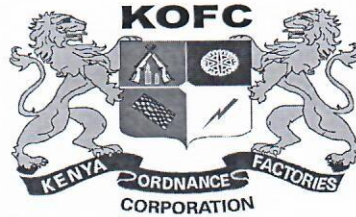


REF NO: DOD/KOFC/GEN/OT/007/2018-2019



KENYA ORDNANCE FACTORIES CORPORATION

P.O BOX 6634 – 30100

ELDORET

TENDER DOCUMENT

FOR

**PROVISION OF INSURANCE SERVICES FOR FOOD
PROCESSING FACTORY -GILGIL**

FIRM'S DETAILS

NAME.....

P.O BOX.....

TEL:

EMAIL ADDRESS.....

SIGNATURE:

STAMP.....

Kenya Ordnance Factories Corporation
P. O. Box 6634 Eldoret 30100
12 FEB 2019
Sign.....
PROCUREMENT MANAGER

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12 FEBRUARY 2019

SECTION I INVITATION TO TENDER

TENDER REF NO. KOFC/OT/GEN/007/18-19

TENDER NAME: PROVISION OF INSURANCE COVERS FOR FOOD PROCESSING FACTORY -GILGIL

1.1. The Kenya Ordnance Factories Corporation (KOFC) invites sealed bids from eligible **Underwriters** for **Provision of Insurance Covers for KOFC (Food Processing Factory –Gilgil)** for the under listed:

Ser	Particulars of Insurance
a.	Industrial All Risks
b.	Engineering-Material/Damage/Machinery Breakdown
c.	All Risks-Office equipment
d.	All Risks (Personal Effects)
e.	Group Personal Accident - Staff
f.	Public Liability
g.	Work Injury Benefit
h.	Employers Liability
i.	Goods In Transit (GIT)
j.	Motor- KCG 022T Toyota Hiace
k.	Motor Cycle

1.2 Eligible Tenderers (**Underwriters**) may obtain further information and inspect/download the Tender Document free of charge from the Kenya Ordnance Factories Corporation website; www.kofc.co.ke

1.3 A candidate who downloads the document must immediately forward their particulars (i.e. Name & Contacts of Applicant) to email; procurement1tech@kofcpr.co.ke for purposes of registration, receiving any other clarifications and/or addendums.

1.4 Complete serialized/paginated Bid Documents; One **original** and a **copy** in plain sealed envelopes clearly marked on top with the Tender Reference, Description and accompanied by a Bid Security of Kshs. 100,000.00 should be deposited in the Tender Box at box at Kenya Ordnance Factories Corporation. (Main Gate) located at Eldoret – Kitale Road or be addressed to:-

Kenya Ordnance Factories Corporation
P.O Box 6634-30100
Eldoret-Kitale Road
Tel: +254 722 209 639/ +254 775 095 974

So as to be received on or before **Monday 25 February 2019 at 10.00AM**



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

1.6 All tenders must be accompanied by bid security equivalent to Kshs. 100,000.00 in the form of Bank Guarantee, Bankers Cheque or Insurance guarantee from approved list of Insurance companies by Public Procurement Regulatory Authority (PPRA). Bid security MUST not be issued by a firm submitting the tender.

1.7 Tenders will be opened immediately thereafter in the presence of the Candidates or their representatives who choose to attend at KOFC Conference Room- Eldoret.

1.8 Bulky tenders can be handed over to KOFC Procurement office for registration and safe keeping till the tender opening date.

1.9 Late tenders will NOT be accepted.



MAJ GEN M M MUNYOKI
Managing Director
Kenya Ordnance Factories Corporation



SECTION II

INSTRUCTION TO TENDERERS

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SECTION II

INSTRUCTIONS TO TENDERERS

2.1 Eligible Tenderers

- 2.1.1 Successful tenderers shall provide the services for the stipulated duration from the date of commencement (hereinafter referred to as the term) specified in the tender documents.
- 2.1.2 The procuring entity's employees, committee members, board members and their relatives (spouse and children) are not eligible to participate in the tender unless where specially allowed under section 66 of the Act.
- 2.1.3 Tenderers shall provide the qualification information statement that the tenderer (including all members of a joint venture and subcontractors) is not associated, or have been associated in the past, directly or indirectly, with a firm or any of its affiliates which have been engaged by the Procuring entity to provide consulting services for the preparation of the design, specifications, and other documents to be used for the procurement of the services under this Invitation for tenders.
- 2.1.4 Tenderers involved in the corrupt or fraudulent practices or debarred from participating in public procurement shall not be eligible.

2.2 Cost of Tendering

- 2.2.1 The Tenderer shall bear all costs associated with the preparation and submission of its tender, and the procuring entity, will in no case be responsible or liable for those costs regardless of the conduct or outcome of the tendering process
- 2.2.2 This tender document is free of charge and can be downloaded from the KOFC Website: www.kofc.co.ke.

2.3 Contents of Tender Document

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



- (viii) Contract Form
- (ix) Confidential Business Questionnaire Form
- (x) Tender security Form
- (xi) Performance security Form
- (xii) Letter of Notification of Award
- (xiii) Request for Review Form

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

2.4 Clarification of Tender Documents

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

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

2.5 Amendment of Tender Documents

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

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

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



2.6 Language of Tenders

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

2.7 Documents Comprising the Tender

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

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

2.8 Form of Tender

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

2.9 Tender Prices

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

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

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



2.10. Tender Currencies

2.10.1 Prices (Premiums) shall be quoted in Kenya Shillings

2.11. Tenderers Eligibility and Qualifications

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

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

2.12 Tender Security

2.12.1 The tenderer shall furnish, as part of its tender, a tender security for the amount and form specified in the Appendix to Instructions to Tenderers.

2.12.2 The tender security shall not exceed 2 per cent of the tender price.

2.12.3 The tender security is required to protect the Procuring entity against the risk of Tenderer's conduct which would warrant the security's forfeiture, pursuant to paragraph 2.12.7

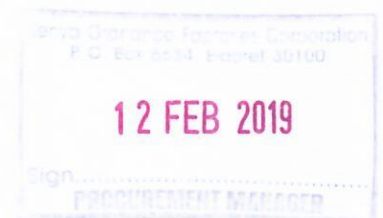
2.12.4 The tender security shall be denominated in Kenya Shillings or in another freely convertible currency, and shall be in the form

- a) Cash.
- b) A bank guarantee.
- c) Such insurance guarantee approved by the Authority.
- d) Letter of credit.

2.12.5 Any tender not secured in accordance with paragraph 2.12.1 and 2.12.3 shall be rejected by the Procuring entity as non-responsive, pursuant to paragraph 2.20.5

2.12.6 Unsuccessful Tenderer's tender security will be discharged or returned as promptly as possible but not later than thirty (30) days after the expiration of the period of tender validity

2.12.7 The successful Tenderer's tender security will be discharged upon the tenderer signing the contract, pursuant to paragraph 2.29, and furnishing the performance security, pursuant to paragraph 2.30



2.12.8 The tender security may be forfeited:

- (a) if a tenderer withdraws its tender during the period of tender validity.
- (b) in the case of a successful tenderer, if the tenderer fails:
 - (i) To sign the contract in accordance with paragraph 2.29 or
 - (ii) To furnish performance security in accordance with paragraph 2.30.
- (c) If the tenderer reject correction of an arithmetic error in the tender.

2.13 Validity of Tenders

2.13.1 Tenders shall remain valid for 90 days after date of tender opening pursuant to paragraph 2.18. A tender valid for a shorter period shall be rejected by the Procuring entity as non-responsive.

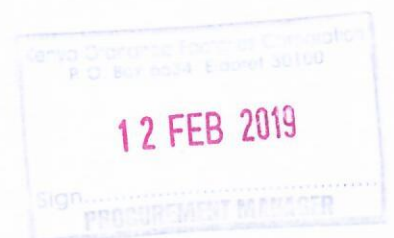
2.13.2 In exceptional circumstances, the Procuring entity may solicit the Tenderer's consent to an extension of the period of validity. The request and the responses thereto shall be made in writing. The tender security provided under paragraph 2.12 shall also be suitably extended. A tenderer granting the request will not be required nor permitted to modify its tender.

2.14 Format and Signing of Tenders

2.14.1 The tenderer shall prepare an original and a copy of this tender, clearly marking each "ORIGINAL TENDER" and "COPY OF TENDER," as appropriate. In the event of any discrepancy between them, the original shall govern.

2.14.2 The original and all copies of the tender shall be typed or written in indelible ink and shall be signed by the tenderer or a person or persons duly authorized to bind the tenderer to the contract. All pages of this tender document, except for un-amended printed literature, shall be initialed and stamped by the tenderer.

2.14.3 The tender document 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 tenderer.



2.15 Sealing and Marking of Tenders

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

2.15.2 The inner and outer envelopes shall:

(a) be addressed to **KOFC** as given as here below:

Kenya Ordnance Factories Corporation
P.o Box 6634-30100
Eldoret
Tel No. +254775095974 or 0722 209 639
Email procurement@kofcpr.co.ke

(b) bear tender number and name in the invitation to tender and the words, “DO NOT OPEN BEFORE **Monday 25 February 2019 at 1000hrs.**”

2.15.3 The inner envelopes shall also indicate the name and address of the tenderer to enable the tender to be returned unopened in case it is declared “late”.

2.15.4 If the outer envelope is not sealed and marked as required by paragraph 2.15.2, the Procuring entity will assume no responsibility for the tender’s misplacement or premature opening.

2.16 Deadline for Submission of Tenders

2.16.1 Tender documents must be received by the Procuring entity at the address specified under paragraph 2.15.2 not later than **Monday 25 February 2019 at 1000hrs.**

2.16.2 The Procuring entity may, at its discretion, extend this deadline for the submission of tenders by amending the tender documents in accordance with paragraph 2.5.3 in which case all rights and obligations of the Procuring entity and candidates previously subject to the deadline will thereafter be subject to the deadline as extended.

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



2.17 Modification and Withdrawal of Tenders

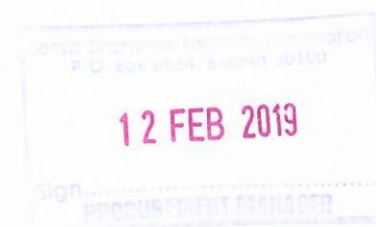
- 2.17.1 The tenderer may modify or withdraw its tender after the tender's submission, provided that written notice of the modification, including substitution or withdrawal of the tenders, is received by the Procuring entity prior to the deadline prescribed for submission of tenders.
- 2.17.2 The tenderer's modification or withdrawal notice shall be prepared, sealed, marked and dispatched in accordance with the provisions of paragraph 2.15. a withdrawal notice may also be sent by fax or email but followed by a signed confirmation copy, postmarked not later than the deadline for submission of tenders.
- 2.17.3 No tender may be modified after the deadline for submission of tenders.
- 2.17.4 No tender may be withdrawn in the interval between the deadline for submission of tenders and the expiration of the period of tender validity. Withdrawal of a tender during this interval may result in the Tenderer's forfeiture of its tender security, pursuant to paragraph 2.12.7.

2.18 Opening of Tenders

- 2.18.1 The Procuring entity will open all tenders in the presence of tenderers' representatives who choose to attend, on **Monday 25 February 2019 at 1000Hrs** and in the location specified in the invitation for tenders. The tenderers' representatives who are present shall sign a register evidencing their attendance.
- 2.18.2 The tenderers' names, tender modifications or withdrawals, tender prices, discounts, and the presence or absence of requisite tender security and such other details as the Procuring entity, at its discretion, may consider appropriate, will be announced at the opening.
- 2.18.3 The Procuring entity will prepare minutes of the tender opening, which will be submitted to tenderers that signed the tender opening register and who will have made the request.

2.19 Clarification of Tenders

- 2.19.1 To assist in the examination, evaluation and comparison of tenders the Procuring entity may, at its discretion, ask the tenderer for a clarification of its tender. The request for clarification and the response shall be in writing, and no change in the prices or substance of the tender shall be sought, offered, or permitted.



2.19.2 Any effort by the tenderer to influence the Procuring entity in the Procuring entity's tender evaluation, tender comparison or contract award decisions may result in the rejection of the tenderers' tender.

2.20 Preliminary Examination and Responsiveness

2.20.1 The Procuring entity will examine the tender documents to determine whether they are complete, whether any computational errors have been made, whether required sureties have been furnished, whether the documents have been properly signed, and whether the tenders are generally in order.

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

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

2.20.4 Prior to the detailed evaluation, pursuant to paragraph 2.20, the Procuring entity will determine the substantial responsiveness of each tender to the tender documents. For purposes of these paragraphs, a substantially responsive tender is one which conforms to all the terms and conditions of the tender documents without material deviations the Procuring entity's determination of a tender's responsiveness is to be based on the contents of the tender document itself without recourse to extrinsic evidence.

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

2.21 Conversion to single currency

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



2.22 Evaluation and Comparison of Tenders

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

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

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

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

(a) Operational Plan

The Procuring entity requires that the services under the Invitation for Tenders shall be performed at the time specified in the Schedule of Requirements. Tenders offering to perform longer than the procuring entity's required delivery time will be treated as non-responsive and rejected.

(b) Deviation in payment schedule

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

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

2.23 Contacting the Procuring entity

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

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



2.24 Post-qualification

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

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

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

2.25 Award Criteria

2.25.1 Subject to paragraph 2.29 the Procuring entity will award the contract to the successful tenderer whose tender has been determined to be substantially responsive and has been determined to be the lowest evaluated tender, provided further that the tenderer is determined to be qualified to perform the contract satisfactorily.

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

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

2.26 Procuring entity's Right to Vary quantities

2.26.1 The Procuring entity reserves the right at the time of contract award to increase or decrease the quantity of goods originally specified in the Schedule of requirements without any change in unit price or other terms and conditions

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

2.27.1 The Procuring entity reserves the right to accept or reject any tender, and to annul the tendering process and reject all tenders at any time prior to contract award, without thereby incurring any liability to the affected tenderer or tenderers or any obligation to inform the affected tenderer or tenderers of the grounds for the Procuring entity's



action. If the Procuring entity determines that non of the tenders is responsive, the Procuring entity shall notify each tenderer who submitted a tender.

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

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

2.28 Notification of Award

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

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

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

2.29 Signing of Contract

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

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

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

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

2.30 Performance Security

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

2.30.2 Failure by the successful tenderer to comply with the requirement of paragraph 2.29 or paragraph 2.30.1 shall constitute sufficient grounds for the annulment of the



award and forfeiture of the tender security, in which event the Procuring entity may make the award to the next lowest evaluated tender or call for new tenders.

2.31 Corrupt or Fraudulent Practices

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

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

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

EVALUATION CRITERIA:

INSTRUCTIONS TO TENDERERS REFERENCE	PARTICULARS OF APPENDIX TO INSTRUCTIONS TO TENDERS
2.11.1	The invitation is open to all qualified Insurance UNDERWRITERS Only
2.12.2	<p><u>Evaluation and Comparison of Tenders:-</u></p> <p>The tenders will be evaluated in three stages as follows:-</p> <p>A) <u>STAGE ONE: MANDATORY REQUIREMENTS.</u></p> <ol style="list-style-type: none"> 1. Duly filled and Signed Form of Tender 2. Valid Tax Compliance Certificate from Kenya Revenue Authority (KRA) 3. Single Business Permit/Trade license issued by relevant government agency. 4. Certificate of Registration and /or Incorporation. 5. Tender security/ Bid bond of Kshs. 100,000.00 of the tender sum, valid for at least 120 days. 6. Attach Valid copy of Underwriting Registration Certificate from Insurance Regulatory Authority (IRA) 7. Evidence of membership from Association of Kenya Insurer's (AKI) 8. Attach certified copies of Financial Audited statements for the last 3 years 2015, 2016 and 2017 9. Submit a Signed Declaration statement that you will not be involved in corrupt or fraudulent practices. 10. Declaration stating that you have NOT been debarred by Public Procurement Regulatory Authority (PPRA). 11. Properly filled, signed and stamped Confidential Business Questionnaire.



INSTRUCTIONS TO TENDERERS REFERENCE

PARTICULARS OF APPENDIX TO INSTRUCTIONS TO TENDERS

12. Presentation of the entire tender document in a logical manner indicating table of content and page numbers and serialization of the entire tender document is a MUST.

N/B: ALL THE ABOVE MUST BE MET TO QUALIFY FOR THE 2ND STAGE

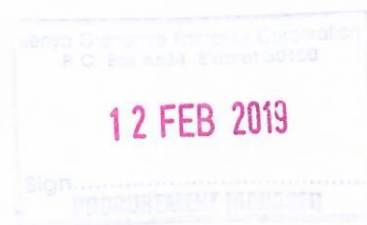
B) STAGE TWO: TECHNICAL EVALUATION

No	Item Description	Points
1	Provide evidence/demonstrate that fully documented claims are settled within twenty-one (21) days.	20
2	Attach 3 No. certified copies of Contract documents/LSO indicating relevant experience in provision of motor vehicle insurance services	15
3	Attach certified copies of three (3) recommendation letters from your clients	15
4	Must give a list of 5 (five) reputable clients and the total clients premiums for the three (3) years	10
5	Annual Gross Premiums – Kshs. 200millions	20
	Total	80
6	Financial Capability: The under listed will be extracted from the Financial Audited Accounts (2015, 2016 and 2017) submitted by the tenderers.	
a	Profitability ratio	4
b	Gearing ratio	4
c	Liquidity ratio	4
d	Asset/Capital ratio	4
e	Evidence of credit worthiness from the firm's bankers	2
f	Promptness in settlement of claims	2
	Sub-Total	20

The pass mark for technical specifications shall be 70%



INSTRUCTIONS TO TENDERERS REFERENCE	PARTICULARS OF APPENDIX TO INSTRUCTIONS TO TENDERS
	<p><u>C) STAGE THREE: FINANCIAL EVALUATION.</u></p> <p>a) The bidder with the lowest evaluated financial proposal will be recommended for the award of the contract.</p> <p>b) Minimum of 30 days credit period is required after delivery, inspection and acceptance of the machines and its accessories.</p> <p>c) In case of discrepancy between unit price and total, the unit price shall prevail.</p> <p>d) If there is a tie on the lowest quoted price between two firms, the firm with the highest technical points will be recommended for award.</p> <p>Note that total score for Financial Proposal shall be 20% of the total score.</p>
2.13.1	All Tenders must be accompanied by a Tender security of Kshs. 100,000.00 in the form of a Bank guarantee, Bankers cheque or insurance guarantee, valid for at least 90 days after the date of tender opening.
2.14.1	Tenders must be submitted on or before the closing date, not later than 25 February, 2019 at 10.00 a.m.
2.15.1	KOFC will open all tenders in the presence of tenderer's representatives, who choose to attend at 10.00 a.m. on 25 February, 2019 at 10.00 a.m.
2.16.1	Performance security of 2% of the total tender sum in form of Bank guarantee, Bankers cheque or insurance guarantee will be required.

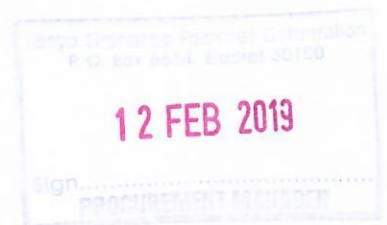


SECTION III

GENERAL CONDITIONS OF CONTRACT

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SECTION III GENERAL CONDITIONS OF CONTRACT

3.1 Definitions

3.1.1 In this Contract, the following terms shall be interpreted as indicated:

- (a) “The Contract” means the agreement entered into between the Procuring entity and the tenderer, as recorded in the Contract Form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference there in.
- (b) “The Contract Price” means the price payable to the tenderer under the Contract for the full and proper performance of its contractual obligations
- (c) “The Services” means services to be provided by the tenderer including any documents, which the tenderer is required to provide to the Procuring entity under the Contract.
- (d) “The Procuring entity” means the organization procuring the services under this Contract
- (e) “The Contractor” means the organization or firm providing the services under this Contract.
- (f) “GCC” means the General Conditions of Contract contained in this section.
- (g) “SCC” means the Special Conditions of Contract
- (h) “Day” means calendar day

3.2 Application

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

3.3 Standards

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

3.4 Use of Contract Documents and Information



3.4.1 The Contractor shall not, without the Procuring entity's prior written consent, disclose the Contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the Procuring entity in connection therewith, to any person other than a person employed by the contractor in the performance of the Contract.

3.4.2 The Contractor shall not, without the Procuring entity's prior written consent, make use of any document or information enumerated in paragraph 2.4.1 above.

3.4.3 Any document, other than the Contract itself, enumerated in paragraph 2.4.1 shall remain the property of the Procuring entity and shall be returned (all copies) to the Procuring entity on completion of the contract's or performance under the Contract if so required by the Procuring entity.

3.5 Patent Rights

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

3.6 Performance Security

3.6.1 Within twenty eight (28) days of receipt of the notification of Contract award, the successful tenderer shall furnish to the Procuring entity the performance security where applicable in the amount specified in SCC

3.6.2 The proceeds of the performance security shall be payable to the Procuring entity as compensation for any loss resulting from the Tenderer's failure to complete its obligations under the Contract.

3.6.3 The performance security shall be denominated in the currency of the Contract, or in a freely convertible currency acceptable to the Procuring entity and shall be in the form of:

a) Cash.

b) A bank guarantee.

c) Such insurance guarantee approved by the Authority.

d) Letter of credit.

3.6.4 The performance security will be discharged by the Procuring entity and returned to the Candidate not later than thirty (30) days following the date of completion of the Contractor's performance of obligations under the Contract, including any warranty obligations, under the Contract.



3.7 Delivery of services and Documents

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

3.8 Payment

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

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

3.9 Prices

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

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

3.9.3 Where contract price variation is allowed the variation shall not exceed 15% of the original contract price

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

3.10 Assignment

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

3.11 Termination for Default

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

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



- (b) If the Contractor fails to perform any other obligation(s) under the Contract
- (c) If the Contract in the judgment of the Procuring entity has engaged in corrupt or fraudulent practices in competing for or in executing the contract

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

3.12 Termination for Insolvency

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

3.13 Termination for Convenience

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

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

3.14 Resolution of Disputes

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

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



3.15 Governing Language

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

3.16. Applicable Law

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

3.17 Force Majeure

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

3.18 Notices

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

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



SECTION IV SPECIAL CONDITIONS OF CONTRACT

Notes on Special Conditions of Contract

1. The clauses in this section are intended to assist the procuring entity in providing contract-specific information in relation to corresponding clauses in the General Conditions of Contract
2. The Provisions of Section IV complement the General Conditions of Contract included in Section III, specifying contractual requirements linked to the special circumstances of the procuring entity and the insurance cover required. In preparing Section IV, the following aspects should be taken into consideration.
 - (a) Information that complement provisions of Section III must be incorporated; and
 - (b) Amendments and/or supplements to provisions of Section III, as necessitated by the circumstances of the specific insurance cover required must also be incorporated.
3. Where there is a conflict between the provisions of the special conditions of contract and the provisions of the general conditions of contract, the provisions of the special conditions of contract shall prevail over the provisions of the general conditions of contract.
4. Any clause to be included in this section must be consistent with the applicable public procurement law and regulations.
5. Tenderer **MUST** return the original serialized tender document (s) sold to them and duly filled. Reproduced or modified KOFC tender document (s) or photocopies of the original document (s) shall be disqualified.
6. A tenderer who fails to comply with conditions above, will be considered **non responsive** and not considered for evaluation.
7. Payment shall be made promptly by the Procuring entity, but in no case later than sixty (60) days after submission of an invoice or claim by the contractor

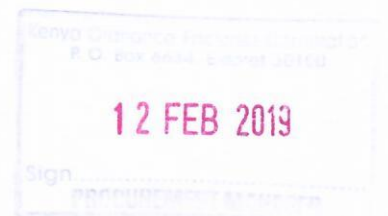
4.1 CONDITIONS TO BE MET BY THE INSURANCE COMPANY

- 4.1.1 Must be registered with the Commissioner of Insurance for the current year and a copy of the current license be submitted.
- 4.1.2 Must have done annual gross premiums in previous 2 years of Kshs.500 million
- 4.1.3 Must have paid up capital of at least Kshs.300 million for General Insurance Companies and Kshs.150 million for Life Insurance Companies.
- 4.1.4 Must give a list of 5 (five) reputable clients and the total clients premiums for the



previous year.

- 4.1.5 Must submit a copy of the audited accounts for the previous year.
- 4.1.6 Must have a total number of 5 management staff of at least 5 years of experience.
- 4.1.7 Must submit copies of the following documents;
 - (a) PIN Certificate
 - (b) Tax Compliance Certificate
 - (c) Certificate of Registration/Incorporation
- 4.1.8 Must be a member of the Association of Kenya Insurance (AKI)



SECTION V

SCHEDULE OF REQUIREMENTS

KOFC SCHEDULE OF INSURANCE REQUIREMENTS – FY 2018/2019SUMMARY OF POLICIES

SER	PARTICULARS OF INSURANCE	VALUE TO BE INSURED (KSHS)
a.	Industrial All Risks	988,002,095.00
b.	Engineering-Material/Damage/Machinery Breakdown	318,637,095.00
c.	All Risks-Office equipment	2,609,770.00
d.	All Risks (Personal Effects)	2,000,000.00
e.	Group Personal Accident - Staff	16,000,000.00
f.	Public Liability	10,000,000.00
g.	Work Injury Benefit	29,562,254.00
h.	Employers Liability	29,562,254.00
i.	Good In Transit	72,000,000.00
j.	Motor- KCG 022T Toyota Hiace	2,500,000.00
k.	Motor Cycle	129,000.00

COVER DETAILS**INDUSTRIAL ALL RISKS****COVER**

Material damage and consequential losses as defined in policy wording following accidental, physical loss or damage to property insured not occasioned by or happening through any excluded cause on the policy.

Total sums insured Kshs 988 002,095.00

Section I

Items	Description	Sum Insured
1	Plant and Machinery	Kshs. 318,637,095.00
2	Buildings	Kshs 459,960,000.00
3	Specialised Works	Kshs. Nil
4	Waterline, Pumps, Buildings	Kshs. 68,755,000.00
5	Assessors fees	Kshs 50,000.00
	Stocks and Work in Progress	
6	Finished Products (Dried Vegetables)	Kshs. 28,000,000.00
7	Boiler, fuel (Diesel, (H.F.O & Diesel)	Kshs. 2,000,000.00
8	Raw Materials Fresh Farm Produce etc	Kshs. 2,000,000.00
9	Work in progress	Kshs 1,400,000.00
	Total Sum Insured	<u>Kshs.</u> 880,802,095.00



Section B Consequential Loss

Reduction in turnover or increase in costs of working to maintain turnover as a result of fire, Lightning, bush fire, subterranean fire, explosion, spontaneous combustion earthquake (fire and shock) malicious damage storm or tempest, flood, bursting and over flowing of water pipes, tanks etc. Aircraft, impact by non-owned road vehicles as per the IAR policy

Item	Description	Limit
1	Loss of Profit	Kshs. 78,000,000.00
2	On salaries – 24 months	Kshs. 29,000,000.00 100% for the first 12 months and 50% thereafter.
3	Audit fees for claim preparation	Kshs. 200,000.00
4	Period of indemnity	12 months

SPECIAL CLAUSES

Electrical Clause III
 Including Malicious damage
 Including site subcontractors
 Including stocks of new/used vehicles and spares not forming part of a motor
 vehicle covered under motor policy
 Including thefts subject to violent or forcible entry or exit or threat of assault
 Including mobile and immobile machinery and /or plant and equipment not covered under the motor policy
 Including subsidence and collapse as defined in the policy
 Including riot and strike and civil commotion
 Millennium endorsement
 Including earthquake, flood, windstorm and weather disturbances
 Including own construction or erection risk

EXTENSIVE CLAUSE

Section A

Alteration and repairs clause
 Nuclear fission, war etc.
 Architects fee clause etc.
 All other contents
 Breach of warranties clause
 Cost of demolition/clearance
 Capital addition clause
 Cost of re-erection

Section B

Alternative index
 Stock accumulation
 Departmental clause
 Payment on account
 Rebate clause
 Prevention of access
 Public power supply
 Own auditors



Reinstatement of loss	Public utilities – power
Public authorities	Goods/services elsewhere
Misdescription clause	Business increase
Public utilities	
Stock debris removal clause	
Reinstatement of value clause	
Wall, Gates and fences	
Mortgage clause	
Vehicle Road	
Municipal plans scrutiny fees clause	
Temporary removal of contents (internal clause)	
Temporary removal of contents (external clause)	
Designation of property	
Appraisalment clause limit Kshs. 500,000/=	
Fuel and tanks clause contract works clause	
Definition of buildings including foundation clause	
Goods/service elsewhere	
Business increase	

EXCLUDED RISKS

Excluding mechanical or electrical breakdown
 Excluding wear, tear, vermin and inherent vice
 Millennium endorsement
 Excluding nuclear fission, war and kindred risks
 Excluding fraud, dishonesty of employees
 Excluding locomotive mechanical vehicles aircraft property
 Excluding jewellery, furs and waterborne vessels
 Excluding computer and computer systems records
 Excluding explosion or collapse of steam operated vessels
 Excluding unexplained disappearance or shortages
 Excluding defect in materials or workmanship
 Excluding loss of data/information through magnetic field or micro cuts

BASIS OF VALUATION

Section A

All items other than stocks	-	Reinstatement
Stocks	-	Indemnity

Section B

All items	-	Indemnity
-----------	---	-----------

EXCESSES

1. Kshs. 500,000/= each and every claim
2. Kshs 20,000 for loss of low value items
3. 2% of sum insured per location maximum Kshs. 5,000,000/= for earthquake claims only.



MACHINERY BREAKDOWN

COVER: Sudden and unforeseen damage to machinery whilst working, at rest or dismantling/erection for inspection or repair. Excluding risks normally covered under a standard fire/perils policy.

BUSINESS: Owners, Managers and Operators of sugar mill, Growing cane, Shop owner, Properties and Land and all other activities of the insured. as allowed by articles & memorandum of Association

LOCATION Anywhere in Kenya

INTEREST & SUMS INSURED Sums Insured **Kshs 318,637,095.00**

SPECIAL: CLAUSES
Automatic reinstatement of loss
Including explosion
Kenya jurisdiction clause
Including riot and strike
Excluding nuclear fission, war and kindred risks
Excluding wear, defect and deterioration
30 days cancellation notice
Including expenses and freight/labour/overtime
Including explosion and collapse (pressure Vessel)
Including fuel gas explosion (pressure Plant)
Policy subject to compliance with factories Act

EXCESS 20% each and every loss min, Kshs. 250,000.00
Motors & Small Item – 20% EEL item Min. Kshs. 20,000.00

ALL RISKS INSURANCE (OFFICE EQUIPMENTS)

COVER:- All risks of loss or damage to property unless occasioned by or happening through any excluded causes.

INTEREST AND SUMS

INSURED:- All office equipments including computers,PABX,mobile phones,radio system,CCTV,laptops,servers,switchboards,switches,cables,routers,UPSs e.t.c

Total sums insured **Kshs. 2,609,770.00**



AREA

LIMITS:- All risks of loss or damage to property unless occasioned by or happening through any excluded causes.

BASIS OF

VALUATION:- Reinstatement

EXCESS:- 10 % of loss minimum – Kshs. 2,000.00

SPECIAL CLAUSES:-

- Including automatic reinstatement of loss
- Lien Clause -.
- Including locked vehicle clause
- Including reinstatement of value clause
- Cancellation notice - 30 days
- Automatic additions/deletions
- Hold up or threat of assault clause
- Including riot, strike and civil commotion
- Including transit risks
- Including persons lawfully in the premises

ALL RISKS INSURANCE (PERSONAL EFFECTS)

COVER:- All risks of loss or damage to property unless occasioned by or happening through any excluded causes.(covering all personal and official effects to representatives of insured while travelling outside the insured premises on official business within and outside the country at any one time)

INTEREST

AND SUMSINSURED:- Various personal effects to include clothes,phones,watches,shoes,laptops,spectacles,money e.t.c

Per person Kshs 100,000.00

Total sums insured Kshs. 2,000,000.00

AREA

LIMITS:- All risks of loss or damage to property unless occasioned by or happening through any excluded causes.



BASIS OF VALUATION:- Reinstatement

EXCESS:- 10 % of loss minimum – Kshs.2,000.00

SPECIAL CLAUSES:-

Including automatic reinstatement of loss
Lien Clause -
Including locked vehicle clause
Including reinstatement of value clause
Cancellation notice - 30 days
Automatic additions/deletions
Hold up or threat of assault clause
Including riot, strike and civil commotion
Including transit risks
Including persons lawfully in the premises

GOODS-IN-TRANSIT

COVER All risks of loss or damage to goods in transit.

INTEREST Various goods as per declaration
Any one carry Kshs 7,200,000.00
Estimated Annual Carry Kshs 72,000,000.00

BASIS OF VALUATION Costs + Freight + 10%
Estimated annual carry - Kshs. 72,000,000.00

EXCESS 10% of loss - Min. Kshs. 10,000.00

BASIS OF VALUATION:

CONVEYANCE Rail/Road/Parcel Post/Airfreight or any approved means,own or hired vehicles

VOYAGE DESCRIPTION: Cover attaches from the time goods leave insureds' premises for commencement of transit and continues until goods are delivered to the consignees address



AREA LIMITS Anywhere within Comesa Countries

EXCESS: 10% ee1 Mi. Kshs. 30,000.00

SPECIAL CLAUSES Including premium adjustment clause
Including riot, strike and civil commotion
Including hold-up and hijacking
Including collusion with employees
Recovery from carriers clause
Institute Radioactive contamination exclusion clause
Excluding theft from unattended vehicles

PUBLIC LIABILITY

COVER: Legal liability in respect of accidental death, bodily injury/illness or loss or damage to property to third parties including legal expenses. Including products liability risks.

LIMITS: Kenya for Products Liability Claims

LIMITS OF INDEMNITY:

	Any one Claim	Any one Period
General Liability Claims	Kshs.10, 000,000.00	Unlimited
Food & Drink Claims	Kshs. 1,000,000.00	

EXCESS:

SPECIAL CLAUSES: Cancellation clause - 30 days notice.

Associate companies.	Defective sanitation
Delivery risks.	Fire and explosion
Floods/Fumes/Pollution.	Goods held in trust
Kenya jurisdiction clause.	Leased premises
Lifts and hoists.	Loading and unloading
Plant hired in/out.	Temporary visits abroad
Car parking.	Cross liabilities clause
Food / Beverage supplied.	Guests effects Kshs. 100,000.00
Machinery and plant.	Property of employees Kshs. 100,000.00
Executive staff liability.	Pedal cycle
Subrogation waiver clause.	Terrorism & Political risks exclusion clause
Temporary Visits abroad.	Work away



First Aid.	Goods in trust
Private dwellings.	Animals clause
Member to Member.	Leased Premises
Indemnity of executives or employees	
Employees effects.	Machinery and Plant
Jurisdiction clause – East Africam.	Cross Liability
Products Liability Extension	Delivery by hand, hand cart or pedal cycles
Railway sliding	Work Away risks including P.T.A
Including legal costs	

WORK INJURY BENEFIT ACT (WIBA)

COVER:- Payment of benefits, as defined, as a result of accidental death or bodily injury to the insured Person(s). Including riot, strike and malicious damage but excluding war, civil war and kindred risks and including Indemnity for liability under the Work Injury Benefit Act (WIBA) 2007 in respect of bodily injury or illness/disease to employees as declared arising out of and in the course of employment.

INSURED PERSONS:-

No of insured persons	50 personnel
Estimated Annual Earnings	Kshs 29,562,254.00

BENEFITS LIMITS:-

<u>EVENT/ITEM</u>	<u>LIMIT</u>
Death	: 8 years earnings
Permanent total disablement	: 8 years earnings
Temporary total disablement	: Actual weekly earnings, maximum 104 week
Medical expenses	: Kshs. 100,000 per incident
Occupational diseases	: As per WIBA
Funeral Expenses	: Kshs. 30,000 per person
Accumulation limit	:

AREA LIMITS Anywhere in Kenya including work away from the premises

GEOGRAPHICAL AREA

Kenya

LIMITS OF LIABILITY

Any one person	-	Kshs. 4,000,000/=
Any one occurrence	-	Kshs. 25,000,000/=
Any one year	-	Kshs. 50,000,000/=

EXCESS

- i. The policy is subject to a three day excess in accordance with the Act
- ii. Each and every claim will also be subject to an excess of Kshs. 5,000/= except for funeral expenses.



NOTES

WIBA policy covers employees whilst on duty only.

EMPLOYERS' LIABILITY (COMMON LAW)

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

Description	Number	Estimated Annual Earnings
-------------	--------	---------------------------

SCHEDULE: All employees including casuals and temporary staff- 50 personnel
Sums Insured Kshs 29,562,254.00 (Annual basic salary)

LIMITS OF INDEMNITY:

Any one accident	-	Kshs. 25,000,000.00
Any one occurrence	-	Kshs. 8,000,000.00
Any one person	-	Kshs. 4,000,000.00

SPECIAL CLAUSES:

Excluding liability to employees of contractors
Excluding war and kindred risks
Excluding pneumoconiosis, asbestosis, silicosis and byssinosis
Kenya jurisdiction clause
Including riot and strike
Excluding liability attaching by virtue of agreement
Excluding injury through wilful act or caused by goods supplied or remedial treatment
Excluding liability under Workmens Compensation Act
Including transportation of employees using company vehicles to and from work as well as social functions.

EXCESS: **Kshs. 25,000 each and every claim**



GROUP PERSONAL ACCIDENT-(STAFF)

COVER: Payment of benefits as defined as a result of accidental death or bodily injury and including occupational diseases to the insured person(s). 24 hours policy.

INSURED PERSONS:

50 - Personnel
Estimated Annual Salary: **Kshs. 16,000,000.00**

BENEFITS:

Death	-	5 years basic salary
Permanent total disablement	-	5 years basic salary
Temporary total disablement	-	5,000 Weekly benefits for a maximum of 104 weeks
Medical expenses/airfares	-	Kshs. 250,000.00
Accumulation Limit	-	Limit Kshs. 100,000,000.00

SPECIAL CLAUSES:

Age Limit – 18 to 75 years
Airfares for treatment
Cancellation notice – 30 days
Disappearance clause
Drugs exclusion not to apply where drugs are administered by a medical practitioner, Exposure clause, Hijack clause
Duty or pleasure
Mountaineering (excluding use of ropes and guides)
Payment on account
Repatriation expenses,
Riot, strike and civil commotion
Subject to declaration and premium adjustment
Trustee clause,
Use of motor cycles upto 250cc



COMMERCIAL VEHICLES (COMPREHENSIVE)

COVER Any loss or damage by accidental means, theft, fire, malicious damage to the vehicle and third party liabilities (death, injuries and property damage) caused by use or operation of insured vehicle.

Reg.	Make	Sum Insured Kshs.
KCG 022T	Toyota Hiace	2,500,000.00

LIMITS OF LIABILITY

Third Party Persons – Unlimited	
Third party property	Kshs. 5,000,000.00
Passenger liability	Kshs. 5,000,000.00 per person
	Kshs. 10,000,000.00 per event
Towing charges	Kshs 50,000.00
Windscreen	Kshs. 50,000.00
Radio Cassette	Kshs. 50,000.00
Repair authority	Kshs 30,000.00
Medical Expenses	Kshs 50,000.00
Geographical area	Kenya

EXCESS: Own Damage 5% of Value Min. Kshs.10,000.00
Theft 5% of Value Min. Kshs.15,000.00 with anti theft & 10%without antitheft Min. 15,000

SPECIAL CLAUSES:

Including liability to passengers
Including riot and strike and civil commotion
Including earthquake, flood, typhoon, hurricane
Kenya Jurisdiction clause.
Including liability of passengers for acts of negligence
Including endorsement 19K & 19M



MOTOR CYCLES (Comprehensive)

COVER:-

Loss of or damage caused by fire and /or theft and legal liability to third parties arising out of use of motor vehicles owned or operated by the insured

**INTEREST
AND**

SUMS INSURED:- 1 unit

Description	Reg	Capacity	Value Kshs.
motor bike	T.B.A	125CC	129,000.00

LIMITS OF

LIABILITY:- Third Party Persons Unlimited
Third Party Property Kshs.20, 000,000
Passenger Liability.....Kshs.10, 000,000 & 50,000,000 in all per
event (cover restricted to passengers in the cabin only)
Medical expensesNo cover
Geographical area..... East Africa

EXCESS Own Damage claims - % of value, Minimum Kshs
Third Party claims – Kshs.
Young & novice drivers..... Kshs.5, 000 additional

USES:- Private business

DRIVERS:- Licensed drivers with insured’s permission.

SPECIAL

CLAUSES:- Including liability to passengers
Including use by motor trade
Including riot and strike and civil commotion
Kenya Jurisdiction clause
Including liability of passengers for acts of negligence
Including special perils including endorsement 19K & 19M
Including contingent liability
Cancellation notice 30 Days



ANNEX A

PRICE SCHEDULE FORM FOR PREMIUMS

SER No.	DESCRIPTION OF INSURANCE COVER	TOTAL PREMIUM (KSHS.)	AMOUNT IN WORDS
1.	Industrial All Risks		
2.	Engineering-Material Damage/ Machinery Breakdown		
3.	All Risks-Office Equipment		
4.	All Risks (Personal Effects)		
5.	Group Personal Accident - Staff		
6.	Public Liability		
7.	Work Injury Benefit		
8.	Employers Liability		
9.	Good In Transit (GIT)		
10.	Motor Vehicle - KCG 022T Toyota Hiace		
11.	Motor Cycle 125CC		

*Price quoted **must** also be expressed in words.*



Form of Tender

Date
Tender No.....

To:
Managing Director,
Kenya Ordnance Factories Corporation,
P.O Box 6634-30100
Eldoret

Gentlemen and/or Ladies:-

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

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

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

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

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

Dated this _____ day of _____ 2018

[Signature]

[In the capacity of]

Duly authorized to sign tender for and on behalf of _____



SECTION VI STANDARD FORMS

Notes on the standard Forms

1. **Form of TENDER** - The form of Tender must be completed by the tenderer and submitted with tender documents. It must also be duly signed by duly authorized representatives of the tenderer.
2. **Price Schedule Form** - The price schedule form must similarly be completed and submitted with tender documents.
3. **Contract Form** - The contract form shall not be completed by the tenderer at the time of submitting the tender. The contract form shall be completed after contract award and should incorporate the accepted contract price.
4. **Confidential Business Questionnaire Form** - This form must be completed by the tenderer and submitted with the tender documents.
5. **Tender Security Form** - When required by the tender document the tenderer shall provide the tender security either in the form included hereinafter or in another format acceptable to the procuring entity.
6. **Performance security Form** - The performance security form should not be completed by the tenderer at the time of tender preparation. Only the successful tenderer will be required to provide performance security in the form provided herein or in another form acceptable to the procuring entity.



CONTRACT FORM

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

WHEREAS the Procuring entity invited tenders for the GPA cover and has accepted a
tender by the tenderer for the supply of the services in the sum of

[contract price in words in figures] (hereinafter called “the Contract Price”). NOW THIS
AGREEMENT WITNESSTH AS FOLLOWS:-

1. In this Agreement words and expressions shall have the same meanings as are
respectively assigned to them in the Conditions of Contract referred to.

2. The following documents shall be deemed to form and be read and
construed as part of this Agreement, viz:

- (a) the Tender Form and the Price Schedule submitted by
the tenderer;
- (b) the Schedule of Requirements
- (c) the Details of cover
- (d) the General Conditions of Contract
- (e) the Special Conditions of Contract; and
- (f) the Procuring entity’s Notification of Award

3. In consideration of the payments to be made by the Procuring entity to the
tenderer as hereinafter mentioned, the tenderer hereby covenants with the
Procuring entity to provide the GPA cover and to remedy defects therein in
conformity in all respects with the provisions of the Contract.

4. The Procuring entity hereby covenants to pay the tenderer in consideration
of the provision of the services and the remedying of defects therein, the Contract
Price or such other sum as may become payable under the provisions of the contract
at the times and in the manner prescribed by the contract.

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

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

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



CONFIDENTIAL BUSINESS QUESTIONNAIRE

You are requested to give the particular indicated in Part 1 and either Part

2(a), 2(b), or 2(c) Which ever applies to your type of business

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

Part _____ General:

Business _____ Name _____

Location _____ of _____ business _____ premises _____

Plot No. _____

Street/Road _____

Address _____

Postal _____

Tel.No. _____ Fax _____ Email _____

Nature _____ of _____ business _____

Registration Certificate No. _____

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

Name of your bankers _____

Branch _____

Part 2(a) – Sole Proprietor:

Your name in full _____ Age _____

Nationality _____ Country of origin _____

Citizenship _____

details _____

Party 2(b) – Partnership

Give details of partners as follows

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

Part 2(c) – Registered Company:

Private or public

State the nominal and issued capital of the company –

Nominal Kshs..



..... Issued
Kshs.....

Give details of all directors as follows

	Name	Nationality	CitizenshipDetails	Shares
1.....				
2.....				
3.....				
4.....				
5.....				

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

..... If a citizen, indicate under "Citizenship Details"

whether by Birth, Naturalization or Registration



TENDER SECURITY FORM

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

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

THE CONDITIONS of this obligation are:-

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

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

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

[Authorized Signatories and official stamp of the Bank]

(Amend accordingly if provided by Insurance Company)



PERFORMANCE SECURITY FORM

To:
[Name of procuring entity]

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

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

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

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

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

Signature and seal of the Guarantors

[Name of bank of financial institution]

[Address]

[Date]

(Amend accordingly if provided by Insurance Company)

