



KENYA FERRY SERVICES LIMITED

TENDER FOR

**PROVISION OF GROUP PERSONAL ACCIDENT
COVER FOR DIRECTORS AND GROUP LIFE COVER
FOR EMPLOYEES**

TENDER NO. KFS/GL-GPA/01/08/2017

***KENYA FERRY SERVICES LTD
P.O. Box 96242 - 80110
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KENYA, EAST AFRICA
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Table of Contents

	Page
Section I INVITATION FOR TENDERS.....	
Section II INSTRUCTION TO TENDERERS Appendix to instructions to tenderers	
Section III GENERAL CONDITIONS OF CONTRACT.....	
Section IV SCHEDULE OF REQUIREMENTS	
Section V STANDARD FORMS	

SECTION I - INVITATION FOR TENDERS

TENDER NO. KFS/GL-GPA/01/08/2017 – PROVISION OF GROUP PERSONAL ACCIDENT COVER FOR DIRECTORS AND GROUP LIFE COVER FOR EMPLOYEES

- 1.1 Kenya Ferry Services Ltd (herein referred to as Company) invites sealed tenders from eligible bidders for Provision of Group Personal Accident Cover for Directors and Group Life Cover for Employees for a period of one year.
- 1.2 Interested eligible candidates may obtain further information from and inspect the tender documents at the office of the Procurement Officer located at Kenya Ferry Services Ltd Headquarters Likoni Mainland South Gaza Road during normal office working hours.
- 1.3 A set of tender documents may be downloaded by interested candidates from the company's website www.kenyaferry.co.ke and are also available in MY GOV portal.. Hard copy may be obtained upon payment of a non-refundable fee of Kshs. 1,000.00 in cash to Kenya Ferry Services Ltd
- 1.4 All bidders who obtain tender document **shall** register with Kenya Ferry Services as candidates by sending an email to procurement@kenyaferry.co.ke and submit information including name of tenderer, tender number, email address, telephone number and contact person.
- 1.5 Prices quoted should be net inclusive of all taxes, and delivery costs, must be in Kenya Shillings and shall remain valid for 60 days from the closing date of the tender.
- 1.6 Completed tender documents shall be serialized on each page and submitted in plain sealed envelopes clearly marked as follows:
TENDER NO. KFS/GL-GPA/01/08/2017 – PROVISION OF GROUP PERSONAL ACCIDENT COVER FOR DIRECTORS AND GROUP LIFE COVER FOR EMPLOYEES “DO NOT OPEN BEFORE 1000 HOURS ON MONDAY 28TH AUGUST 2017”

Addressed to: **THE PROCUREMENT & SUPPLIES MANAGER
KENYA FERRY SERVICES LTD
P.O. BOX 96242 - 80110
MOMBASA**

Alternatively, the completed tenders may be deposited at the Tender Box located at the Company Headquarters on Gaza Road – Peleleza Likoni Mainland South by **1000 Hours on Monday 28th August 2017.**

- 1.7 Tenders will be opened immediately thereafter in the presence of the candidates representatives who choose to attend at Kenya Ferry Services Human Resource Centre.

**Procurement & Supplies Manager
FOR: MANAGING DIRECTOR**

SECTION II - INSTRUCTION TO TENDERERS

Table of Clauses

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

SECTION II - INSTRUCTIONS TO TENDERERS

2.1. Eligible Tenderers

- 2.1.1 This Invitation for Tender is open to all tenderers eligible as described in the Schedule of requirements. 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 Company'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 Company 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 Company, 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 Company 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) Schedule of Requirements
 - (iv) Details of Insurance Cover
 - (v) Form of Tender
 - (vi) Price Schedules
 - (vii) Contract Form
 - (viii) Confidential Business Questionnaire Form

- (ix) Tender security Form
- (x) Performance security Form
- (xi) Insurance Company's Authorization Form
- (xii) 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 Company by post, fax or by email at the Company's address indicated in the Invitation for tenders. The Company 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 Company. 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 Company 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 Company, 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 Company, 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 Company, 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 Company'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 2% of the tender amount.
- 2.12.2 The tender security is required to protect the Company against the risk of Tenderer's conduct which would warrant the security's forfeiture, pursuant to paragraph 2.12.7
- 2.12.3 The tender security shall be denominated in Kenya Shillings or in another freely convertible currency, and shall be in the form:
- a) Cash.
 - b) A bank guarantee.
 - c) Such insurance guarantee approved by the Authority.
 - d) Letter of credit.
- 2.12.4 Any tender not secured in accordance with paragraph 2.12.1. and 2.12.3 shall be rejected by the Company as non-responsive, pursuant to paragraph 2.20.5
- 2.12.5 Unsuccessful Tenderer's tender security will be discharged or returned as promptly as possible but not later than thirty (30) days after the expiration of the period of tender validity
- 2.12.6 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
- 2.12.7 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 Company as non-responsive.
- 2.13.2 In exceptional circumstances, the Company 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 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.
- 2.14.2 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 tender in inner and outer envelopes.
- 2.15.2 The inner and outer envelopes shall be addressed as follows:

TENDER NO. KFS/GL-GPA/01/08/2017 – PROVISION OF GROUP PERSONAL ACCIDENT COVER FOR DIRECTORS AND GROUP LIFE COVER FOR EMPLOYEES

“DO NOT OPEN BEFORE 1000 HOURS ON MONDAY 28TH AUGUST 2017”

Addressed To:

**THE PROCUREMENT & SUPPLIES MANAGER
KENYA FERRY SERVICES LTD
P.O. BOX 96242 – 80110
MOMBASA**

- 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 Company 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 Company at the address specified under paragraph 2.15.2 not later than **1000 HOURS on MONDAY 28TH AUGUST 2017.**
- 2.16.2 The Company 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 Company 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 the tender box shall be received by the Company 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 Company 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 Company will open all tenders in the presence of tenderers' representatives who choose to attend, at **1000 HOURS on MONDAY 28TH AUGUST 2017** 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 Company, at its discretion, may consider appropriate, will be announced at the opening.
- 2.18.3 The Company 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 Company 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 Company in the Company'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 Company 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 Company 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 Company 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 Company'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 Company 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 Company 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 Company will evaluate and compare the tenders which have been determined to be substantially responsive, pursuant to paragraph 2.20

2.22.2 The Company'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 Company 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 Company'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 Company 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 Company

2.23.1 Subject to paragraph 2.19 no tenderer shall contact the Company 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 Company 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 Company 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 Company 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 Company 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 Company 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. Company's Right to accept or Reject any or all Tenders

2.26.1 The Company 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 Company's action. If the Company determines that none of the tenders is responsive, the Company shall notify each tenderer who submitted a tender.

2.26.2 The Company 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 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.

2.27 Notification of Award

2.27.1 Prior to the expiration of the period of tender validity, the Company 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 Company 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 Company 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 Company notifies the successful tenderer that its tender has been accepted, the Company 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 Company.

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 Company.

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 Company 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 Company 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 Company 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

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	<i>Eligible to all qualified bidders as per the Kenyan law</i>
2.10.1	<i>Tender currency shall be the Kenya Shilling</i>
2.15.2 (b)	<i>As per invitation to tender</i>
2.16.1	<i>As 2.15.2 (b) above</i>
2.16.3	<i>Bulky tenders to be received by a person authorized by the Procurement & Supplies Manager and stamped indicating date and time of delivery</i>
2.18.1	<i>As 2.15.2 (b) above</i>
2.25	The criteria for evaluation shall take in to consideration, in addition to responsiveness to the requirements of the tender herein the criteria listed below

EVALUATION CRITERIA

The following Evaluation criteria will be used for the purpose of the tender evaluation. Consequently, ALL tenders are to abide by these requirements.

Tenders that are not substantially responsive to the requirements of the tender shall be disqualified.

Insurance Brokers to meet the following requirements:

- (i) Be registered with the Insurance Regulatory Authority and a copy for year 2017 license be submitted.
- (ii) Have a Professional Indemnity Insurance Cover of at least Kshs.10 million and a copy be submitted.
- (iii) Give a list of 3 (three) reputable clients for whom they have handled their Group Life cover.
- (iv) Total premium for the three (3) reputable Group Life cover clients with at least Kshs. 10 million.
- (v) Submit copies of the audited accounts for the last three years.
- (vi) Give details of the insurer(s)/ Insurance Companies who meet the requirements set below and whose products adhere to the set specifications.
- (vii) Have been licensed for at least 3 years.
- (viii) Provide TENDER SECURITY of Kshs 30,000.00
- (ix) Provide sample policy document
- (x) Provide the organizational structure and profile of relevant technical staff.
- (xi) Must also submit copies of the following documents
 - (a) PIN Certificates
 - (b) Current Tax Compliance Certificate
 - (c) Certificate of Registration/Incorporation
 - (d) Single business permit.
 - (e) Insurance Regulatory Authority certificate for the year 2015

NB: - Bidders must meet all responsiveness requirements to qualify for technical evaluation

- To qualify for financial evaluation the bidder must score a minimum of 70%
- The bidder quoting the lowest total premiums having attained 70% technical score shall be recommended for contract award.-

Any information provided by the bidder may be verified by the Company and must include all exclusions

The cut off marks is 50 Marks.

EVALUATION CRITERIA - UNDERWRITERS

A.	RESPONSIVENESS REQUIREMENTS	POINTS
1.	Submit a Copy Certificate of Incorporation/Registration	Mandatory
2.	Current Certificate by Commissioner of Insurance/ IRA (Attach Copy)	Mandatory
3.	Registration as a member of AKI for the current year	Mandatory
4.	Submit a Copy of Tax Compliance Certificate	Mandatory
5.	Submit a Copy Current Business License	Mandatory
B	MANDATORY REQUIREMENTS	
B1	Give a detailed company profile showing qualification and years of experience in Insurance.	Mandatory
B2	Details of directors attach CR-12 FORM	Mandatory
B3	If an independent bidder – Provide tender security of Kshs 30,000.00 in the form allowed by Public Procurement Regulations	Mandatory
B4	Serialization of all pages tender submitted	Mandatory
C	OPERATIONS PERFORMANCE & HUMAN RESOURCES	
C.1	Adequacy of proposed product to Kenya Ferry services requirement <ul style="list-style-type: none"> • Adherence to the specifications and fitness to purpose • Human resource capacity Submit the organizational structure and profile of relevant technical staff • Scope of cover including exclusions and other limits 	10
C.2	Experience and performance of the firm <ul style="list-style-type: none"> • General experience Submit a list of three reputable clients and the total clients' premium must be at least Kshs 10 Million. • Experience in similar assignments – at least three clients provide evidence with a minimum of three policies each with a premium of Kshs. 10 million and above for highest score. • Submit Reinsurance placement slip/cover notes certified by Insurance Regulatory authority. • Portfolio mix and Risk management strategies • Percentage of outstanding claims to earned premium 	25
C.3	Financial stability and capacity <ul style="list-style-type: none"> • Submit copies of Audited Accounts for the last three years • Paid up capital being over Kshs 50 Million or 10 % of gross premium whichever is higher. • Underwritten a minimum of three policies each with a premium of Kshs. 5 million and above to attain maximum score. 	15
C.4	Give the turnaround time for settling claims. (Attach evidence) 6 – 15 day - 15 16 – 20 days -10 21 - 30 days - 5 Over 30 Days -0	10
	TOTAL MARKS	70

PASS MARK 70 %

EVALUATION CRITERIA - BROKERS

	DESCRIPTION	MARKS
A	RESPONSIVENESS REQUIREMENTS	
A	Particulars of the Tendering Company (Attach Copies) i) Certificate of Incorporation/Registration ii) PIN Certificate iii) Current Tax Compliance Certificate iv) AIBK membership certificate for the current year	Mandatory
B	MANDATORY REQUIREMENTS	
1	Evidence of registration with Insurance Regulation Authority submit a copy of current period license.	Mandatory
2	Tender security of Kshs 30,000.00 in the form allowed by Public Procurement Regulations	Mandatory
3	Evidence of professional Indemnity Insurance Cover of at least Kshs 10 Million.	Mandatory
4	Authorized quotations from at least two underwriters. Authorized in writing	Mandatory
5	Evidence that recommended underwriter meets the set requirement and product Adherence to the specifications.	Mandatory
6	Signed and stamped/ sealed form of tender	Mandatory
7	Serialization of all pages tender submitted	Mandatory
C	Experience and operational capacity	
C.1.	<ul style="list-style-type: none"> • Number of years in business (provide certificate of operation and Evidence of having been in operation for the last 3 years • Human resources capacity-Organizational structure and profile of relevant technical staff. • List of five reputable clients for whom you have handled their insurance Cover and the total client's premium. • Claim settlement 	25
C.2	Financial stability and capacity <ul style="list-style-type: none"> • Provide Audited Accounts for the last three years. • Letter from bankers • Paid up capital of Kshs.10 million or 10% gross premium whichever is higher. 	15
C.3	Give the turnaround time for settling claims. (Attach evidence) 6 – 15 day - 15 16 – 20 days -10 21 - 30 days - 5 Over 30 Days -0	10
	TOTAL MARKS	50

Any information provided by the bidder may be verified by the Company and must include all exclusions

The cut off marks is 70% TO BE considered for financial evaluation.

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 Company 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 Company under the Contract.
- (d) “The Company” 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 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 Company'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 Company 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 Company'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 Company and shall be returned (all copies) to the Company on completion of the contract's or performance under the Contract if so required by the Company.

3.5. Patent Rights

- 3.5.1 The Contractor shall indemnify the Company 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 Company 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 Company 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 Company 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) Any other as prescribed under the Act
- 3.6.4 The performance security will be discharged by the Company 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 Company 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 Company, but in no case later than sixty (60) days after submission of an invoice or claim by the contractor

3.9. Prices

3.9.1 Prices charges by the contractor for Services performed under the Contract shall not, with the exception of any price adjustments authorized in SCC vary from the prices quoted by the tenderer in its tender or in the Company'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 (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 Company 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 Company's prior written consent.

3.11. Termination for Default

3.11.1The Company 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 Company.

(b) If the Contractor fails to perform any other obligation(s) under the Contract

- (c) If the Contract in the judgment of the Company has engaged in corrupt or fraudulent practices in competing for or in executing the contract

3.11.2 In the event the Company 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 Company 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 Company 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 Company.

3.13. Termination for Convenience

3.13.1 The Company 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 Company 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 Company 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

3.14.2 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

3.1.1 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.

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

SECTION 1 - SCHEDULE OF REQUIREMENTS

PROVISION OF GROUP PERSONAL ACCIDENT COVER FOR DIRECTORS AND GROUP LIFE COVER FOR EMPLOYEES

You are invited to submit your bid for each of the below covers. These will be annual covers for a two years period.

Appended below are specifications for the covers required.

1. TECHNICAL SPECIFICATIONS FOR GROUP PERSONAL ACCIDENT FOR DIRECTORS

POLICY	Group Personal Accident Insurance (Directors)
PERIOD	14.09.2017 – 13.09.2018 and 14.09.2018 – 13.09.2019 subject to satisfactory performance
SCOPE OF COVER	Provide compensation for death or disablement resulting from accidental bodily injury sustained by the insured's six (6) non-executive board members and alternates.
INTEREST/SUM INSURED	<u>Benefit/Limits</u> Death – Ksh 12,500,000.00 per person Permanent Total Disability- Ksh 12,500,000.00 million per person Medical Expenses- Ksh 3,000,000.00 million per person per accident
EXCESS	NIL
CANCELLATION NOTICE	Thirty (30) Days
EXTENSIVE CLAUSES	<ol style="list-style-type: none"> 1. Accumulation limit – Kshs./= (Indicate your limits) 2. Age limit: 18-70 years 3. Disappearance 4. Worldwide cover 5. Exposure, excluding aircrew duties 6. Hijack 7. Mountaineering, excluding use of ropes and guides 8. Payment on account 9. Riot, strike and civil commotion 10. Trustees 11. 24 hour cover duty or pleasure 12. Including aviation risks

PARTICULARS OF DIRECTORS TO BE COVERED

	NAME	DATE OF BIRTH
1.	Hon. Ramadhan Seif Kajembe	1945
2.	Mr. Mohamed Bwanhamad	1958
3.	Mrs. Rosina Mruttu	1962
4.	Mr. Gunga Ndurya Chea	1975
5.		

2. TECHNICAL SPECIFICATIONS FOR GROUP LIFE ASSURANCE COVER FOR EMPLOYEES

POLICY	Group Life Assurance
PERIOD	14.09.2017 – 13.09.2018 and 14.09.2018– 13.09.2019 subject to satisfactory performance
SCOPE OF COVER	Provide compensation for death of the Company’s employees of the above while in the employment of the Company.
INTEREST/SUM INSURED	<p><u>Benefits</u></p> <ul style="list-style-type: none"> • Death – 5 years’ basic salary • Permanent Total Disability- 5 years’ basic salary • Funeral Expenses- <u>Options:</u> <ul style="list-style-type: none"> ✓ Option 1-Ksh. 300,000 per Person and Above ✓ Option 2-Ksh. 350,000 per Person and Above ✓ Option 3-Ksh. 400,000 per Person and Above • Free Cover Limit-Kshs.8, 000,000 or above. • Sum Insured Kshs.....(details of employees in the schedule 1)

EXCESS	NIL
CANCELLATION NOTICE	Sixty (60) Days
EXTENSIVE CLAUSES	<ol style="list-style-type: none"> 1. Accumulation limit – Kshs./= (Indicate your limits). 2. Age limit: 18-70 years 3. Disappearance 4. Worldwide cover 5. Exposure, excluding aircrew duties 6. Hijack 7. Mountaineering, excluding use of ropes and guides 8. Payment on account 9. Declaration 10. Automatic additions/deletions 11. Riot, strike and civil commotion 12. Trustees 13. 24 hour cover duty or pleasure 14. Including aviation risks 15. Evacuation within East Africa 16. Political risks 17. HIV/AIDS inclusion 18. Accelerated critical illness cover

SCHEDULE 2

**SALARY PARTICULARS AND DATE OF
BIRTH FOR EMPLOYEES - GROUP LIFE
COVER -(2017- 2018)**

STAFF NO.	BASIC SALARY	DATE OF BIRTH
FS000182	119,400.00	01/01/1958
FS000185	59,762.00	01/01/1959
FS000186	85,100.00	07/07/1958
FS000187	85,100.00	01/01/1959
FS000188	54,141.00	01/01/1962
FS000189	98,900.00	08/02/1962
FS000190	85,100.00	01/01/1965
FS000191	79,800.00	20/10/1963
FS000192	74,600.00	01/10/1959
FS000193	82,400.00	20/10/1958
FS000194	74,600.00	01/01/1961
FS000195	55,495.00	01/01/1967
FS000196	50,276.00	05/04/1963
FS000197	50,276.00	01/01/1960
FS000198	50,276.00	04/12/1967
FS000199	50,276.00	17/08/1965
FS000200	49,050.00	01/01/1959
FS000201	119,400.00	29/08/1965
FS000202	119,400.00	01/10/1962
FS000203	151,100.00	26/12/1959
FS000204	82,400.00	16/11/1968
FS000206	46,686.00	04/10/1969

FS000207	50,276.00	01/01/1958
FS000209	49,050.00	01/01/1969
FS000210	77,200.00	01/01/1960
FS000211	52,817.00	01/01/1966
FS000212	98,900.00	01/11/1958
FS000213	98,900.00	25/12/1962
FS000214	49,050.00	01/01/1968
FS000215	50,276.00	06/11/1964
FS000218	98,900.00	15/09/1963
FS000220	45,547.00	01/01/1965
FS000221	104,600.00	23/11/1964
FS000222	55,495.00	28/12/1966
FS000223	93,300.00	01/01/1959
FS000224	79,800.00	25/12/1965
FS000225	101,700.00	29/04/1959
FS000226	98,900.00	01/01/1965
FS000227	82,400.00	04/04/1969
FS000228	101,700.00	17/07/1966
FS000232	131,700.00	08/08/1964
FS000233	85,100.00	01/01/1965
FS000234	47,852.00	01/06/1969
FS000235	72,000.00	17/06/1972
FS000236	82,400.00	27/02/1967
FS000237	82,400.00	21/09/1959
FS000239	79,800.00	20/10/1962
FS000240	49,050.00	04/04/1970
FS000241	50,276.00	15/09/1968
FS000242	72,000.00	01/01/1972
FS000244	47,852.00	01/01/1971
FS000245	47,852.00	10/06/1958

FS000246	98,900.00	27/11/1958
FS000247	39,274.00	01/01/1973
FS000248	62,787.00	23/08/1964
FS000249	104,600.00	18/03/1970
FS000250	59,762.00	01/12/1963
FS000251	47,852.00	14/01/1969
FS000252	55,495.00	17/06/1962
FS000253	87,800.00	02/02/1972
FS000254	82,400.00	04/08/1966
FS000255	44,435.00	06/05/1965
FS000256	151,100.00	09/08/1970
FS000257	43,352.00	20/11/1966
FS000258	58,304.00	01/01/1967
FS000259	85,100.00	01/01/1970
FS000260	74,600.00	19/03/1972
FS000261	45,547.00	29/04/1976
FS000263	49,050.00	01/01/1959
FS000264	82,400.00	16/05/1968
FS000265	79,800.00	01/01/1973
FS000266	24,525.00	01/01/1962
FS000267	74,600.00	15/09/1964
FS000268	116,400.00	17/07/1965
FS000269	101,700.00	01/01/1961
FS000270	44,435.00	12/12/1962
FS000271	98,900.00	06/01/1968
FS000272	44,435.00	10/10/1961
FS000273	44,435.00	05/05/1975
FS000274	44,435.00	15/05/1962
FS000275	38,334.00	25/04/1965
FS000276	43,352.00	02/02/1960

FS000277	43,352.00	01/01/1974
FS000278	54,141.00	22/10/1965
FS000279	79,800.00	11/04/1973
FS000280	54,141.00	11/02/1970
FS000281	98,900.00	24/03/1962
FS000282	87,800.00	06/11/1973
FS000283	113,400.00	22/12/1966
FS000284	82,400.00	27/03/1967
FS000285	74,600.00	05/02/1973
FS000286	59,762.00	01/01/1971
FS000288	72,000.00	08/05/1966
FS000289	41,264.00	01/01/1974
FS000290	98,900.00	10/11/1968
FS000291	93,300.00	20/04/1970
FS000292	98,900.00	01/01/1968
FS000293	125,500.00	09/05/1971
FS000294	44,436.00	01/01/1972
FS000295	96,100.00	12/08/1965
FS000296	82,400.00	01/06/1968
FS000298	98,900.00	21/07/1968
FS000299	82,400.00	17/07/1972
FS000300	45,547.00	01/01/1973
FS000301	74,600.00	01/01/1969
FS000302	54,141.00	03/03/1970
FS000303	54,141.00	17/03/1974
FS000304	79,800.00	23/12/1974
FS000305	79,800.00	01/10/1974
FS000306	79,800.00	01/01/1961
FS000307	44,435.00	13/11/1971
FS000308	43,352.00	20/01/1970

FS000309	34,714.00	01/01/1960
FS000310	82,400.00	17/02/1965
FS000311	74,600.00	13/02/1961
FS000312	43,352.00	09/08/1972
FS000313	43,352.00	20/06/1972
FS000314	72,000.00	31/01/1973
FS000315	55,495.00	30/08/1969
FS000316	77,200.00	18/10/1971
FS000317	93,300.00	01/01/1964
FS000318	49,050.00	03/02/1959
FS000319	93,300.00	21/09/1963
FS000321	96,100.00	04/08/1958
FS000322	113,400.00	24/06/1972
FS000323	113,400.00	01/01/1967
FS000324	46,686.00	24/09/1971
FS000326	122,400.00	01/01/1971
FS000327	54,141.00	25/05/1961
FS000328	144,500.00	05/05/1966
FS000329	56,883.00	01/01/1974
FS000331	147,800.00	04/12/1969
FS000333	74,600.00	06/11/1975
FS000334	44,435.00	08/08/1978
FS000335	44,435.00	01/01/1974
FS000336	44,435.00	01/01/1972
FS000337	45,547.00	05/05/1974
FS000338	110,400.00	03/03/1972
FS000339	59,762.00	24/02/1975
FS000340	40,257.00	07/11/1977
FS000341	79,800.00	25/09/1976
FS000342	79,800.00	22/04/1964

FS000343	79,800.00	02/11/1972
FS000344	79,800.00	17/04/1975
FS000345	96,100.00	31/03/1973
FS000346	79,800.00	01/01/1972
FS000347	85,100.00	28/12/1974
FS000348	44,435.00	06/07/1969
FS000349	41,654.00	19/04/1976
FS000350	98,900.00	11/11/1964
FS000352	67,000.00	26/10/1978
FS000353	44,435.00	18/02/1983
FS000354	40,257.00	01/01/1973
FS000355	40,257.00	01/01/1968
FS000356	43,352.00	11/12/1974
FS000357	44,435.00	16/12/1974
FS000358	33,868.00	16/07/1976
FS000359	45,547.00	11/07/1971
FS000360	110,400.00	28/09/1968
FS000361	39,275.00	05/07/1984
FS000362	39,275.00	20/12/1968
FS000363	41,400.00	07/07/1972
FS000365	39,275.00	14/07/1983
FS000366	35,581.00	15/03/1973
FS000367	34,714.00	11/11/1980
FS000368	34,714.00	01/01/1960
FS000369	34,714.00	01/01/1969
FS000370	39,275.00	04/04/1978
FS000371	39,275.00	01/01/1969
FS000372	34,714.00	16/02/1984
FS000374	34,714.00	24/09/1975
FS000375	54,140.00	20/10/1980

FS000376	54,140.00	01/01/1966
FS000377	43,352.00	18/05/1976
FS000378	35,580.00	19/07/1982
FS000380	116,400.00	27/09/1982
FS000383	30,682.00	01/01/1979
FS000384	27,796.00	13/06/1968
FS000385	37,398.00	01/01/1974
FS000386	58,304.00	13/01/1982
FS000387	37,398.00	01/01/1977
FS000388	23,383.00	22/01/1982
FS000389	23,383.00	02/12/1980
FS000390	23,383.00	01/01/1984
FS000391	35,900.00	10/02/1976
FS000392	23,383.00	17/08/1983
FS000393	23,383.00	03/02/1979
FS000394	23,383.00	09/09/1983
FS000395	23,383.00	01/01/1977
FS000396	36,487.00	02/05/1984
FS000397	36,487.00	02/02/1982
FS000399	52,020.00	15/04/1973
FS000400	52,020.00	15/11/1978
FS000401	74,600.00	01/01/1979
FS000402	74,600.00	08/04/1978
FS000403	74,600.00	11/10/1980
FS000404	74,600.00	01/01/1977
FS000405	74,600.00	01/01/1974
FS000406	74,600.00	05/06/1979
FS000407	74,600.00	22/07/1978
FS000408	74,600.00	30/08/1980
FS000409	74,600.00	01/01/1974

FS000410	74,600.00	11/02/1974
FS000411	74,600.00	29/11/1981
FS000412	74,600.00	07/12/1978
FS000413	74,600.00	31/05/1975
FS000415	74,600.00	02/07/1981
FS000416	74,600.00	12/05/1980
FS000417	74,600.00	05/03/1970
FS000418	74,600.00	21/12/1980
FS000419	185,400.00	05/03/1971
FS000420	190,000.00	02/03/1972
FS000421	180,400.00	01/01/1980
FS000423	34,714.00	01/01/1967
FS000424	113,400.00	24/09/1976
FS000425	28,491.00	20/06/1976
FS000426	28,491.00	12/12/1972
FS000427	28,491.00	01/01/1965
FS000428	28,491.00	01/01/1976
FS000429	28,491.00	03/07/1980
FS000430	28,491.00	11/05/1982
FS000431	22,814.00	01/01/1976
FS000432	28,491.00	14/04/1979
FS000433	28,491.00	02/03/1978
FS000434	28,491.00	15/07/1982
FS000435	28,491.00	12/04/1981
FS000436	28,491.00	14/06/1983
FS000437	35,582.00	14/07/1978
FS000438	35,582.00	12/12/1984
FS000439	28,491.00	09/09/1978
FS000440	35,582.00	21/04/1982
FS000441	44,435.00	01/01/1977

FS000442	28,491.00	01/01/1976
FS000443	28,491.00	01/01/1967
FS000444	28,491.00	01/01/1962
FS000445	41,654.00	01/05/1988
FS000446	28,491.00	26/09/1963
FS000447	22,814.00	01/01/1977
FS000448	22,814.00	12/09/1990
FS000450	27,796.00	04/07/1972
FS000451	34,714.00	21/11/1973
FS000452	27,796.00	04/12/1983
FS000453	43,352.00	06/07/1986
FS000454	34,714.00	28/06/1986
FS000455	27,796.00	09/08/1978
FS000456	27,796.00	06/06/1981
FS000457	27,796.00	18/10/1985
FS000458	27,796.00	30/11/1979
FS000459	27,796.00	28/08/1982
FS000460	27,796.00	04/08/1965
FS000461	27,796.00	01/01/1979
FS000462	27,796.00	12/12/1964
FS000463	27,796.00	01/01/1963
FS000464	43,352.00	15/08/1976
FS000465	27,796.00	14/07/1978
FS000466	27,796.00	08/08/1980
FS000467	28,600.00	10/10/1987
FS000468	22,257.00	04/11/1975
FS000469	22,257.00	18/04/1969
FS000470	28,600.00	05/01/1986
FS000471	22,257.00	01/01/1976
FS000472	27,796.00	06/06/1987

FS000473	22,257.00	03/02/1989
FS000474	27,796.00	13/04/1973
FS000475	22,257.00	01/01/1974
FS000476	22,257.00	09/05/1979
FS000477	27,796.00	11/11/1977
FS000478	27,796.00	01/04/1984
FS000480	131,700.00	09/09/1972
FS000482	96,100.00	20/10/1987
FS000483	52,020.00	05/01/1988
FS000485	128,600.00	20/05/1985
FS000487	125,500.00	12/08/1975
FS000488	161,400.00	30/04/1973
FS000489	107,500.00	31/05/1971
FS000491	69,500.00	28/08/1990
FS000492	50,300.00	22/07/1988
FS000493	52,600.00	20/06/1987
FS000494	52,600.00	17/07/1986
FS000495	52,600.00	27/02/1979
FS000496	69,500.00	21/10/1987
FS000497	69,500.00	05/02/1982
FS000499	147,800.00	05/12/1982
FS000500	147,800.00	10/06/1976
FS000501	104,600.00	21/04/1985

SECTION V - STANDARD FORMS

Notes on the standard Forms

1. **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.
2. **Price Schedule Form**- The price schedule form must similarly be completed and submitted with the tender.
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 Company.
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 Company.

FORM OF TENDER

To: _____ Date _____
Name and address of Company _____

Tender No. **KFS/GL-GPA/01/08/2017**

Tender Name: **PROVISION OF GROUP PERSONAL ACCIDENT COVER FOR DIRECTORS AND GROUP LIFE COVER FOR EMPLOYEES**

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 _____ 2017

[Signature]

[In the capacity of]

Duly authorized to sign tender for and on behalf of _____

PRICE SCHEDULE FORM

ITEM NO.	DESCRIPTION OF INSURANCE COVER	TOTAL PREMIUM (KSHS.)
1.		
2.		
3.		
4.		
5.		

CONTRACT FORM

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

WHEREAS the Company 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 Company’s Notification of Award
3. In consideration of the payments to be made by the Company to the tenderer as
hereinafter mentioned, the tenderer hereby covenants with the Company to provide the GPA
cover and to remedy defects therein in conformity in all respects with the provisions of the
Contract.
4. The Company 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 Company)

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

CONFIDENTIAL BUSINESS QUESTIONNAIRE

You are requested to give the particular indicated in Part 1 and either Part 2(a), 2(b), or 2(c) Which-ever applies to your type of business

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

Part _____ General:

Business Name..... Location of business premises
Plot No. Street/Road..... 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 Company*] (hereinafter called <the Company> in the sum of [*state the amount*] for which payment well and truly to be made to the said Company, 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 Company on the Form; or
2. If the tender, having been notified of the acceptance of its tender by the Company 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 Company up to the above amount upon receipt of its first written demand, without the Company having to substantiate its demand, provided that in its demand the Company 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)

TENDER SECURING DECLARATION

[The Bidder shall fill in this Form in accordance with the instructions indicated.]

Date: *[insert date (as day, month and year) of Bid Submission]*

Tender No.....

To: Kenya Ferry Services

We, the undersigned, declare that:

1. We understand that, according to your conditions, bids must be supported by a Tender Securing Declaration.
2. We accept that we will automatically be suspended from being eligible for bidding in any contract with the Purchaser for the period of time of *[insert number of months or years]* starting on *[insert date]*, if we are in breach of our obligation(s) under the bid conditions, because we:
 - (a) have withdrawn our Bid during the period of bid validity specified by us in the Bidding Data Sheet; or
 - (b) having been notified of the acceptance of our Bid by the Purchaser during the period of bid validity, (i) fail or refuse to execute the Contract, if required, or (ii) fail or refuse to furnish the Performance Security, in accordance with the Instructions to Tenderers.
3. We understand this Tender Securing Declaration shall expire if we are not the successful Bidder, upon the earlier of (i) our receipt of a copy of your notification of the name of the successful Bidder; or (ii) twenty-eight days after the expiration of our Bid.
4. We understand that if we are a Joint Venture, the Tender Securing Declaration must be in the name of the Joint Venture that submits the bid. If the Joint Venture has not been legally constituted at the time of bidding, the Tender Securing Declaration shall be in the names of all future partners as named in the letter of intent.

Signed:*[insert signature of person whose name and capacity are shown]* In the capacity of *[insert legal capacity of person signing the Bid Securing Declaration]*

Name:*[insert complete name of person signing the Tender Securing Declaration]*

Duly authorized to sign the bid for and on behalf of: *[insert complete name of Bidder]*

Dated on _____ day of _____, _____ *[insert date of signing]*

PERFORMANCE SECURITY FORM

To:
[Name of Company]

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

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

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

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

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

Signature and seal of the Guarantors

[Name of bank of financial institution]

[Address]

[Date]

(Amend accordingly if provided by Insurance Company)