



KENYA FERRY SERVICES LIMITED

TENDER DOCUMENT

FOR

**PROVISION OF MARINE HULL AND MACHINERY
PROTECTION AND THIRD PARTY INDEMNITY
INSURANCE COVER FOR MV JAMBO AND MV SAFARI
FERRIES**

TENDER NO. KFS/MHI/02/08/2017

KENYA FERRY SERVICES LTD
P.O. Box 96242-80110
MOMBASA
KENYA, EAST AFRICA
TEL: + 0723 664000/ 0728722100
EMAIL: info@kenyaferry.co.ke

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SECTION I - INVITATION FOR TENDERS

Date 10.08.2017

TENDER NO: KFS/MHI/02/08/2017

TENDER NAME: PROVISION OF MARINE HULL, MACHINERY PROTECTION AND THIRD PARTY INDEMNITY INSURANCE COVERS FOR FERRIES MV. JAMBO AND MV. SAFARI

- 1.1 Kenya Ferry Services invites sealed tenders from eligible candidates for provision of insurance services for **marine hull, machinery protection and third party indemnity insurance covers for ferries MV Jambo and MV Safari.**
- 1.2 Interested eligible candidates may obtain further information from and inspect the tender documents at the office of the Procurement Manager, Kenya Ferry Services Ltd Headquarters located at Likoni Mainland South Gaza Road during normal office working hours.
- 1.3 A complete set of tender documents can 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 sixty (60) days from the closing date of the tender.

Completed tender documents shall be serialized on each page and submitted in plain sealed envelopes clearly marked with the tender number and name and be deposited in the Tender Box at the reception area of the Company Headquarters on Gaza Road – Peleleza Likoni Mainland South before **10.00 Hours on Monday 28th August 2017.**

- 1.6 Tenders will be opened immediately thereafter in the presence of the candidates representatives who choose to attend at the Kenya Ferry services meeting room

**Procurement & Supplies Manager
FOR: 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 Kenya Ferry Services' employees, committee members, board members and their relatives (spouse and children) are not eligible to participate in the tender.
- 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 Kenya Ferry Services 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 Kenya Ferry Services, 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.1,000/=
- 2.2.3 The Kenya Ferry Services 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 tenderer's 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 Kenya Ferry services by post, fax or by email at the Kenya Ferry Services' address indicated in the Invitation for tenders. The Kenya Ferry Services 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 Kenya Ferry services. 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 Kenya Ferry Services 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, Kenya Ferry Services, 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 an 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 Kenya Ferry Services, 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 Kenya Ferry Services, 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 Kenya Ferry Services' 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 Kenya Ferry services 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) Any other form allowed under the Act and regulations

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

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

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

2.12.8 The tender security may be forfeited:

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

2.13. Validity of Tenders

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

2.13.2 In exceptional circumstances, the Kenya Ferry Services 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 initialled 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 initialled 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 Kenya Ferry Services at the address given in the Invitation to Tender.
 - (b) bear tender number and name in the invitation to tender and the words, **“DO NOT OPEN BEFORE MONDAY 28TH AUGUST 2017 AT 1000 HOURS”**.
- 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 Kenya Ferry Services will assume no responsibility for the tender’s misplacement or premature opening.

2.16. Deadline for Submission of Tenders

- (c) Tenders must be received by the Kenya Ferry Services at the address specified under paragraph 2.15.2 not later than **Monday 28th August 2017 at 1000 hours**.
- 2.16.1 The Kenya Ferry Services 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 Kenya Ferry Services and candidates previously subject to the deadline will thereafter be subject to the deadline as extended.
- 2.16.2 Bulky tenders which will not fit the tender box shall be received by the Kenya Ferry Services 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 Kenya Ferry Services 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, post marked 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 Kenya Ferry Services will open all tenders in the presence of tenderers' representatives who choose to attend, **at 1000 hours on Monday 28th August 2017 at 1000 hours** 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 Kenya Ferry Services, at its discretion, may consider appropriate, will be announced at the opening.
- 2.18.3 The Kenya Ferry Services 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 Kenya Ferry Services 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 Kenya Ferry Services in the Kenya Ferry Services' 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 Kenya Ferry Services 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 Kenya Ferry Services 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 Kenya Ferry Services 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 Kenya Ferry Services' 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 Kenya Ferry Services 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 Kenya Ferry Services 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 Kenya Ferry Services will evaluate and compare the tenders which have been determined to be substantially responsive, pursuant to paragraph 2.20

2.22.2 The Kenya Ferry Services' 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 Kenya Ferry Services 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 Kenya Ferry Services' 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 Kenya Ferry Services 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 Kenya Ferry Services

- 2.23.1 Subject to paragraph 2.19 no tenderer shall contact the Kenya Ferry Services 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 Kenya Ferry Services 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 Kenya Ferry Services 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 Kenya Ferry Services 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 Kenya Ferry Services 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 Kenya Ferry Services 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:-
- (b) Necessary qualifications, capability experience, services, equipment and facilities to provide what is being procured.
 - (c) Legal capacity to enter into a contract for procurement
 - (d) 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.
 - (e) Shall not be debarred from participating in public procurement.

2.26. Kenya Ferry Services Right to accept or Reject any or all Tenders

- 2.26.1 The Kenya Ferry Services 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 Kenya Ferry Services' action. If the Kenya Ferry Services determines that none of the tenders is responsive, the Kenya Ferry Services shall notify each tenderer who submitted a tender.
- 2.26.2 The Kenya Ferry Services 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 Kenya Ferry Services 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 Kenya Ferry Services 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 Kenya Ferry Services 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 Kenya Ferry Services notifies the successful tenderer that its tender has been accepted, the Kenya Ferry Services 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 Kenya Ferry Services.
- 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 Kenya Ferry Services.
- 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 Kenya Ferry Services 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 Kenya Ferry Services require 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 Kenya Ferry Services 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	Particulars of Appendix to instructions to tenderers
2.1 2.10.1	<i>Eligible to all qualified bidders as per the invitation to tender Tender currency shall be the Kenya Shilling</i>
2.12	<i>Bidder must submit a tender security of Kshs 1,000,000.00 in either of the forms allowed by Public Procurement Act.</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	<i>The criteria for evaluation shall take into consideration, in addition to responsiveness to the requirements of the tender herein the criteria listed below</i>

EVALUATION CRITERIA – UNDERWRITERS

A.	RESPONSIVENESS REQUIREMENTS	POINTS
A1	Submit a Copy Certificate of Incorporation/Registration	Mandatory
A2	Current Certificate by Commissioner of Insurance/ IRA (Attach Copy)	Mandatory Mandatory
A3	Registration as a member of AKI for current year	Mandatory
A5	Submit a Copy of Tax Compliance Certificate	Mandatory
A6	Submit a Copy Current Business License	Mandatory
A7	Compliance to requirement of paid up capital being over Kshs. 400 Million or 10 % of gross premium whichever is higher.	Mandatory
A8	Dully completed, signed and stamped form of tender and confidential business questionnaire	
	MANDATORY REQUIREMENTS	Mandatory
B1	Professional Indemnity limit (at least 2% of total premium quoted)	Mandatory
B2	Give a detailed company profile showing qualification and years of experience in Marine Hull Insurance.	Mandatory
B3	Submit Reinsurance placement slip/cover notes certified by Insurance Regulatory authority.	Mandatory Mandatory
B4	Must have underwritten a minimum of three policies each with a premium of Kshs. 10 million and above.	Mandatory Mandatory
B5	Evidence of shareholding – Attach CR-12 form	Mandatory
B6	Declaration that the person shall not be involved in corrupt dealing in regard to the tender and has not been debarred from participating in public Procurement	Mandatory
B7	Documents submitted in the required format including all pages of the bid document serialized from the first page to the last (loose papers shall not be accepted)	Mandatory
B8	Submit copies of Audited Accounts for the last 3 years.	
B9	Tender security of Kshs 1,000,000.00 in either form as allowed by Public Procurement and Asset Disposal Act.	Mandatory
B10	Submit copies of Audited Accounts for the last 3 years.	Mandatory
C	TECHNICAL CRITERIA	
C.1	Adequacy of proposed product to Kenya Ferry services requirement	20

	<ul style="list-style-type: none"> • Adherence to the specifications for a comprehensive insurance of the ferry. (demonstrate details of your proposal) • Availability of suitable relevant technical staff - Submit the organizational structure and profile • General experience Submit a list of reputable clients and the total clients' premium must be at least Kshs 50 Million. • Exclusions- Bidder must provide details on their exclusions 	
C.2	<p>Experience and performance of the firm</p> <ul style="list-style-type: none"> • Scope of cover and suitability of firm technically in terms of underwriting policies, investment strength/strategies and product risk management. • Portfolio mix – Demonstrated overall risk appetite, acceptance and ultimately risk absorption performance.. • Experience in Marine Hull and machinery cover – at least two clients. • Percentage of outstanding claims to earned premium. • Submitting Reinsurance placement slip/cover notes certified by Insurance Regulatory authority. 	40
C.3	<p>Financial stability and capacity.- Assessment shall be on Capital, Reserves, Liquidity and Profitability.</p> <ul style="list-style-type: none"> • Paid up capital being over Kshs 400 Million or 10 % of gross premium whichever is higher. 	17
C.4	Sample policy document provided and adequacy of the same	3

TOTAL MARKS

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	DESCRIPTION	MARKS
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	Responsiveness requirements
B.2.	Evidence of registration with Insurance Regulation Authority submits a copy of current period license.	Mandatory
B.3	Tender security of Kshs 1,000,000.00 in either form as allowed by Public Procurement and Asset Disposal Act.	Mandatory
B.4	Evidence of professional Indemnity Insurance Cover of at least Kshs 10 Million.	Mandatory
B.5	Authorized quotations from at least two underwriters	Mandatory
B.6	Recommended underwriter/s meet the set requirement and product adherence to the specifications attained 70%	Mandatory
B.7	Declaration that the person shall not be involved in corrupt dealing in regard to the tender and has not been debarred from participating in public Procurement	Mandatory
B.8	Documents submitted in the required format including all pages of the bid document serialized from the first page to the last (loose papers shall not be accepted)	Mandatory
	Experience and operational capacity	
C.1.	<ul style="list-style-type: none"> • Number of years in business (provide certificate of incorporation 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. • Evidence of experience in Marine Hull and Machinery Cover 	30
C.2	Financial stability and capacity <ul style="list-style-type: none"> • Provide Audited Accounts for the year the last 3 years. • Letter from bankers • Paid up capital of Kshs.10 million or 10% gross premium whichever is higher. 	40
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	5
TOTAL MARKS		80

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 points (70%)
- For brokers, recommended underwriter must meet the threshold set for the broker to be considered.
- 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

SECTION III - GENERAL CONDITIONS OF CONTRACT

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SECTION III - GENERAL CONDITIONS OF CONTRACT

3.1. Definitions

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

- (a) “The Contract” means the agreement entered into between the Kenya Ferry Services 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 Kenya Ferry Services under the Contract.
- (d) “The Kenya Ferry Services” 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 Kenya Ferry Services’ 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 Kenya Ferry Services 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 Kenya Ferry Services' 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 Kenya Ferry Services and shall be returned (all copies) to the Kenya Ferry Services on completion of the contract's or performance under the Contract if so required by the Kenya Ferry services.

3.5. Patent Rights

- 3.5.1 The Contractor shall indemnify the Kenya Ferry Services 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 Kenya Ferry Services 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 Kenya Ferry Services 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 Kenya Ferry Services and shall be in the form of:
- a) Cash.
 - b) A bank guarantee.
 - c) Such insurance guarantee approved by the Authority.
 - d) Letter of credit.
- 3.6.4 The performance security will be discharged by the Kenya Ferry Services 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 Kenya Ferry Services in the schedule of requirements and the special conditions of contract

3.8. Payment

- 3.81. The method and conditions of payment to be made to the contractor under this Contract shall be specified in SCC
- 3.82. Payment shall be made promptly by the Kenya Ferry Services, 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 Kenya Ferry Services' 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 Kenya Ferry Services 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 Kenya Ferry Services' prior written consent.

3.11. Termination for Default

- 3.11.1 The Kenya Ferry Services 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 Kenya Ferry Services.
 - (b) If the Contractor fails to perform any other obligation(s) under the Contract
 - (c) If the Contractor in the judgment of the Kenya Ferry Services has engaged in corrupt or fraudulent practices in competing for or in executing the contract
- 3.11.2 In the event the Kenya Ferry Services 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 Kenya Ferry Services 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 Kenya Ferry Services 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 Kenya Ferry Services.

3.13. Termination for Convenience

- 3.13.1 The Kenya Ferry Services 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 Kenya Ferry Services 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 Kenya Ferry Services 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

4.1. CONDITIONS TO BE MET BY THE INSURANCE COMPANY

- 4.1.1 Must be registered with the Commissioner of Insurance for the current year and a copy of the current license be submitted.
- 4.1.2 Must be registered with the Insurance Regulation Authority for the current year and a copy of the current license be submitted.
- 4.1.3 Must have done annual gross premiums in previous year of not less than Kshs.200 Million
- 4.1.4 Must have paid up capital of at least Kshs.400 million or 10% gross premium whichever is higher.
- 4.1.5 Must give a list of 5 (five) reputable clients for the previous year 3 years indicating the volume.
- 4.1.6 Must submit a copy of the audited accounts for the last 3 years.
- 4.1.7 Must submit the current Reinsurance slip/cover notes certified by the Insurance Regulatory Authority.
- 4.1.8 Must submit copies of the following documents;
 - (a) PIN Certificate
 - (b) VAT Certificate
 - (c) Certificate of Registration/Incorporation
 - (d) Current tax compliance certificate
- 4.1.9 Must be a member of the Association of Kenya Insurers (AKI)
- 4.1.10 Submit organizational structure and profile of relevant technical staff.
- 4.1.11 Must have underwritten a minimum of three policies each with a premium of Kshs. 10 million and above.
- 4.1.12 Experience in handling marine hull and transport insurance covers would be desirable

4.2. CONDITIONS TO BE MET BY INSURANCE BROKER

- 4.2.1 Must be registered with the Commission of Insurance for current year and a copy of the current license be submitted.
- 4.2.2 Must have a Bank guarantee of Kshs.3 million deposited
- 4.2.3 Must have a Professional Indemnity Insurance Cover of at least Kshs.10 million and a copy be submitted
- 4.2.4 Must give a list of 5 (five) reputable clients and the total clients premium in each case in the last 3 years.
- 4.2.5 Must submit a copy of the audited accounts for the last 3 years.
- 4.2.6 Must be a current member of the Association of Insurance Brokers of Kenya (AIBK).
- 4.2.7 Must submit copies of the following documents:
 - (a) PIN Certificate
 - (b) VAT Certificate
 - (c) Certificate of Registration/Incorporation
 - (d) Current tax compliance certificate
- 4.2.8 Submit organizational structure and profile of relevant technical staff.
- 4.2.9 Attach sample policy document

4.2.11 Provide details of insurer who meet the requirements set out here above and whose product meets the set specifications.

4.2.12 Provide a minimum of two quotations from qualified underwriters/ insurance companies as per this tender. (Kenya Ferry services reserves the right to select the underwriter and shall not be bound to the lowest offer). The quotations must be authorized in writing by the Underwriters

4.2 Special Conditions of Contract as relates to the General Conditions of Contract

Reference of general conditions of contract	Special condition of contract
3.6 Performance security	Not applicable
3.7 Delivery of Services	<p>The contract period shall be as follows:</p> <ol style="list-style-type: none"> 1. Lot 1: Marine hull, machinery protection and third party indemnity insurance covers for MV Jambo. Commencement date to be advised 2. Lot 2: Marine hull, machinery protection and third party indemnity insurance covers for MV Safari. Commencement date to be advised. 3. <p>Contract shall be subject to renewal at the option of Kenya Ferry Services Ltd.</p> <p>Each lot will be awarded separately.</p>
3.8 Payment	As per the Insurance Act
3.16 Applicable law	The Laws of Kenya
3.18 Notices	As per invitation to tender

SECTION V - SCHEDULE OF REQUIREMENTS

1. DETAILS OF INSURANCE COVERS

1. DETAILS OF INSURANCE COVERS

There are two lots of ferries to be insured with different contract dates as follows:

1. Marine hull, machinery protection and indemnity insurance covers for MV Jambo ferry
2. Marine hull, machinery protection and indemnity insurance covers for MV Safari ferry.

Bidders are free to tender for one lot or both. Each lot will be awarded separately.

Insurance commencement date for each lot shall be advised at time of entering into contract with the successful bidder.

The award shall be to the lowest evaluated bidder

LOT 1

COMPREHENSIVE INSURANCE COVER FOR FERRY MV. JAMBO

DETAILS OF INSURED

(A) HULL & MACHINERY

CLASS OF INSURANCE: Marine Hull and Machinery protection

TYPE OF COVER: Loss or damage to Hull and Machinery

LIMITS OF INDEMNITY: Sums insured is as individual against each vessel in the schedule below.

<i>Name of Vessel</i>	<i>Gross Tonnage</i>	<i>No. of Passengers</i>	<i>Year Built</i>	<i>Book Value (USD)</i>
MV. JAMBO	1005	1500	2017	9,315,000.00

(B) THIRD PARTY LIABILITY

CLASS OF INSURANCE: Protection and Indemnity

TYPE OF COVER: Third party Liabilities

LIMITS OF LIABILITY: Limits of liability are as individual against each vessel in the schedule below

<i>Name of Vessel</i>	<i>Gross Tonnage</i>	<i>No. of Passengers</i>	<i>Year Built</i>	<i>Value (USD)</i>
JAMBO	1005	1500	2017	9,315,000.00

EXCESS

SECTION 1: Each and every claim: Kshs 800,000/=

SECTION 2:

- All passenger claim: Kshs 40,000/=
- From loss of or damage to fixed and floating objects each accident or occurrence: Kshs 150,000/=.
- From all vehicle claims, each accident or occurrence: Kshs 40,000/=

LOT 2

COMPREHENSIVE INSURANCE COVER FOR FERRY MV. SAFARI

DETAILS OF INSURED

(B) HULL & MACHINERY

CLASS OF INSURANCE: Marine Hull and Machinery protection

TYPE OF COVER: Loss or damage to Hull and Machinery

LIMITS OF INDEMNITY: Sums insured is as individual against each vessel in the schedule below.

<i>Name of Vessel</i>	<i>Gross Tonnage</i>	<i>No. of Passengers</i>	<i>Year Built</i>	<i>Book Value (USD)</i>
MV. JAMBO	1005	1500	2017	9,315,000.00

(C) THIRD PARTY LIABILITY

CLASS OF INSURANCE: Protection and Indemnity

TYPE OF COVER: Third party Liabilities

LIMITS OF LIABILITY: Limits of liability are as individual against each vessel in the schedule below

<i>Name of Vessel</i>	<i>Gross Tonnage</i>	<i>No. of Passengers</i>	<i>Year Built</i>	<i>Value (USD)</i>
JAMBO	1005	1500	2017	9,315,000.00

EXCESS

SECTION 1: Each and every claim: Kshs 800,000/=

SECTION 2:

- All passenger claim: Kshs 40,000/=
- From loss of or damage to fixed and floating objects each accident or occurrence: Kshs 150,000/=.
- From all vehicle claims, each accident or occurrence: Kshs 40,000/=

CONDITIONS

- Indicate applicable marine clauses.
- Indicate territorial limits.
- Indicate exclusions

SECTION VI- STANDARD FORMS

Notes on the standard Forms

1. **Form of Tender** - The form of Tender must be completed by the tenderer and submitted with 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 Kenya Ferry services.
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 Kenya Ferry services.

FORM OF TENDER

To:
Kenya Ferry services
Tender No.
Tender Name

Date

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 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.		
6.		
7.		

CONTRACT FORM

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

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

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 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 Kenya Ferry services*] (hereinafter called <the Kenya Ferry services> in the sum of [*state the amount*] for which payment well and truly to be made to the said Kenya Ferry services, 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 Kenya Ferry services on the Form; or
2. If the tender, having been notified of the acceptance of its tender by the Kenya Ferry services 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 Kenya Ferry services up to the above amount upon receipt of its first written demand, without the Kenya Ferry services having to substantiate its demand, provided that in its demand the Kenya Ferry services 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]

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 Kenya Ferry services]

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]

LETTER OF NOTIFICATION OF AWARD

Address of Kenya Ferry services

To: _____

RE: Tender No. _____

Tender Name _____

This is to notify that the contract/s stated below under the above mentioned tender have been awarded to you.

1. Please acknowledge receipt of this letter of notification signifying your acceptance.
2. The contract/contracts shall be signed by the parties within 30 days of the date of this letter but not earlier than 14 days from the date of the letter.
3. You may contact the officer(s) whose particulars appear below on the subject matter of this letter of notification of award.

(FULL PARTICULARS) _____

SIGNED FOR ACCOUNTING OFFICER