

TENDER NO: KOFC/OT/GEN/002/2019-2020



KENYA ORDNANCE FACTORIES CORPORATION

P.O BOX 6634 – 30100

ELDORET

**TENDER DOCUMENT
FOR**

PROVISION OF INSURANCE SERVICES

FIRM'S DETAILS

NAME.....

P.O BOX.....

TEL:

EMAIL ADDRESS.....

SIGNATURE:

STAMP.....

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SECTION I

- **INVITATION TO TENDER**
DATE: 10 September, 2019

TENDER REF NO: KOFC/OT/GEN/002/2019-2020

TENDER NAME: PROVISION OF INSURANCE SERVICES

The Kenya Ordnance Factories Corporation invites sealed bids from eligible **UNDERWRITERS ONLY** for **Provision of Insurance Services**.

1.1. Qualified candidates may obtain further information from the office of **Procurement KOFC P.O BOX 6634-30100 Tel: +254 722 209 639 Eldoret along Kitale road during normal working hours from 0800hrs to 1700hrs.**

1.3. Completed tender documents are to be enclosed in plain sealed envelopes **NOT** indicating the tenderer/bidders details but marked with tender reference number and tender name be deposited in the Tender Box at **KOFC main gate** so as to be received on or before **Wednesday 25 September 2019 at 1000hrs (10:00 am).**

1.4. Tenders must be accompanied by a Security in the form and amount specified in the tender document, on or before **Wednesday 25 September 2019 at 1000hrs (10 am).** Tender security issued shall be valid for **120 days** from the date of opening of this tender.

1.5. Premiums quoted should be **Inclusive** of VAT and must be in Kenya shillings or any other internationally accepted currency and shall remain valid for **90 days** from the closing date of the tender (**25 September 2019**).

1.6 Tenders will be opened immediately thereafter in the presence of the Candidates or their representatives who choose to attend at **KOFC Conference Room at 10:00 am.**

1.7 Bulky documents that cannot fit into the tender box should be delivered to the **Procurement Office –KOFC** whose receipt must be acknowledged and signed for **on or before Wednesday 25 September 2019 at 1000Hrs**

1.8 Please read through this tender document carefully, fill and return both the Original and Duplicate copies of the tender together with all supporting documents.



S M MANAMBO

Brigadier

for Managing Director

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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 The tender document is free of charged and can be downloaded from 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
- (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 inclusive of taxes.

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

2.9.4 Tenderers should note that this is a **Term (One Year) Contract** and therefore prices quoted **MUST** be maintained throughout the contract period (**One Year**).

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 of either:
- a) Cash.
 - b) A Bank guarantee.
 - c) 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 fill an original and a copy of this tender document, 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

- (a) bear tender number and name in the invitation to tender and the words, “**DO NOT OPEN BEFORE Wednesday 25 September 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 **Wednesday 25 September 2018 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 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 **Wednesday 25 September 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 submit a performance security equivalent to not more than ten per cent of the contract amount before signing of the contract.

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 Tender2. Attached Copy of Valid Tax Compliance Certificate from Kenya Revenue Authority (KRA)3. Attached Copy of Single Business Permit/Trade License issued by relevant government agency.4. Attached Certificate of Registration and /or Incorporation.5. Attached Original Tender Security/ Bid Bond of Kshs. 500,000.00 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 Insurers (AKI)8. Attached Copies of Financial Audited statements for the last 3 years (2016, 2017 and 2018)9. Properly filled, signed and stamped Confidential Business Questionnaire.10. 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. <p>N/B: ALL THE ABOVE MUST BE MET TO QUALIFY FOR THE 2ND STAGE</p>

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 copies of Contract documents/LSO indicating relevant experience in provision of Insurance Services	15
3	Attach copies of recommendation letters from at least 3 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. 200 Million	20
	Sub -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

N/B 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) In case of discrepancy between unit price and total, the unit price shall prevail.</p> <p>c) 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>
2.13.1	All Tenders must be accompanied by a Tender security of Kshs. 500,000.00 in the form of a Bank Guarantee, Bankers Cheque or Insurance Guarantee, valid for at least 120 days after the date of tender opening.
2.14.1	Tenders must be submitted on or before the closing date, not later than 25 September 2019
2.15.1	KOFC will open all tenders in the presence of tenderers representatives, who choose to attend at 10.00 a.m. on 25 September 2019
2.16.1	Performance security of not more than ten per cent (10%) of the contract amount before signing of the contract in the form of Bank Guarantee, Bankers Cheque or Insurance Guarantee.

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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 equivalent to not more than ten percent (10%) of the contract amount before signing of the contract.

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 either:

- a) Cash.
- b) A bank guarantee.
- c) 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 the Contract Agreement Document.

3.8.2 Payment shall be made promptly by the Procuring entity, but in no case not later than ninety (90) days after submission of an debit note 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.

3.9.5 Tenderers should note that this is a **Term (One Year) Contract** and therefore prices quoted **MUST** be maintained throughout the contract period **(One Year)**.

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 in the Invitation to Tender (Section 1)

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. 2 Any clause to be included in this section must be consistent with the applicable public procurement law and regulations.
5. **Pursuant to paragraph 2.14.1** Tenderer **MUST** return dully filled original and Copy of serialized tender document (s).
6. **Pursuant to paragraph 2.3.2** A tenderer who fails to comply with conditions above, will be considered **non responsive** and not considered for evaluation.
7. **Pursuant to paragraph 3.8.2** Payment shall be made promptly by the Procuring entity, but in no case later than ninety (90) days after submission of Debit Note by the Insurer.
8. **Pursuant to paragraph 2.9.4** Tenderers should note that this is a **Term (One Year) Contract** and therefore prices quoted **MUST** be maintained throughout the contract period **(One Year)**.



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.200 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 Insurers (AKI)

KOFC INSURANCE COVERS
1ST DECEMBER 2019 TO 30TH NOVEMBER 2020

SER	PARTICULARS OF INSURANCE	VALUE TO BE INSURED (KSHS)
1.	Domestic Package	8,141,294.00 (See note 1)
2.	Marine (Air, Sea & War)	See note 2 below
3.	Goods In Transit	See Note 3 below
4.	Industrial All Risks	3,607,082,348.00 (See note 4)
5.	Machinery Breakdown	300,000,000.00 (See note 5)
6.	All Risks (Office/ICT Equipment)	20,000,000.00 (See note 6)
7.	All Risks (Personal Effects)	1,800,000.00 (See note 7)
8.	Group Personal Accident - Directors	See Note 8
9.	Group Personal Accident - Staff	See Note 9
10.	Work Injury Benefit	See Note 10
11.	Medical Cover (3 Directors and 357 Members of Staff and Dependants) - Cards Included.	See Note 11
12.	Group Life Assurance	See note 12
13.	Employers Liability	118,750,680.00 (See note 13)
14.	Public Liability	10,000,000.00 (See note 14)
15.	Motor Vehicle Insurance	See note 15

Notes

1. DOMESTIC PACKAGE COMPREHENSIVE INSURANCE (Contents Only)

a. Summary of Cover

Covers loss or damage to contents of residential buildings occupied by KOFC staff. The risks include fire, lightning, explosion, and storm, flood, overflowing of water tanks, earthquakes, riot, strike, malicious act, burglary, theft, larceny and all risks. There are Eleven (11) houses occupied with contents valued at Kshs 8,141,294.00



2. MARINE

a. **Summary of Cover:**

Covers against loss or damage to property while in transit by means of the specified conveyance.

b. **Interest & Limits: -**

Military Cargo including ammunition and explosives, machinery spare and all other interests. **Kshs 95,000,000.00** any one conveyance and or per declaration.

c. **Conveyance:-**

By Road and approved steamer, air Freight, parcel post, rail.

d. **Voyage:-**

Any place in the World to the final Destination in Kenya.

3. GOODS IN TRANSIT

a. **Summary of Cover:**

Covers loss or damage to goods in transit following fire, theft or consequent upon collision or accidental overturning of conveyance (All Risks).

b. **Interest & Limits:-**

Various goods as per declaration.
Any one carry – **Kshs 4,000,000.00**
Estimated Annual Carry – Kshs
95,000,000.00

c. **Conveyance:-**

Own or hired vehicles, rail or parcel post.

d. **Area limit: -**

Kenya

4. INDUSTRIAL ALL RISKS

a. **Summary of Cover:**

Covers loss or damage to insured property by fire, explosion, earthquake, fire and shock, volcanic eruption, all special perils and consequential losses.

b. **Sum Insured:- kshs. 3,607,082,348.00 (Details below)**

	ITEM DESCRIPTION	VALUE (KSHS)
1.	MACHINES & EQUIPMENT (BLDG 51)	1,337,385,225.00
2.	MACHINES & EQUIPMENT (BLDG 52)	224,721,750.00
3.	MACHINES & EQUIPMENT (BLDG 65)	10,000,000.00
4.	MACHINES & EQUIPMENT (BLDG 84)	611,221,488.00
5.	MACHINES & EQUIPMENT (BLDG 58)	14,000,000.00
6.	MACHINES & EQUIPMENT (MILLING PLANT)	38,827,601.00
7.	MACHINES & EQUIPMENT (WATER BOTTLING PLANT)	35,000,000.00
8.	MACHINES & EQUIPMENT (ELDORET BAKERY)	10,000,000.00
9.	MACHINES & EQUIPMENT (GILGIL BAKERY)	10,000,000.00
10.	MACHINES & EQUIPMENT (MAB BAKERY)	30,000,000.00
	SUB- TOTAL	2,321,156,064
11.	BUILDING 18 &19	1,564,667.00
12.	BUILDING 23 &24	1,655,400.00
13.	BUILDING 51	17,760,210.00
14.	BUILDING 52	22,303,260.00
15.	BUILDING 54	10,718,250.00
16.	BUILDING 56	5,246,130.00
17.	BUILDING 57	9,971,460.00
18.	BUILDING 58	5,341,920.00
19.	BUILDING 59	1,687,020.00
20.	BUILDING 60	5,580,000.00
21.	BUILDING 61	679,830.00
22.	BUILDING 62	5,246,130.00
23.	BUILDING 65	6,324,000.00
24.	BUILDING 84	32,504,593.00
25.	BUILDING X	309,690.00
26.	BUILDING Y	558,000.00
27.	BUILDING Z	930,000.00
28.	MILLING PLANT BUILDING	20,000,000.00
29.	MAB BAKERY BUILDING	10,000,000.00
30.	THIKA BOTTLING PLANT BUILDING	10,000,000.00
31.	SPECIALIZED WORKS	10,000,000.00
32.	WATER LINE, PUMPS, BUILDINGS	10,000,000.00
33.	ASSESSORS FEES	100,000.00
	SUB- TOTAL	188,480,560.00
	STOCKS AND WORK IN PROGRESS	
34.	FINISHED PRODUCTS (AMMUNITION)	150,000,000.00
35.	EXPLOSIVE RAW MATERIALS AND FUEL	100,000,000.00
36.	(PRIMERS, POWDER, CHEMICALS)	100,000,000.00
37.	RAW MATERIALS (NON-EXPLOSIVE) BRASS, LEAD ETC	50,000,000.00
38.	WORK IN PROGRESS	100,000,000.00
	SUB- TOTAL	500,000,000.00
39.	ANTICIPATED NET PROFIT	100,000,000.00
40.	ANTICIPATED WAGES BILL (PER MONTH)	20,726,905.20
41.	LENGTH OF TIME TO REHABILITATE FACTORY	24 MONTHS
	TTL WAGES FOR 24 MONTHS*	497,445,724.80
	GRAND TOTAL	3,607,082,348.00

5. MACHINERY BREAKDOWN

a. Summary of Cover:

Covers sudden and unforeseen damage to machinery while working, at rest or dismantling/ erection for inspection or repair.

b. Interest:- Key Machines

c. Sum Insured:- Kshs. 300,000,000.00

d. Including Business Interruption/Consequential loss

6. ALL RISKS (OFFICE/ICT EQUIPMENT)

a. Summary of Cover:

Covers all office equipment including computers, PABX, Mobile Phones, Radio system, CCTV, laptops, Servers, switch boards, switches, cables, routers, UPSs etc from the following risks: Power surge, lightning, vandalism, theft, accidental damage while under repair, unexplained failure and all risks.

b. Interest:- Various Office Equipment & Accessories

c. Sum Insured:- **Kshs. 20,000,000.00:**

7. ALL RISKS (PERSONAL EFFECTS)

a. Summary of Cover:

This policy is to cover all personal and official effects to representatives of the insured while traveling outside the insured premises on official business within and outside the country at any one time.

b. Interest:- Various personal effects to include cloths, Phones, watches, shoes, laptops, spectacles, money etc.

c. Limits of liability:- Per Person - Kshs 100,000.00.
No limit to the number of trips per year.

d. Sum Insured:- Kshs 1,800,000.00

8. GROUP PERSONAL ACCIDENT (KOFC DIRECTORS)

a. **Summary of Cover:**

Covers compensation to the BoD members in the event of injuries, disability or death solely caused by accidental events including riot and Strike, political violence and terrorism.

b. Insured Persons:- Three (3) Board of Directors Members

c. **Benefits:-**

Death	- Kshs 1,000,000.00
Permanent Total Disablement	- Kshs 1,000,000.00
Temporary total Disablement	- Ksh 5,000.00 per week, max 104 weeks
Medical Expenses	- Kshs 200,000.00
Accumulation Limit	- 50,000,000.00
24 hours cover	

9. GROUP PERSONAL ACCIDENT (KOFC STAFF)

a. **Summary of Cover:**

Covers compensation to Corporation employees in the event of injuries, disability or death caused solely by accidental events including riot and Strike, political violence and terrorism.

b. **No.of Insured Persons:-** - 307 Personnel

c. **Annual Sum Insured** - 103,846,680.00

d. **Benefits:-**

Death	- 5 years basic salary
Permanent Total Disablement	- 5 years basic salary
Temporary total Disablement	- Ksh 5,000.00 per week, Max 104 weeks
Medical Expenses	- Kshs 250,000.00
Accumulation Limit	- 100,000,000.00
24 hours cover (duty or pleasure)	

10. **WORK INJURY BENEFIT**

a. **Summary of Cover:**

Covers claims for Accidental death, bodily injury or illness/disease to employees as declared and arising out of in the course of employment as per the WIBA.

- b. **No. of Insured Persons** - 376 Personnel
 c. **Annual basic Salaries** - 118,750,680.00
 d. **Benefits: -** - As per the WIBA Act

11. **MEDICAL COVER KOFC BOARD OF DIRECTORS MEMBERS AND STAFF**

a. **Summary of Cover:**

Policy for Medical Cover, including Operations, Doctor's fees, and air evacuation to the nearest medical facility, theatre fees and pre existing conditions.

- b. **Benefits: -**
 - Inpatient Cover - Kshs 2,000,000.00
 Outpatient (Ser 1 and 2) - Kshs 80,000.00
 Funeral expense - Kshs 100,000.00
 Dental Kshs 30,000.00 within Outpatient Limit.
- c. **Insured Persons**
 - Three (3) Board of Directors (Member Only)
 - 357 Members of Staff and Dependants

SER	LIMIT FOR INPATIENT WITH EVACUATION (KSHS)	MEMBER & DEPENDANT	NO. OF PERSONNEL
1	2,000,000.00	M	3
2	500,000.00	M	0
		M + 1	0
		M+2	2
		M+3	1
		M+4	5
2	350,000.00	M+5	1
		M	0
		M+1	2
		M+2	0
		M+3	8
3	250,000.00	M+4	8
		M+5	12
		M	43
		M+1	26
		M+2	68
		M+3	81
		M+4	55
		M+5	45
TOTAL			360

12. **GROUP LIFE ASSURANCE**

a. **Summary of Cover:**

This policy will cover KOFC employees in case of death while in service from any cause:

- b. **Insured Persons** - 357 Personnel
- c. **Sum Insured** - Kshs 103,846,680.00 (Annual Basic Salary)
- d. **Benefits:** -
- ♦ Death benefits - 3 years annual basic Salary.
 - ♦ Disability benefits - 3 years annual basic Salary.
 - ♦ free cover limit – Kshs 4,000,000.00
 - ♦ last expense Benefits – Kshs 100,000.00

13. **EMPLOYERS LIABILITY (COMMON LAW)**

a. **Summary of Cover:**

Covers the Corporation against legal liability in respect of accidental death, bodily injury, illness/disease to employees (including temporary and casual employees) as declared out of in the course of employment

- b. **Insured Persons** - All employees including casuals and temporary staff - 376 Personnel
- c. **Sum Insured** - Kshs 118,750,680.00 (Annual Basic Sal.)
- d. **Limits of Indemnity** -
- ♦ any one accident - Kshs 25,000,000.00
 - ♦ Any one person - Kshs 4,000,000.00

14. **PUBLIC LIABILITY**

a. **Summary of Cover:**

Covers the Corporation legal liability in respect of any accidental death, bodily injury/illness or loss /damage to property of third parties including legal expenses.

b.	Limits of Indemnity	Any One Claim	Any One period
	◆ General Liability	10,000,000.00	Unlimited
	◆ Food Drinks	1,000,000.00	

15. **MOTOR VEHICLE INSURANCE**

a. **MOTOR PRIVATE VEHICLE (COMPREHENSIVE COVER)**

(1) **Summary of Cover:**

Indemnity against loss of or damage to Motor vehicles and its accessories, Liability to third parties and Passenger Liability arising out of use of motor vehicles owned by the Insured.

S/No	DESCRIPTION	REGN. NO.	SEATING CAPACITY	VALUE	WIND SCREEN	RADIO CASSETTE
1.	Peugeot 406 Saloon	KAV 269 E	Saloon	360,000.00	15,000.00	10,000.00
2.	Ford Ranger	KCE 728D	Double Cab	2,928,256.00	25,000.00	25,000.00
3.	Ford Ranger	KCE 729D	Double Cab	2,699,486.00	25,000.00	25,000.00
4.	Ford Ranger	KCK 634U	Double Cab	4,797,600.00	25,000.00	25,000.00

b. **MOTOR COMMERCIAL VEHICLES (COMPREHENSIVE COVER)**

(1) **Summary of Cover:**

Indemnity against loss of or damage to Motor vehicles and its accessories, Liability to third parties and Passenger Liability arising out of use of motor vehicles owned by the Insured.

(2) **Vehicles:**

S/No	DESCRIPTION	REGN. NO.	SEATING CAPACITY	VALUE (Kshs)	WIND SCREEN	RADIO CASSETTE
5.	Isuzu Pick- up TFS	KAL 321 U	Pick Up	288,000.00	20,000.00	10,000.00
6.	Isuzu Bus MV 118	KAL 715U	62-Seater	600,000.00	25,000.00	N/A
7.	Nissan UD Bus	KAL 719U	62-Seater	540,000.00	10,000.00	20,000.00
8.	Isuzu Minibus NPR 585 L	KAL 722U	25-Seater	714,000.00	25,000.00	10,000.00
9.	Mercedes Benz Ambulance	KAL 716U	308 D - 3000CC	825,000.00	25,000.00	N/A

S/No	DESCRIPTION	REGN. NO.	SEATING CAPACITY	VALUE (Kshs)	WIND SCREEN	RADIO CASSETTE
10.	Mercedes Benz Four Ton Fire Tender - 1998	KAL 720U	M/BENZ 814D	1,050,000.00	25,000.00	N/A
11.	Two Ton Fire Tender - 1998	KAL 721U	M/BENZ 308D	850,000.00	25,000.00	N/A
12.	Nissan Urvan E24	KBQ 505D	12 Seater	660,000.00	20,000.00	20,000.00
13.	Nissan UD Bus	KBT 555N	51 Seater	3,185,000.00	20,000.00	20,000.00
14.	Isuzu NKR	KBW 783V	Lorry	1,452,850.00	20,000.00	20,000.00
15.	Isuzu NKR	KBW 784V	Lorry	3,425,950.00	20,000.00	20,000.00
16.	Ford Ranger	KCE 733D	Pick Up	2,335,600.00	15,000.00	10,000.00
17.	Mistubishi Fh	KCA 679F	Lorry	2,421,698.00	20,000.00	20,000.00
18.	Mistubishi FH	KCA 680F	Lorry	2,000,533.00	20,000.00	20,000.00
19.	Mistubishi FH	KCA 681F	Lorry	4,630,000.00	20,000.00	20,000.00
20.	Mistubishi FH	KCA 682F	Lorry	2,474,343.00	20,000.00	20,000.00
21.	C/Harvester N/Holland	KCE 448D	Harvester	12,180,000.00	20,000.00	20,000.00
22.	Ford Ranger	KCK 635U	Pick up	3,452,600.00	15,000.00	15,000.00
23.	Beiben 26365	KCK 218U	Prime Mover	9,972,480.00	20,000.00	15,000.00
24.	Semi Trailer	ZF 8051	Closed Trailer	4,000,000.00	N/a	N/a

C. MOTOR COMMERCIAL VEHICLES - THIRD PARTY ONLY

(1) Summary of Cover:

Covers compensation for third party liabilities (death, injuries and property damage) arising out of use of motor vehicles owned by the Insured.

(2) Vehicles:

S/No	DESCRIPTION	REGN. NO.	CAPACITY
25.	Jailing Motor Bike	KAL 550U	125CC
26.	Jianshe Motor Cycle	KBF 594 L	125CC
27.	Forklift DFG 30	KAL 724U	Forklift
28.	Forklift DFG 30	KAL 725U	Forklift
29.	Forklift DFG 30	KAL 726U	Forklift
30.	New Holland Tractor	KAL 042U	TS90
31.	New Holland Tractor	KAL 676U	Tractor
32.	New Holland Tractor	KCK 644U	Tractor
33.	New Holland Tractor	KCK 579U	Tractor
34.	Tractor Trailer	ZB 7822	Open Trailer
35.	Honda Motor Bike	KMEB 816W	125 CC
36.	Honda Motor Bike	KMEB 866U	125 CC

Price Schedule Form

ITEM NO.	DESCRIPTION OF INSURANCE COVER	TOTAL PREMIUM (KSHS.)
1.	Domestic Package	
2.	Marine (Air, Sea & War)	
3.	Goods In Transit	
4.	Industrial All Risks	
5.	Machinery Breakdown	
6.	All Risks (Office/ICT Equipment)	
7.	All Risks (Personal Effects)	
8.	Group Personal Accident - Directors	
9.	Group Personal Accident - Staff	
10.	Work Injury Benefit	
11.	Medical Cover (3 Directors and 357 Members of Staff and Dependents) - Cards Included.	
12.	Group Life Assurance	
13.	Employers Liability	
14.	Public Liability	
15.	Motor Vehicle Insurance	
GRAND TOTAL PREMIUM		

Grand Total Premium in Words.....



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.



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 **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. 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 _____



CONTRACT FORM

THIS AGREEMENT made the _____ day of _____ 20_____ between
[name of Procurement entity] of [country of Procurement entity]
(herein after 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 Provision of Insurance Services and
has accepted a tender by the tenderer for provision of services in the sum of _____
_____ [contract price in words in
figures] (herein after 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 FORM

You are requested to give the particulars indicated in Part 1 and either Part 2(a), 2(b) or 2 (c) whichever applied to your type of business
 You are advised that it is a serious offence to give false information on this form

Part 1 – General:

Business Name

Location of business premises.

Plot No..... Street/Road

Postal Address Tel No. Fax E mail

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																														
	<ul style="list-style-type: none"> • Citizenship details • 																														
	Part 2 (b) Partnership Given details of partners as follows:																														
	<table style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 10%;"></th> <th style="width: 25%;">Name</th> <th style="width: 25%;">Nationality</th> <th style="width: 25%;">Citizenship Details</th> <th style="width: 15%;">Shares</th> </tr> </thead> <tbody> <tr> <td>1.</td> <td>.....</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> <tr> <td>2.</td> <td>.....</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> <tr> <td>3.</td> <td>.....</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> <tr> <td>4.</td> <td>.....</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> </tbody> </table>		Name	Nationality	Citizenship Details	Shares	1.	2.	3.	4.					
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1.																											
2.																											
3.																											
4.																											
	Part 2 (c) – Registered Company Private or Public																														
	State the nominal and issued capital of company- Nominal Kshs. Issued Kshs.																														
	Given details of all directors as follows																														
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2.																											
3.																											
4.																											
5.																											
	Date Signature of Candidate																														

If a Kenya Citizen, indicate under “Citizenship Details” whether by Birth, Naturalization or registration.

TENDER SECURITY FORM

Whereas..... (hereinafter called the tenderer has submitted its bid dated for the provision of insurance services (hereinafter called the tender)?

KNOW ALL PEOPLE by these presents that WE of, having our registered office at (hereinafter called the procuring entity in the sum of 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/Insurance]

