



**THE JOMO KENYATTA  
FOUNDATION**

**TENDER FOR PROVISION OF  
GENERAL INSURANCE SERVICES**

**TENDER NO. JKF/T/06/2017 - 18**

October, 2017

Information contained in this document is provided strictly to assist prospective bidders in their bid preparation. Any other use or disclosure to a third party is restricted and requires prior written permission from the JKF.

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## **SECTION I - TENDER NOTICE**

The Jomo Kenyatta Foundation (JKF) invites sealed tenders from eligible candidates for the Provision of Insurance Cover for a period of one year effective January 2018 as follows: -

1. Tender No. JKF/T/06/2017 – 2018 for Provision of General Insurance Cover.

Interested eligible candidates may obtain complete set of tender document by downloading from the JKF website [www.jkf.co.ke](http://www.jkf.co.ke) or the IFMIS website [www.supplier.treasury.go.ke](http://www.supplier.treasury.go.ke).

Prices quoted should be net inclusive of all taxes and delivery costs, must be expressed in Kenya Shillings and shall remain valid for a period of 120 days from the closing date of the tender.

Completed Tender Documents enclosed in plain sealed envelopes, marked with the Tender Name and Number should be deposited in the Tender Box provided at The Jomo Kenyatta Foundation's Offices (No. 51) located in Industrial Area, along Enterprise Road, Nairobi addressed to:

The Managing Director,  
The Jomo Kenyatta Foundation,  
P.O. Box 30533 - 00100,  
**Nairobi.**

**Tel.** +254 020 557222, 531975, 0723 286993, 0723 969793, 0735 339135

Duly completed bid documents should be deposited in the tender box located at the reception area on or before 8<sup>th</sup> November 2017 at 2.30 p.m.

Tenders must be accompanied by a tender Security of **Kenya Shillings one hundred Thousand (100,000/=)** in form of a guarantee from a reputable bank or an insurance company approved by PPRA payable to **The Jomo Kenyatta Foundation.**

Tenders will be opened immediately thereafter in the presence of the tenderers representatives who choose to attend at the conference room in the same venue.

**MANAGING DIRECTOR**

**SECTION II - INSTRUCTION TO TENDERERS**

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**SECTION II - INSTRUCTIONS TO TENDERERS**

**2.1. Eligible Tenderers**

- 2.1.1 This Invitation for Tenders is open to all tenderers eligible as described in the Appendix to Instructions to Tenderers. 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 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 price to be charged for the tender document shall not exceed Kshs.5,000/=

2.2.3 The procuring entity shall allow the tenderer to review the tender document free of charge before purchase.

## **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) Insurance Company's Authorization Form
- (xiii) Declaration 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 the tender documents or to submit a tender not substantially responsive to the tender documents in every respect will be at the tenderers risk and may result in the rejection of its tender.

## **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.
- 2.4.3 Preference where allowed in the evaluation of tenders shall not exceed 15%

## **2.5 Amendment of Tender Documents**

- 2.5.1 At any time prior to the deadline for submission of tenders, the Procuring entity, for any reason, whether at its own initiative or in response to a clarification requested by a prospective tenderer, may modify the tender documents by issuing and addendum.
- 2.5.2 All prospective tenderers who have obtained the tender documents will be notified of the amendment by post, fax or email and such amendment will be binding on them.
- 2.5.3 In order to allow prospective tenderers reasonable time in which to take the amendment into account in preparing their tenders, the Procuring entity, at its discretion, may extend the deadline for the submission of tenders.

## **2.6 Language of Tenders**

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

## **2.7 Documents Comprising the Tender**

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

## **2.8. Form of Tender**

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

## **2.9. Tender Prices**

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

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

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

## **2.10. Tender Currencies**

2.10.1 Prices shall be quoted in Kenya Shillings

## **2.11. Tenderers Eligibility and Qualifications**

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

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

## **2.12. Tender Security**

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

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

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

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

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

- d) Letter of credit.
  - e) Or guarantee by a deposit taking microfinance institution, Sacco society, the Youth Enterprise Development Fund or the Women Enterprise Fund.
- 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 120 days after date of tender opening pursuant to paragraph 2.18. A tender valid for a shorter period shall be rejected by the Procuring entity as non-responsive.
- 2.13.2 In exceptional circumstances, the Procuring entity may solicit the Tenderer's consent to an extension of the period of validity. The request and the responses thereto shall be made in writing. The tender security provided under paragraph 2.12 shall also be suitably extended. A tenderer granting the request will not be required nor permitted to modify its tender.

### **2.14. Format and Signing of Tenders**

- 2.14.1 The tenderer shall prepare an original and a copy of the tender, clearly marking each "**ORIGINAL TENDER**" and "**COPY OF TENDER**" as appropriate. In the event of any discrepancy between them, the original shall govern.
- 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 the tender, except for un-amended printed literature, shall be initialed by the person or persons signing the tender.
- 2.14.3 The tender shall have no interlineations, erasures, or overwriting except as necessary to correct errors made by the tenderer, in which case such corrections shall be initialed by the person or persons signing the tender.



## **2.15 Sealing and Marking of Tenders**

- 2.15.1 The tenderer shall seal the original and the copy of the tender 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 the Procuring entity at the address given in the Tender Notice.
  - (b) bear tender number and name in the invitation to tender and the words, “DO NOT OPEN BEFORE 8<sup>th</sup> November 2017 at 2.30 p.m.
- 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 Tenders must be received by the Procuring entity at the address specified under paragraph 2.15.2 not later than 8<sup>th</sup> November 2017 at 2.30 p.m.
- 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 tenders which will not fit in the tender box shall be received by the procuring entity as provided for in the appendix.

## **2.17. Modification and Withdrawal of Tenders**

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

Withdrawal of a tender during this interval may result in the Tenderer's forfeiture of its tender security, pursuant to paragraph 2.12.7.

## **2.18. Opening of Tenders**

- 2.18.1 The Procuring entity will open all tenders in the presence of tenderers' representatives who choose to attend, on 8<sup>th</sup> November 2017 at 2.30 p.m. 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 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 tenders 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 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, 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

- (i) 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

- (i) 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 15 days from the date of opening the tender unless the period is extended with the authority of the Accounting Officer.

## **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 accept or Reject any or all Tenders**

- 2.26.1 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.

2.26.2 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.

2.26.3 A tenderer who gives false information in the tender document about his 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.

## **2.27 Notification of Award**

2.27.1 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.

2.27.2 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.

2.27.3 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

## **2.28 Signing of Contract**

2.28.1 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.

2.28.2 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.

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

2.28.4 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.

## **2.29 Performance Security**

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

2.29.2 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.

### **2.30 Corrupt or Fraudulent Practices**

- 2.30.1 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.
- 2.30.2 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
- 2.30.3 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**

### **Notes on the Appendix to the Instruction to Tenderers**

1. The Appendix to instructions to tenderers is intended to assist the procuring entity in providing specific information in relation to corresponding clause in the instructions to Tenderers included in Section II and has to be prepared for each specific procurement.
2. The procuring entity should specify in the appendix information and requirements specific to the circumstances of the procuring entity, the procuring of the procurement, and the tender evaluation criteria that will apply to the tenders.
3. In preparing the Appendix the following aspects should be taken into consideration;
  - (a) The information that specifies and complements provisions of Section II to be incorporated.
  - (b) Amendments and/or supplements if any, to provisions of Section II as necessitated by the circumstances of the specific procurement to be also incorporated.
4. Section II should remain unchanged and can only be amended through the Appendix to instructions to tenders.
5. Any clause to be included in the appendix to instructions to tenderers must be consistent with the applicable public procurement law and regulations.

### **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.

Instruction to tender reference	<i>Particulars of Appendix to instructions to tenderers</i>
2.1	Insurance companies and Brokerage firms that satisfy the conditions set out under the Section IV – Special Condition of Contract
2.15.2 (b)	8 <sup>th</sup> November 2017 at 2.30 p.m.
2.16.1	<i>As 2.15.2 (b) above</i>
2.16.3	Bulky tenders shall be received by the office of the Managing Director and kept in safe custody until the opening date and time.
2.18.1	<i>As 2.15.2 (b) above</i>
2.14.1	The bids shall be submitted an original, clearly marked “ORIGINAL” and one copy clearly marked as “COPY”. In the event of discrepancy between “ORIGINAL” and “COPY”, the original shall prevail.
2.22	In addition to the provisions of this Clause, the Tender Evaluation Committee shall evaluate and compare the tenders in accordance with the evaluation criteria set out in the Special Conditions of Contract (SCC).
2.22.3	Compliance with all Insurance Regulatory Authority (IRA) and RBA requirements shall form part of the evaluation criteria and failure to comply may lead to disqualification.

### **SECTION III - GENERAL CONDITIONS OF CONTRACT**

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### **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 therein.
- (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) “JKF” means the Catering and Tourism Development Levy Trustee.
- (g) “GCC” means the General Conditions of Contract contained in this section.
- (h) “SCC” means the Special Conditions of Contract
- (i) “Day” means calendar day

### **3.2. Application**

3.2.1 These General Conditions shall apply to the extent that they are not superseded 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 3.4.1 above.



3.4.3 Any document, other than the Contract itself, enumerated in paragraph 3.4.1 shall remain the property of the Procuring entity and shall be returned (all copies) to the Procuring entity on completion of the contract's or performance under the Contract if so required by the Procuring entity.

### **3.5. Patent Rights**

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

### **3.6 Performance Security**

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

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

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

- a) Cash.
- b) A bank guarantee.
- c) Such insurance guarantee approved by the Authority.
- d) Letter of credit.
- e) Or guarantee by a deposit taking microfinance institution, Sacco society, the Youth Enterprise Development Fund or the Women Enterprise Fund.

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

### **3.7. Delivery of services and Documents**

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

### **3.8. Payment**

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

3.8.2. Payment shall be made promptly by the Procuring entity, but in no case later than sixty (30) 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 as 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 (12 months)
- 3.9.3 Where contract price variation is allowed the variation shall not exceed 10% of the original contract price
- 3.9.4 Price variation requests shall be processed by the procuring entity within 30 days of receiving the request.

### **3.10. Assignment**

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

### **3.11. Termination for Default**

- 3.11.1 The Procuring entity may, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the Contractor terminate this Contract in whole or in part:
- (a) if the Contractor fails to provide any or all of the services within the period(s) specified in the Contract, or within any extension thereof granted by the Procuring entity.
  - (b) If the Contractor fails to perform any other obligation(s) under the Contract
  - (c) If the Contract in the judgment of the Procuring entity has engaged in corrupt or fraudulent practices in competing for or in executing the contract
- 3.11.2 In the event the Procuring entity terminates the contract in whole or in part, it may procure, upon such terms and in such manner as it deems appropriate, services similar to those un-delivered and the Contractor shall be liable to the Procuring entity for any excess costs for such similar services. However the contractor shall continue performance of the contract to extent not terminated.

### **3.12. Termination for Insolvency**

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

of action or remedy, which has accrued or will accrue thereafter to the procuring entity.

### **3.13. Termination for Convenience**

- 3.13.1 The Procuring entity by written notice sent to the contractor may terminate the contract in whole or in part, at any time for its convenience. The notice of termination shall specify that the termination is for the procuring entities convenience, the extent to which performance of the contractor of the contract is terminated and the date on which such termination becomes effective.
- 3.13.2 For the remaining part of the contract after termination, the procuring entity may elect to cancel the services and pay to the contractor an agreed amount for partially completed services.

### **3.14 Resolution of Disputes**

- 3.14.1 The procuring entity and the contractor shall make every effort to resolve amicably by direct informal negotiations any disagreement or disputes arising between them under or in connection with the contract
- 3.14.2 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 its delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.

### **3.18 Notices**

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

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

## **SECTION IV - SPECIAL CONDITIONS OF CONTRACT**

### **Notes on Special Conditions of Contract**

1. The clauses in this section are intended to assist the procuring entity in providing contract-specific information in relation to corresponding clauses in the General Conditions of Contract
2. The Provisions of Section IV complement the General Conditions of Contract included in Section III, specifying contractual requirements linked to the special circumstances of the procuring entity and the insurance cover required. In preparing Section IV, the following aspects should be taken into consideration.
  - (a) Information that complement provisions of Section III must be incorporated; and
  - (b) Amendments and/or supplements to provisions of Section III, as necessitated by the circumstances of the specific insurance cover required must also be incorporated.
3. Where there is a conflict between the provisions of the special conditions of contract and the provisions of the general conditions of contract, the provisions of the special conditions of contract shall prevail over the provisions of the general conditions of contract.
4. Any clause to be included in this section must be consistent with the applicable public procurement law and regulations.

## **SECTION IV – SPECIAL CONDITIONS OF CONTRACT**

### **CONDITIONS TO BE MET BY THE INSURANCE BROKER**

- Must be registered with the Commissioner of Insurance for the current year and a copy of the current license submitted
- Must have paid up capital of at least Kshs. 10 million.
- Must have a bank guarantee of Kshs. 1 million deposited with the Commissioner of Insurance and a copy be submitted.
- Must have a professional Indemnity Insurance Cover of at least Kshs. 50 million from a reputable underwriter and a copy submitted.
- Must give a list of 5 (Five) clients with a cumulative premium turnover of at least Kshs. 5 million in the previous year.
- Must submit their latest audited accounts for at least two (2) years.
- Must be a current member of the Association of Insurance Brokers of Kenya (AIBK). Copy of certificate must be attached.
- Must have been in operation for at least 5 years (Provide evidence).
- Must provide a copy of the underwriter's quotations.
- Provide a bid Bond of Kshs. 100,000.

## **CONDITIONS TO BE MET BY THE INSURANCE COMPANY**

- Must be registered with the Commissioner of Insurance for the current year and a copy of the current license submitted.
- Must have share capital of Kshs. 100 million for life business and Kshs. 200 million for general insurance business.
- Must have done a minimum annual premium turnover of Kshs. 100 million (one hundred million shillings) excluding motor insurance business in the previous year.
- Must submit their latest audited accounts for at least two (2) years.
- Must be a member of the Association of Kenya Insurance (AKI)
- Must produce copies of the following
  - a) PIN Certificate
  - b) Valid Tax Compliance Certificate.
  - c) Certificate of Registration/Incorporation
- Must provide evidence of re-insurance arrangements.

## **EVALUATION CRITERIA**

### **The Evaluated Bid Score**

The tender evaluation process shall be a two stage process where the bid documents shall undergo a technical evaluation stage before the financial bids are opened and evaluated.

An Evaluated Bid Score ( $B_i$ ) shall be constituted of a technical score allocated 80% and the financial score 20%.

The Evaluation Bid Score will be calculated for each responsive bid using the following formula, which permits a comprehensive combined assessment of the bid price and the quality (Technical merit) of each bid.

$$B_i = (C_{\text{lowest}}/C_i) X + T_i(1-X)$$

Where

$C_i$	=	Evaluated Bid Price
$C_{\text{lowest}}$	=	the lowest of all the Evaluated Bid Prices
$T_i$	=	the Total Technical Points awarded to the bid
$X$	=	weight for the price is 0.20 or 20%

The bid with the highest evaluated bid score (B) among responsive bids shall be termed the Lowest Evaluated Bid and is eligible for contract award

### **Technical Evaluation Criteria for Brokers**

	<b>DESCRIPTION</b>	<b>POINTS</b>	<b>POINTS</b>
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i	Specific experience related to the assignment <ul style="list-style-type: none"> <li>Professional Indemnity cover of KShs. 50M</li> <li>Five (5) years of experience in Insurance Brokerage</li> <li>Experience in Large Industrial Risk and Aviation policies</li> </ul>	35	20 10 5
ii	Adequacy of the proposed Workplan and Methodology <ul style="list-style-type: none"> <li>Technical approach methodology</li> <li>Quality of workplan and demonstrated technical capacity</li> <li>Tax compliance (Confirmation from KRA) required.</li> </ul>	15	5 5 5
iii	Qualification and competence of the key staff. <ul style="list-style-type: none"> <li>Team leader qualification as per the criteria set in part C</li> <li>Other technical staff qualified as per the criteria set in part C</li> </ul>	15	5 10
iv	Availability of Computer Software specific to insurance brokerage business (specify)	5	5
v	Minimum paid up capital of at least KShs. 10M	10	10
vi	An annual commission turnover of at least Kshs 5M for the last one year.	10	10
vii	At least five (5) reputable clients with a cumulative premium turnover of at least Kshs. 5 million in the previous year.	10	10
	<b>TOTAL</b>	<b>100</b>	<b>100</b>

**Note:**

Interested Brokers are required to submit or ensure **their proposed Underwriters** provide the required information failure to which they may be disqualified.

**Evaluation Criteria for Underwriters**

	<b>CRITERIA</b>	<b>POINTS</b>
1.	Evidence of legal capacity to enter into brokerage contracts, including <ul style="list-style-type: none"> <li>Registration and</li> <li>Appropriate licensing</li> </ul>	10
2.	List of Directors, Auditors, Bankers and Principal shareholders as at the end of last Financial year.	10
3.	Name, academic and professional qualifications of CEO including length of time on the job.	5
4.	Name, academic and professional qualification and relevant experience of technical staff of the company.	15
5.	Audited accounts for each of the last 2 years	40
6.	Nature and scope of any Technical Relationship with other Insurance Company (Local or Foreign)	10
7	At least premium turnover of 100M	10

	<b>CRITERIA</b>	<b>POINTS</b>
	<b>TOTAL</b>	<b>100</b>

### **Financial Evaluation Criteria**

	<b>DESCRIPTION</b>	<b>POINTS</b>
(i)	This will be evaluated on the scope of cover in relation to premium and the lowest evaluated excess.	40
(ii)	Minimum share capital of recommended underwriter To be 100M – Life and 200M General business.	25
(iii)	Branch network of Underwriter in the country	15
(iv)	Underwriting Profit of the recommended Underwriter	20
	<b>TOTAL</b>	<b>100</b>

## **SECTION V - SCHEDULE OF REQUIREMENTS**

### **Notes for preparing Schedule of Requirements.**

1. The schedule of Requirements shall be included in the tender documents by the procuring entity and shall cover, at the minimum, a description of the insurance cover to be provided and full particulars of the same.
2. The objectives of the schedule of requirements are to provide sufficient information to enable tenderers to prepare their tenders comprehensively, efficiently and accurately. In particular the price schedule for which a form is provided in Section VI must be carefully completed.
3. In addition, the schedule of requirements together with the price schedule should serve as a basis in the event of services variation at the time of award of contract pursuant to instruction to tenderers paragraph 2.26

## **SECTION V - SCHEDULE OF INSURANCE RISKS AND REQUIRED POLICIES**

### **1. Fire and Related Perils - Sum Insured KShs. 485.1 Million**

- Covers loss of and/or damage to insured property by fire, lightning, explosion, earthquake, fire and stock and all associated special perils affecting buildings and land owned, leased, occupied and/or used by the Company **-136.5 Million.**
- Plant & Machinery includes computer installations and peripherals – **10.5 Million.**
- Stock of every description including raw materials, spares, manuscripts, drawings, moulds, patterns, models, finished goods etc.- **315 Million**
- Other Miscellaneous Items including furniture & fittings - **21 Million**
- Goods of every description held in trust or commission - **2.1Million**
- 

**Total Sum Insured 485.1 Million**

**Basis of Evaluation:**

Buildings	-	Reinstatement
Stocks etc.	-	Indemnity
Machinery	-	Reinstatement
Other items	-	Reinstatement

**Cover Extensions:**

Riot, strike and civil commotion  
 Malicious damage  
 Bush fire  
 Special perils  
 Standard explosion  
 Earthquake and volcanic eruption  
 Spontaneous combustion  
 Tidal wave  
 Landslide - subsidence  
 Subterranean fire

**2. All Risks Policy (Combined) - Sum Insured in KShs. 7 Million**

Physical loss or damage to the specified property arising from any cause not excluded by the policy including riot, strike and civil commotion, and subterranean fire covers office equipment, personal effects of Company officials while traveling outside the Company business premises on official Company vehicles or hired or own vehicles being used in connection with the Company business within Kenya.

**Cover Extensions:**

Riot, strike and civil commotion  
 Reinstatement of loss  
 Locked boot/car clause  
 Temporary removal clause  
 Automatic deletions/additions  
 Earthquake and subterranean fire.  
 Pairs and sets clause

Indemnity limit per person	-	300,000/=
Total sum assured for personal effects	-	0.5 Million
Total sum assured for Office Equipment	-	5.5 million

**3. Money Insurance - Sum Insured (in KShs.)**

Money on Transit including wages and salaries	-	5 Million
Money on premises during business hours	-	5 Million
Money in locked safes during business hours	-	3 Million
Money in locked safes outside business hours	-	5 Million
Money with authorized staff and salesmen in transit & residences	-	0.5 Million
Damage on safes	-	1.5 Million



Money on premises but not in safes outside business hours - 0.5 Million  
 Cash transit warranty limit - 3 Million  
 Estimated Annual Carry - 250 Million

**4. Computer material damage policy - Sum insured KShs. 5.5**

Covering all computer installations and ancillary equipment.

**5. Fidelity Guarantee (Staff - 120 employees)** revised to KShs. 1M per claim and KShs. 20m per one period, Indemnity against loss of money and/or stocks and/or stores caused by fraud or dishonesty of the insured employees

- To cover all employees of the insured handling, transporting or keeping cash or stocks.
- All employees receiving and issuing stock.
- All employees manufacturing, packaging or dispatching stocks.
- All those employees that have access to cash or stocks of the insured.
- All employees who guard the insured premises, shops and stores or keep custody of the keys to the said premises.
- Executive Directors/Managing Director of the insured.
- All Managers and Administrators of the insured.
- Scope of cover/cover limit in KShs.

- 5 Million per employee.
- 5 M. per incident or Claim.
- 113 M. per insurance year.

Geographical area

- East Africa

Cover extension

- Automatic additions/deletions of staff
- Reinstatement of loss clause.
- Auditors fee extension (Limit KShs. 350,000.00)
- Breach of warranties.
- Discovery period extension - 90 days.
- Including loss of stores, stock and other property.
- Collusion clause

**6. Goods in Transit (Road, Rail, Air & Sea) - Sum assured KSh. 250 Million**  
**Interests and sums insured**

All goods including books, stocks, raw materials, spare parts and all others whilst in transit anywhere in Kenya and beyond.

**Conveyance:** By road and/or rail and/or by air with own, donated and or hired vehicles, conveyors and/or courier services.

**Voyage:** Transits within and beyond Kenya.

To cover loss or damage to books and other Company goods while being transported between Head Office and the Company's nationwide outlets and from one outlet to another or to the Head Office or to/ from customers. This will also cover Company goods being transported from other printers and suppliers to Company business premises. The means of conveyance could be the Company's own vehicles, hired or any other third party vehicle. The policy also covers goods being conveyed by courier services whether by road, rail or air. Goods in this case include stock and materials in Trade Equipment, spare parts and other accessories.

Sum Insured in KShs. - 5 Million per carry/conveyance  
 - 5 Million per loss or incident  
 Estimated Annual Carry - KShs. 250 Million

**Cover Extensions:**

- Theft from unattended vehicles
- Reinstatement of loss
- Riot, strike and civil commotion
- Goods in trust
- Hold up
- Theft, pilferage and non-delivery

**7. (a) 1 (one) Motor Vehicles (PSV) (Comprehensive) - sum assured KShs. 440,550/=.**

Comprehensive 1 x 14 Passengers Staff Bus (KAR 623 L Toyota Hiace Van)	- 440,550/=
Third Party - property damage	- 5 Million
Passenger per accident	- Unlimited
Any other person per event	- Unlimited
Medical expenses per accident	- 2 Million
Towing	- 50,000/=
Windscreen	- 50,000/=
Authorized repair limit	- 50,000/=
Accessories including Radios & Cassettes	- 30,000/=
Loss of use extension	- 15,000/- per day

**Cover Extension:** To cover 14 non staff (members of the public).

**(b) Motor Vehicles (Private) Comprehensive sum insured KShs. 30,781,619 million (For material damage)**

<b>Fifteen (16) cars</b>	<b>Value (KShs.)</b>
1. KAW 155Z Toyota Corolla Saloon	275,420
2. KAY 836V Toyota Corolla Saloon	434,000
3. KAY 833V Toyota Corolla Saloon	520,000
4. KAY 832V Toyota Corolla Saloon	540,000
5. KBB 709S Toyota Avanza	460,403
6. KCD 808G Mitsubishi Pajero	5,772,100
7. KCD 848G Cherry Tigo	2,950,000
8. KBG 848G Toyota Corolla Saloon	1,065,775
9. KBJ 540U Volkswagen Passat	1,687,500
10. KBQ 006D Toyota Corolla ZRE	1,485,000
11. KBN 996E Toyota Corolla ZRE	1,255,500
12. KBT 963N Daihatsu Terios	2,322,334
13. KBT 964N Daihatsu Terios	2,325,000
14. KCE 158D KIA Saloon	3,382,520
15. KCE 159D KIA Saloon	3,382,520
16. KCH 973Q Ford Everest	5,997,600

Third Party property damage	- 5 Million per vehicle
Death/Personal injury	- 5 Million per vehicle

In respect of a series of claims arising out of any one event	- 30 Million per vehicle
In respect of any other person	- Unlimited
Towage	- 50,000/= per vehicle
Authorized repair limit	- 50,000/= per vehicle
Windscreen Extension	- 50,000/= per vehicle
Accessories including Radios & Cassettes	- 30,000/= per vehicle
C.E.O.'s car including Radios & Cassettes	- 75,000/=
Loss of use/car hire extension	- 5,000/= per vehicle per day
Medical expenses in respect of any accident	- 500,000/= per vehicle

(c) **Delivery Trucks and Forklift (Commercial and (Comprehensive) Valued at KShs. 2,873,547 million (for material damage) Four (4) vehicles**

	<b>Value (KShs.)</b>
a) KAN 983U Isuzu FSR Lorry	- 1,428,900/=
b) KAL 086U Hyster Fork Lift	- 700,000/=
c) KAY 855V Isuzu NKR Lorry	- 794,647/=

Third Party property damage	- 5 Million per vehicle
For death or personal injury to any one person/passenger	- 5 Million per vehicle
Any other person per accident	- Unlimited
In respect of a series of claims out of one accident	- 15 Million per vehicle
Per year	
Any other person per accident	- Unlimited
Towage	- 50,000/= per vehicle
Authorized repair limit	- 50,000/= per vehicle
Windscreen Extension	-50,000/= per vehicle
Accessories including radio cassette	- 30,000/= per vehicle
All vehicles except PSV's - Medical expenses cover	-a maximum of 500,000/=
per vehicle per accident.	
Loss of use/car hire extension	- 10,000 per vehicle per day

**Note:** Actual sum assured to be determined after valuation of motor vehicles.

## 8. Public Liability

To cover legal liability in respect of accidental death, bodily injury, illness, loss or damage to property of 3<sup>rd</sup> parties including legal expenses but excluding professional indemnity.

Per Person (General)	- 1 Million
Per event	- 2 Million
Per period/insurance year	- 10 Million

### **Food and drinks**

Per person	- 2 Million
Per event	- 1 Million
Per period/insurance year	- 5 Million

## 9. Burglary Insurance

To cover loss or damage occasioned by theft accompanied by forcible and violent entry into or exit from any of the Company's business premises including leased, owned or donated premises or any attempt thereat. Premises include owned, leased and others used by the Company anywhere in Kenya and East Africa. The policy covers movables not included in the plant and machinery policy or any other specific insurance policy.

Sum insured	-75 Million Book Distribution Centre /Warehouse.
Single loss limit	- 15 Million
1 <sup>st</sup> loss limit	- 15 Million

**Note:** Lien clause in (7) in favour of Kenya Commercial Bank. The Company has two warehouses in Nairobi.

This cover extends to offices. The movables include the Company's own property/stock or those held by the Company in trust or on commission basis.

## 10. Directors and Officers (D&O)/Professional Indemnity/Liability Insurance

Number of Directors	- 9 (nine) Directors
Number of GM, Managers	- 7 including the CEO/MD

Scope of cover - KShs. 3 million per Director/Manager per year.

Cover limit per claim is KShs. 3 million per Director/Manager.

Risks covered - Damages, third party legal costs and defense costs.

Aggregate cover limit per year - KShs. 48 million

This cover should also extend to reimbursement to the Company of any legal expense incurred by a director/or officer who has been indemnified by the Company for their legal liability for wrongful acts of omission and/or commission in their capacity and within area of responsibility and authority as directors/or officers of The Jomo Kenyatta Foundation.

## 11. Group Personal Accident Risk

**(a) Directors (9), Annual remuneration - 1.1 million**

Death	- 2 Million per Director
Permanent Disability	- 2 Million per Director
Temporary disability	-10,000/= per Director per week (maximum 104 weeks)
Medical Expenses	- 2 Million per Director per Insurance year
Accumulation Limit per insurance period -	<b>20 Million</b>

**(b) Senior Management - No. of Employees (6)**

6 General Managers including the MD (Estimated annual earnings – KShs. 20.4 million)

**Covered risk and Benefit**

Death - 5 years earnings

Permanent disability - 5 years earnings  
 Temporary Disability - 20,000/= per week (Max. 104 Weeks)  
 Medical expenses - 2 Million per Manager per insurance year  
 Accumulation Limit per insurance period - KShs. 50 Million

**(c) Middle Management and other staff** (Estimated annual income KShs. 138,471,984 Million)

Death - 5 years earnings  
 Permanent disability - 5 years earnings  
 Temporary disability - Actual weekly earnings  
 Medical Expenses - 500,000/= per person  
 No. of Employees - 114 employees  
 Estimated Annual Income - KShs 138,471,984 /=  
 Accumulation Limit per insurance year - KShs. 60 Million

**Note:** Geographical Area/Scope for all GPA covers - Unlimited (all over the world)

**12. GPA enhanced for WIBA and Employer’s Liability under Common Law**

<b>Policy</b>	<b>GPA enhanced for WIBA and Employer’s Liability</b>	
<b>Period</b>	One year	
<b>Scope Of Cover</b>	Provide compensation to employees in the event of accidental injuries (fatal/non-fatal) while at work or out of work and litigation in case of common law claims.	
<b>Work Force Details</b>	<b>No. Staff</b>	<b>Estimated Annual Earnings</b>
	6 Management Staff	20, 432,880/=
	62 Middle Management	91,418,010/=
	52 others	47,053,968/=
	<b>Total Estimated Annual Earnings</b>	<b>158,904,858/=</b>
	<b>Add 10% (15,890,485.80)</b>	
	<b>KSh. 174,795,343.80</b>	
<b>Policy Structure</b>	<p><b><u>Section I: Occupational benefits</u></b>          Benefits under this section are available to all employees. The section covers <b>accidental death</b> from whatever cause arising from or <b>in the course of employment.</b></p> <p>Death - 8 Years Earnings subject to statutory maximum Limit          PTD - Percentages as set out in the First Schedule of WIBA subject to statutory maximum Limit          TTD - Actual weekly earnings, up to 52 weeks          Medical - KShs. 100,000          Funeral Expenses - 100,000          Occupational Illness – Eight (8) years gross salary maximum KShs. 4,000,000/=</p> <p><b><u>Section II: Non Occupational benefits</u></b></p>	

	<p>Benefits under this section are available to all employees. The section covers <b>accidental death</b> from whatever cause arising <b>out of the course of employment</b>.</p> <p>Death – Eight (8) years gross salary (non occupational)  Permanent Total Disability Eight (8) years gross salary(non occupational )  Medical Expenses – Kshs 500,000/= per claimant.  Accident accumulation Kshs 100 million.</p> <p><b><u>Section III: Employers Liability/Common Law.</u></b>  The benefits to be provided under this section are:</p> <p>Any one person - KShs. 8 Million  Any one event - KShs. 25 Million  Any one period - KShs. 100 Million</p>
<b>Cancellation Notice</b>	Minimum sixty (60) Days
<b>EXTENSIVE CLAUSES</b>	<p>Accumulation limit Kshs 100 million  Age limit: 16 – 70 years  Disappearance clause  Declaration clause with upward adjustment 33.33%, downward adjustment 50%  Worldwide cover  Exposure clause  Hijack clause  Mountaineering, excluding use of ropes and guides.  Payment on account  Riot, strike and civil commotion  Trustees Clause  Use of motor cycles up to 500cc  Duty or pleasure  Including aviation risks  Automatic addition / deletion clause  24 Hour cover  Deletion of active in service clause</p>
<b>EXCESS</b>	<p><b>Section I</b> – KShs. 5,000/= each and every claim excluding Funeral expenses  <b>Section II</b> – NIL  <b>Section III</b> – KShs. 2 5,000/= each and every claim</p>
<b>ADDITIONAL REMARKS</b>	Claimants under the <b>Permanent Total Disability sub-section of Section I &amp; II</b> who have been awarded incapacity of <b>5% or less</b> shall not be subjected to medical re-examination or second medical opinion by the insurer.

**PRICE SCHEDULE FORM**

**Summary of Total Costs (inclusive of all taxes and other charges)**

NO.	DESCRIPTION OF INSURANCE COVER	TOTAL PREMIUM (KSHS.)
1.		
2.		
3.		
4.		
5.		
6.		
7.		
8.		
9.		
10.		
11.		
12.		

**SECTION VI - STANDARD FORMS**

**Notes on the standard Forms**

1. **Price Schedule Form** - The price schedule form must similarly be completed and submitted with the tender.
2. **Form of Tender** - The form of Tender must be completed by the tenderer and submitted with the tender documents. It must also be duly signed by duly authorized representatives of the tenderer.
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.

**FORM OF TENDER**

To:  
Name and address of procuring entity  
Tender No.

Date  
\_\_\_\_\_

Tender Name

Gentlemen and/or Ladies:-

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

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

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

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

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

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 2010

\_\_\_\_\_  
[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] (hereinafter called "the Procuring entity") of the one part and [name of tenderer] of [city and country of tenderer] (hereinafter called "the tenderer") of the other part:

WHEREAS the Procuring entity invited tenders for the GPA cover and has accepted a tender by the tenderer for the supply of the services in the sum of \_\_\_\_\_ [contract price in words in figures] (hereinafter called "the Contract Price").

NOW THIS AGREEMENT WITNESSTH AS FOLLOWS:-



1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Agreement, viz:
  - (a) the Tender Form and the Price Schedule submitted by the tenderer;
  - (b) the Schedule of Requirements
  - (c) the Details of cover
  - (d) the General Conditions of Contract
  - (e) the Special Conditions of Contract; and
  - (f) the Procuring entity's Notification of Award
3. In consideration of the payments to be made by the Procuring entity to the tenderer as hereinafter mentioned, the tenderer hereby covenants with the Procuring entity to provide the GPA cover and to remedy defects therein in conformity in all respects with the provisions of the Contract.
4. The Procuring entity hereby covenants to pay the tenderer in consideration of the provision of the services and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the contract at the times and in the manner prescribed by the contract.

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

Signed, sealed, delivered by \_\_\_\_\_ the \_\_\_\_\_ (for the Procuring entity)

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

### **CONFIDENTIAL BUSINESS QUESTIONNAIRE**

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

**Part 1 General:**

Business Name .....

Location of business premises .....

Plot No. .... Street/Road .....

Postal Address ..... 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

## TENDER SECURITY FORM

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

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

THE CONDITIONS of this obligation are:-

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

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

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

*[Authorized Signatories and official stamp of the Bank]*

(Amend accordingly if provided by Insurance Company)