submitted an invoice to the Client specifying the amount due.

5.3 Interest on Delayed Payments If the Client has delayed payments beyond Forty Five (45) days after the due date stated in the SC the Underwriter shall be entitled to terminate the Contract.

Settlement of Disputes

6.1 Amicable Settlement The Parties shall use their best efforts to settle amicably all disputes arising out of or in connection with this Contract or its interpretation.

6.2 Dispute Settlement Any dispute between the Parties as to matters arising pursuant to this Contract or its interpretation that cannot be settled amicably within thirty (30) days after receipt by one Party of the other Party's request for such amicable settlement shall be referred for settlement by a single arbitrator agreed by the Parties within sixty days from the date of service of the notice of dispute by either Party to the other, or if the Parties failing to agree, to be appointed at the request of either Party by the Chairman for the time being of the Institute of the Chartered Arbitrators of Kenya (Kenya Chapter).