

TENDER NO: KOFC/OT/GEN/005/2019-2020



**KENYA ORDNANCE FACTORIES CORPORATION**

**P.O BOX 6634 – 30100**

**ELDORET**

**TENDER DOCUMENT  
FOR**

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

**FIRM'S DETAILS**

**NAME.....**

**P.O BOX.....**

**TEL: .....**

**EMAIL ADDRESS.....**

**SIGNATURE: .....**

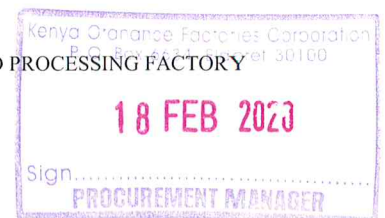
**STAMP.....**

Kenya Ordnance Factories Corporation  
P.O. Box 6634, Eldoret 30100  
**18 FEB 2020**  
Sign.....  
**PROCUREMENT MANAGER**

157

## Table of Contents

SECTION I	INVITATION TO TENDER.....	3
SECTION II	INSTRUCTIONS TO TENDERERS.....	4 - 13
	Appendixes to Instructions to Tenderers .....	14 – 16
SECTION III	GENERAL CONDITIONS OF CONTRACT.....	17 - 21
SECTION IV	SPECIAL CONDITIONS OF CONTRACT.....	22 - 28
SECTION V	PRICE SCHEDULE FOR GOODS.....	29
SECTION VI	STANDARD FORMS.....	30
	FORM OF TENDER.....	31
	CONFIDENTIAL BUSINESS QUESTIONNAIRES FORMS.....	32-33
	REFERENCE LIST.....	34



18 FEBRUARY, 2020

TENDER REF NO. KOFC/OT/GEN/005/2019-2020

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 Eligible Tenderers may obtain further information/clarification from the Procurement office, Kenya Ordnance Factories Corporation, **Tel No. 0722 209 639 /0794 517 532** Email [procurement@kofcpr.co.ke](mailto:procurement@kofcpr.co.ke), during normal working hours from **0800hrs** to **1700hrs**.
- 1.2 Please read through this tender document carefully, fill and provide the requested information together with all supporting documents.
- 1.3 Completed tender documents are to be enclosed in plain sealed envelopes marked **'TENDER NO KOFC/OT/GEN/005/2019-2020 PROVISION OF INSURANCE SERVICES FOR GILGIL FOOD PROCESSING FACTORY** and must be hand delivered or sent by Courier services so as to be received on or before **Tuesday 3 March 2020 at 1000HRS (10 am)** East African time or be deposited in the **Tender Box** at **Kenya Ordnance Factories Corporation main gate**.
- 1.4 Tenders shall be opened immediately thereafter in the presence of the Candidates or their representatives who choose to attend on **Tuesday 3 March 2020** at Conference Room **KOFC** along Eldoret Kitale road.
- 1.5 Bulky documents that cannot fit into the tender box should be delivered to the **Managing Director –KOFC** whose receipt must be acknowledged and signed for **on or before Tuesday 3 March 2020 at 1000Hrs**.
- 1.6 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 (**Tuesday 3 March 2020**).
- 1.7 Please read through this tender document carefully, fill and return both the Original and Duplicate copies together with all required/supporting documents.
- 1.8 Bidders who choose to download the bidding document from website **MUST** forward their particulars immediately to [procurement1@kofcpr.co.ke](mailto:procurement1@kofcpr.co.ke) for records and any further clarifications.



S M MANAMBO

**Brigadier**

for Managing Director

Kenya Ordnance Factories Corporation

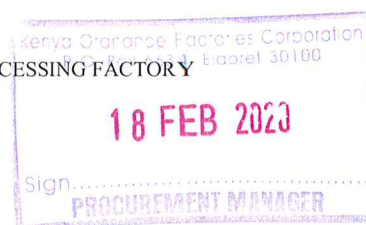


Table of Clauses

	Page
2.1 Eligible Tenderers.....	5
2.2 Cost of Tendering .....	6
2.3 Contents of Tender document.....	6
2.4 Clarification of Tender document.....	7
2.5 Amendments of Tender document.....	7
2.6 Language of Tenders.....	8
2.7 Documents Comprising the Tender .....	8
2.8 Tender Form.....	8
2.9 Tender Prices .....	8
2.10 Tender Currencies .....	9
2.11. Tenderers Eligibility and Qualifications .....	9
2.12 Tender Security.....	9
2.13 Validity of Tenders .....	10
2.14 Format and Signing of Tenders.....	11
2.15 Sealing and Marking of Tenders.....	11
2.16 Deadline for Submission of Tenders.....	12
2.17 Modification and Withdrawal of Tenders .....	12
2.18 Opening of Tenders.....	13
2.19 Clarification of Tenders .....	13
2.20 Preliminary Examination .....	13
2.21 Conversion to Single Currency .....	14
2.22 Evaluation and Comparison of Tenders.....	14
2.23 Contacting the Procuring Entity.....	15
2.24 Post-Qualification .....	16
2.25 Award Criteria .....	16
2.26 Procuring Entity's Right to Vary Quantities.....	16
2.27 Procuring Entity's Right to Accept or Reject any or All Tenders.....	16
2.28 Notification of Award .....	17
2.29 Signing of Contract .....	17
2.30 Performance Security.....	17
2.31 Corrupt or Fraudulent Practices.....	18

18 FEB 2023

Sign.....  
PROCUREMENT MANAGER

## 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](http://www.kofc.co.ke)

2.3 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.

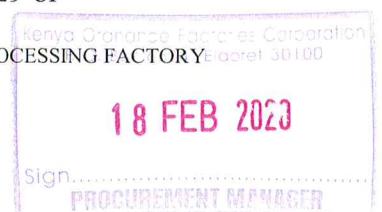
2.12.5 Any tender not secured in accordance with paragraph 2.12.1 and 2.12.3 shall be rejected by the Procuring entity as non-responsive, pursuant to paragraph 2.20.5

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

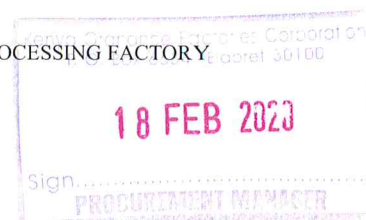
- 2.13.1 Tenders shall remain valid for **90 days** after date of tender opening pursuant to paragraph 2.18. A tender valid for a shorter period shall be rejected by the Procuring entity as non-responsive.
- 2.13.2 In exceptional circumstances, the Procuring entity may solicit the Tenderer's consent 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 [procurement1tech@kofcpr.co.ke](mailto:procurement1tech@kofcpr.co.ke)**
- (a) bear tender number and name in the invitation to tender and the words, "**DO NOT OPEN BEFORE Tuesday 3 March 2020 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 **Tuesday 3 March 2020 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.

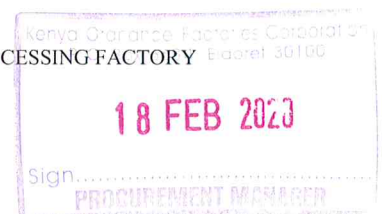
2.17.3 No tender may be modified after the deadline for submission of tenders.

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 **Tuesday 3 March 2020 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

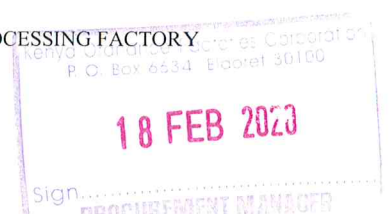
2.20.3 The Procuring entity may waive any minor informality or non-conformity or irregularity in a tender which does not constitute a material deviation provided such waiver does not prejudice or affect the relative ranking of any tenderer.

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.

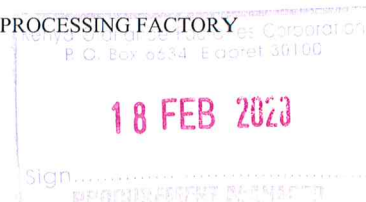
## 2.23 Contacting the Procuring entity

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**

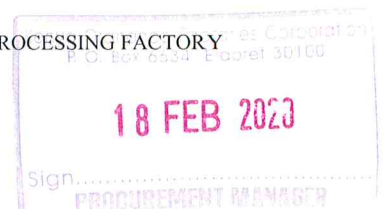
2.26.1 The Procuring entity reserves the right at the time of contract award to increase or decrease the quantity of goods originally specified in the Schedule of requirements without any change in unit price or other terms and conditions

## **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 none 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**

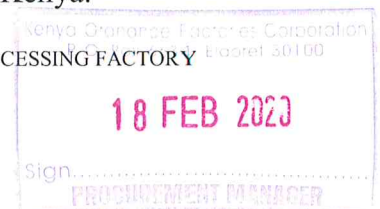
- 2.29.1 At the same time as the Procuring entity notifies the successful tenderer that its tender has been accepted, the Procuring entity will simultaneously inform the other tenderers that their tenders have not been successful.
- 2.29.2 Within fourteen (14) days of receipt of the Contract Form, the 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.

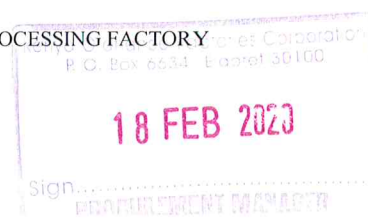


## APPENDIX TO INSTRUCTIONS TO TENDERERS

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:

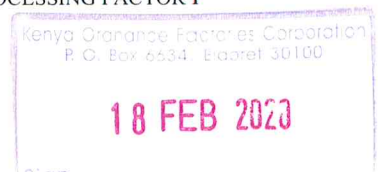
INSTRUCTIONS TO TENDERERS REFERENCE	PARTICULARS OF APPENDIX TO INSTRUCTIONS TO TENDERS
2.11.1	The invitation is open to qualified <b>INSURANCEUNDERWRITERS ONLY</b>
2.12.2	<p><b><u>Evaluation and Comparison of Tenders:</u></b></p> <p>The tenders will be evaluated in three stages as follows: -</p> <p><b><u>A) STAGEONE: MANDATORY REQUIREMENTS.</u></b></p> <ol style="list-style-type: none"> <li>1. Duly filled and signed Form of Tender</li> <li>2. Attached Copy of Valid Tax Compliance Certificate from Kenya Revenue Authority (KRA)</li> <li>3. Attached Copy of Single Business Permit/Trade License issued by relevant government agency.</li> <li>4. Attached Certificate of Registration and/or Incorporation.</li> <li>5. Attached Original Tender Security/ Bid Bond of <b>Kshs. 500,000.00</b> of the tender sum, valid for at least <b>90 days</b>.</li> <li>6. Attach Valid copy of Underwriting Registration Certificate from Insurance Regulatory Authority (IRA)</li> <li>8. Evidence of membership from Association of Kenya Insurers (AKI)</li> <li>9. Attached Copies of Financial Audited statements for the last 3 years (2017, 2018 and 2019)</li> <li>10. Properly filled, signed and stamped Confidential Business Questionnaire.</li> <li>11. 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 <b>MUST</b>.</li> </ol> <p><b>N/B: ALLTHEABOVEMUSTBEMETTOQUALIFYFORTHE2<sup>ND</sup> STAGE</b></p>



INSTRUCTIONS TO TENDERERS REFERENCE	PARTICULARS OF APPENDIX TO INSTRUCTIONS TO TENDERS																																															
	<b>B) STAGE TWO: TECHNICAL EVALUATION</b>																																															
	<table border="1"> <thead> <tr> <th data-bbox="470 358 558 436">No</th> <th data-bbox="558 358 1324 436">Item Description</th> <th data-bbox="1324 358 1452 436">Points</th> </tr> </thead> <tbody> <tr> <td data-bbox="470 436 558 548">1</td> <td data-bbox="558 436 1324 548">Provide evidence/ demon strate that fully documented claims are settled within <b>twenty-one(21)days.</b></td> <td data-bbox="1324 436 1452 548">20</td> </tr> <tr> <td data-bbox="470 548 558 660">2</td> <td data-bbox="558 548 1324 660">Attach 3 copies of Contract documents/ LSO indicating relevant experience in provision of Insurance Services</td> <td data-bbox="1324 548 1452 660">15</td> </tr> <tr> <td data-bbox="470 660 558 728">3</td> <td data-bbox="558 660 1324 728">Attach copies of recommendation letters from at least 3 clients</td> <td data-bbox="1324 660 1452 728">15</td> </tr> <tr> <td data-bbox="470 728 558 806">4</td> <td data-bbox="558 728 1324 806">Mustgivealistof5(five) reputable Clients and the total Clients premiums for the three (3)years</td> <td data-bbox="1324 728 1452 806">10</td> </tr> <tr> <td data-bbox="470 806 558 851">5</td> <td data-bbox="558 806 1324 851">Annual Gross Premiums – <b>Kshs. 200 Million</b></td> <td data-bbox="1324 806 1452 851">20</td> </tr> <tr> <td data-bbox="470 851 558 884"></td> <td data-bbox="558 851 1324 884"><b>Sub -Total</b></td> <td data-bbox="1324 851 1452 884"><b>80</b></td> </tr> <tr> <td data-bbox="470 884 558 996">6</td> <td data-bbox="558 884 1324 996">Financial Capability: The under listed will be extracted from the Financial Audited Accounts (2016, 2017 and 2018) submitted by the tenderers.</td> <td data-bbox="1324 884 1452 996"></td> </tr> <tr> <td data-bbox="470 996 558 1041">a</td> <td data-bbox="558 996 1324 1041">Profitability ratio</td> <td data-bbox="1324 996 1452 1041">4</td> </tr> <tr> <td data-bbox="470 1041 558 1086">b</td> <td data-bbox="558 1041 1324 1086">Gearing ratio</td> <td data-bbox="1324 1041 1452 1086">4</td> </tr> <tr> <td data-bbox="470 1086 558 1131">c</td> <td data-bbox="558 1086 1324 1131">Liquidity ratio</td> <td data-bbox="1324 1086 1452 1131">4</td> </tr> <tr> <td data-bbox="470 1131 558 1176">d</td> <td data-bbox="558 1131 1324 1176">Asset/Capital ratio</td> <td data-bbox="1324 1131 1452 1176">4</td> </tr> <tr> <td data-bbox="470 1176 558 1220">e</td> <td data-bbox="558 1176 1324 1220">Evidence of credit worthiness from the firm’s bankers</td> <td data-bbox="1324 1176 1452 1220">2</td> </tr> <tr> <td data-bbox="470 1220 558 1265">f</td> <td data-bbox="558 1220 1324 1265">Promptness in settlement of claims</td> <td data-bbox="1324 1220 1452 1265">2</td> </tr> <tr> <td data-bbox="470 1265 558 1299"></td> <td data-bbox="558 1265 1324 1299"><b>Sub-Total</b></td> <td data-bbox="1324 1265 1452 1299"><b>20</b></td> </tr> </tbody> </table>			No	Item Description	Points	1	Provide evidence/ demon strate that fully documented claims are settled within <b>twenty-one(21)days.</b>	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	Mustgivealistof5(five) reputable Clients and the total Clients premiums for the three (3)years	10	5	Annual Gross Premiums – <b>Kshs. 200 Million</b>	20		<b>Sub -Total</b>	<b>80</b>	6	Financial Capability: The under listed will be extracted from the Financial Audited Accounts (2016, 2017 and 2018) 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		<b>Sub-Total</b>	<b>20</b>
No	Item Description	Points																																														
1	Provide evidence/ demon strate that fully documented claims are settled within <b>twenty-one(21)days.</b>	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	Mustgivealistof5(five) reputable Clients and the total Clients premiums for the three (3)years	10																																														
5	Annual Gross Premiums – <b>Kshs. 200 Million</b>	20																																														
	<b>Sub -Total</b>	<b>80</b>																																														
6	Financial Capability: The under listed will be extracted from the Financial Audited Accounts (2016, 2017 and 2018) 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																																														
	<b>Sub-Total</b>	<b>20</b>																																														
	<b>N/B The Pass mark for technical specifications shall be 70%</b>																																															



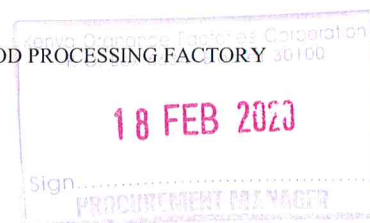
INSTRUCTIONS TO TENDERERS REFERENCE	PARTICULARS OF APPENDIX TO INSTRUCTIONS TO TENDERS
	<p><b>C) <u>STAGE THREE: FINANCIAL EVALUATION.</u></b></p> <p>a) The bidder with the lowest evaluated financial proposal will be recommended for the award of the contract.</p> <p>b) In case of discrepancy between 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. <b>500,000.00</b> in the form of a Bank Guarantee, Bankers Cheque or Insurance Guarantee valid for atleast <b>90days</b> after the date of tender opening.
2.14.1	Tenders must be submitted on or before the closing date, not later than <b>3 March 2020</b>
2.15.1	KOFC will open all tenders in the presence of tenderers representatives, who choose to attend at 10.00 a.m. <b>3 March 2020</b>
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.





**Table of Clauses**

	Page
3.1 Definitions.....	22
3.2 Application.....	22
3.3 Standards.....	22
3.4 Use of Contract Documents and Information .....	23
3.5 Patent Rights .....	23
3.6 Performance Security.....	23
3.7 Delivery of Services and Documents.....	24
3.8 Payment.....	24
3.9 Prices.....	24
3.10 Assignment	24
3.11 Termination for Default .....	25
3.12 Termination for Insolvency.....	25
3.13 Termination for Convenience .....	25
3.14 Resolution of Disputes.....	26
3.15 Governing Language.....	26
3.16 Applicable law.....	26
3.17 Force Majeure.....	26
3.18 Notices.....	27



## 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 fourteen (14) 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.

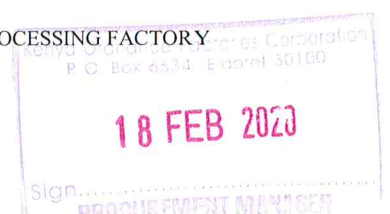
3.6.4 The performance security will be discharged by the Procuring entity and returned to the Candidate not later than thirty (30) days following the date of completion of the Contractor's performance of obligations under the Contract, including any warranty obligations, under the Contract.

### **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 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.

3.9.5 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

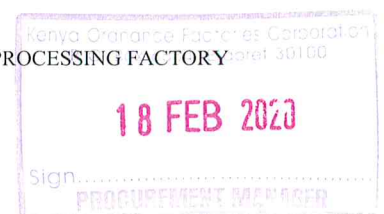
3.10.1 The Contractor shall not assign, in whole or in part, its obligations to perform under this Contract, except with the Procuring entity's prior written consent.

### 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.

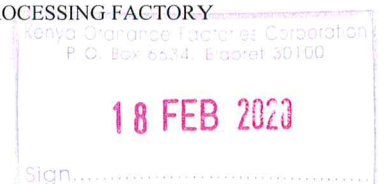
**3.17 Force Majeure**

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)

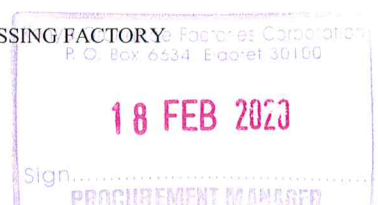
3.18.2 A notice shall be effective when delivered or on the notices effective date, whichever is later.



## 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.

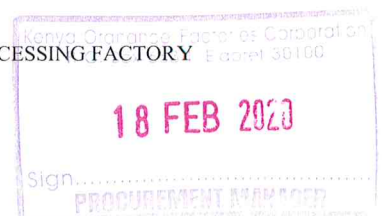
4.1.5 Must submit a copy of the audited accounts for the previous year.

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) Valid Tax Compliance Certificate
- (c) Certificate of Registration/Incorporation

4.1.8 Must be a member of the Association of Kenya Insurers (AKI)



**FOOD PROCESSING FACTORY INSURANCE COVERS**  
**1<sup>ST</sup> APRIL 2020 TO 31<sup>ST</sup> MARCH 2021**

<b>SER</b>	<b>PARTICULARS OF INSURANCE</b>	<b>VALUE TO BE INSURED (KSHS)</b>
1.	Goods In Transit	See Note 1 below
2.	Industrial All Risks	1,014,962,803.00 (See note 2)
3.	Machinery Breakdown	318,637,095.00 (See note 3)
4.	All Risks (Office/ICT Equipment)	2,609,770.00 (See note 4)
5.	All Risks (Personal Effects)	2,000,000.00 (See note 5)
6.	Group Personal Accident - Staff	15,581,954.00 (See Note 6)
7.	Work Injury Benefit	17,741,954.00 (See Note 7)
8.	Employers Liability	17,741,954.00(See note 8)
9.	Public Liability	10,000,000.00 (See note 9)

**Notes**

**1. 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 :-**

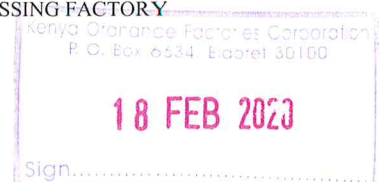
Various goods as per declaration.  
Any one carry – **Kshs 7,200,000.00**  
Estimated Annual Carry – Kshs  
**72,000,000.00**

**c. Conveyance:-**

Own or hired vehicles, rail or parcel post.

**d. Area limit: -**

Kenya





2. **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.1,014,962,803.00 (Details below)**

SER	ITEM DESCRIPTION	VALUE (KSHS)	REMARKS
1.	Machines & Equipment	318,637,095.00	
2.	Building	459,960,000.00	
3.	Water Line, Pumps, Buildings	68,755,000.00	
4.	Assessors Fees	50,000.00	
	<b>Sub- Total</b>	<b>847,402,095.00</b>	
	<b>STOCKS AND WORK IN PROGRESS</b>		
5.	Finished Products (Dried Vegetables )	28,000,000.00	
6.	Boiler, Fuel (Diesel, (H.F.O and Diesel)	2,000,000.00	
7.	Raw Materials Fresh Farm Produce	2,000,000.00	
8.	Work In Progress	1,400,000.00	
	<b>Sub- Total</b>	<b>33,400,000.00</b>	
9.	<b>CONSEQUENTIAL LOSS</b>		
10.	Anticipated Net Profit	78,000,000.00	
11.	Staff Salaries for 24 Months	55,960,708.00	100% for the first 12 months and 50% thereafter
12.	Audit Fee for claim preparation	200,000.00	
	<b>Sub- Total</b>	<b>134,160,708.00</b>	
	<b>GRAND TOTAL</b>	<b>1,014,962,803.00</b>	

3. **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:-** Production Machines & Equipment

c. **Sum Insured:-** Kshs. 318,637,095.00

d. Including Business Interruption/Consequential loss



4. **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. 2,609,770.00

5. **ALL RISKS (PERSONAL EFFECTS)**

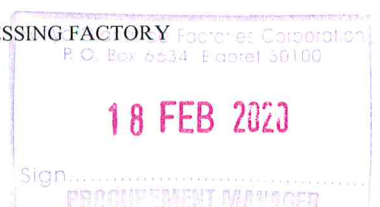
a. **Summary of Cover:**

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 2,000,000.00



6. **GROUP PERSONAL ACCIDENT**

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:-** - 48 Personnel  
c. **Annual Sum Insured** - 15,581,954.00

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)

7. **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.

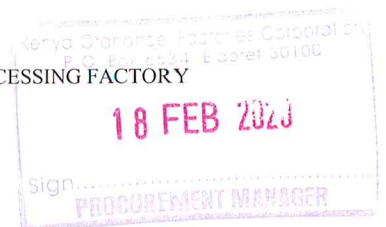
- b. No. of Insured Persons - 58 Personnel  
c. Annual basic Salaries - Kshs 17,741,954.00  
d. Benefits: - As per the WIBA Act

8. **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 - 58 Personnel  
c. **Sum Insured** - Kshs 17,741,954.00 (Annual Basic Sal.)  
d. **Limits of Indemnity** -  any one accident - Kshs 15,000,000.00  
 Any one person - Kshs 4,000,000.00



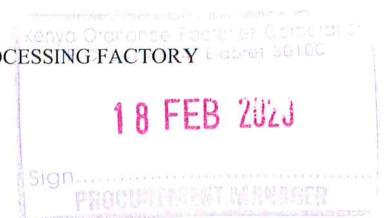
9. **PUBLIC LIABILITY**

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**

- |                          |                   |               |           |
|--------------------------|-------------------|---------------|-----------|
| <input type="checkbox"/> | General Liability | 10,000,000.00 | Unlimited |
| <input type="checkbox"/> | Food and Drinks   | 1,000,000.00  |           |



## PRICE SCHEDULE FORM

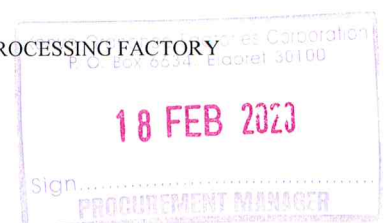
SER	PARTICULARS OF INSURANCE	TOTAL PREMIUM (KSHS.)	TOTAL PREMIUM (KSHS.) IN WORDS
1.	Goods In Transit		
2.	Industrial All Risks		
3.	Machinery Breakdown		
4.	All Risks (Office/ICT Equipment)		
5.	All Risks (Personal Effects)		
6.	Group Personal Accident - Staff		
7.	Work Injury Benefit		
8.	Employers Liability		
9.	Public Liability		
<b>GRAND TOTAL PREMIUM</b>			



## 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 abideby 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 \_\_\_\_\_



**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

..... Postal Address

..... Tel.No. .... Fax ..... Email .....

Nature of business

.....

Registration Certificate No.

.....

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

..... Name of your bankers .....

Branch .....

Part 2(a) – Sole Proprietor:

Your name in full ..... Age

..... Nationality ..... Country

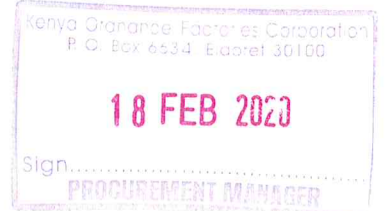
of origin ..... Citizenship

details.....

Party 2(b) – Partnership

Give details of partners as follows

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





Part 2(c) – Registered Company:  
Private or public

.....  
State the nominal and issued capital of the company –

Nominal Kshs..

.....  
Issued

Kshs.....

Give details of all directors as follows

Name Nationality

Citizenship Details

Shares

1.....

2.....

3.....

4.....

5.....

Date..... Signature of Tenderer

..... If a citizen, indicate under “Citizenship Details”

whether by Birth, Naturalization or Registration

