



KENYA FILM COMMISSION

TENDER DOCUMENT

FOR

**PROVISION OF MEDICAL INSURANCE COVER FOR
KENYA FILM COMMISSION BOARD OF DIRECTORS
AND STAFF**

TENDER NO.KFC/30/2017-2018

INVITATION DATE:

MONDAY 22ND JANUARY, 2018

CLOSING DATE:

TUESDAY 6TH FEBRUARY, 2018 AT 12:00 P.M.

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SECTION I - INVITATION FOR TENDERS

TENDER NO. KFC/30/2017-2018- PROVISION OF MEDICAL INSURANCE COVER FOR KENYA FILM COMMISSION BOARD OF DIRECTORS AND STAFF

- 1.1 Kenya Film Commission (herein referred to as Company) invites sealed tenders from eligible bidders for **PROVISION OF MEDICAL INSURANCE COVER FOR KENYA FILM COMMISSION BOARD OF DIRECTORS AND STAFF** annual covers for a period of two (2) years renewable after the initial year subject to performance.
- 1.2 Interested eligible bidders may obtain the detailed tender adverts and respective tender documents by visiting our **Website: www.kenyafilmcommission.com** or from IFMIS supplier portal: **<https://supplier.treasury.go.ke>** . The Tenders shall be opened publically at **KENYA FILM COMMISSION HEAD OFFICE'S BOARD ROOM.**
- 1.2 A complete set of tender documents may be obtained by interested candidates for free from the KFC offices during normal working hours
- 1.3 Prices quoted should be net inclusive of all taxes, and delivery costs, must be in Kenya Shillings and **shall remain valid for 120 days** from the closing date of the tender and the **Tender Security/Bid Bond shall be 2% of contract price.**
- 1.4 Completed tender documents are to be enclosed in plain sealed envelopes marked as follows

TENDER NO. KFC/30/2017-2018- PROVISION OF MEDICAL INSURANCE COVER FOR KENYA FILM COMMISSION BOARD OF DIRECTORS AND STAFF "DO NOT OPEN BEFORE 12.00 PM ON TUESDAY 6TH FEBRUARY, 2018 AT 12:00 P.M.

Addressed To:

**THE Ag. CHIEF EXECUTIVE OFFICER,
KENYA FILM COMMISSION,
P.O. BOX 76417 - 00508,
NAIROBI.**

The completed tenders may be deposited at the Tender Box located at the Company Headquarters located on the 2nd floor Jumuia Place II on Lenana Road, Kilimani Area, Nairobi by **12.00 PM on TUESDAY 6TH FEBRUARY, 2018.**

- 1.5 Tenders will be opened immediately thereafter in the presence of the candidates representatives who choose to attend.

Ag. CHIEF EXECUTIVE OFFICER

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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 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 Act. (Public Procurement and Asset Disposal Act, 2015)
- 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.
- 2.2.3 A complete set of tender documents may be obtained by interested candidates for free from KFC offices, website and IFMIS portal.

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 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 Company, at its discretion, may extend the deadline for the submission of tenders.

2.6 Language of Tenders

- 2.61 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/performed.

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

2.9.4 Tender validity period shall be 120 days from the date of opening the tender.

2.9.5 Contract price variations shall not be allowed for contracts not exceeding one year (12 months)

2.9.6 Where a contract variation is allowed, the variation shall not result in an increment of the total contract price by more than 25% of the original contract price.

2.9.7 Price variation requests shall be processed by the procuring entity within 30 days of receiving such requests.

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% the contract price.**

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 Public Procurement Regulatory 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

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

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. The tender security may be forfeited:

- If a tenderer withdraws its tender during the period of tender validity.
- 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.

- 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.

2.13.3 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 prepare two copies 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 unamended printed literature, shall be initialed by the person or persons signing the tender.

2.15.3 The tender shall have no **interlineations, erasures, or overwriting** except as necessary to correct errors made by the tenderer, in which case such corrections shall be initialed by the person or persons signing the tender.

2.15.1 Bidders shall submit their tenders in two separate envelopes clearly marked:

Envelope A (TECHNICAL BID) and
Envelope B (FINANCIAL BID)

2.15.2 The technical bid and the financial quotation shall be prepared in **indelible ink**. It shall contain no interlineations or overwriting, except as necessary to correct errors made by the candidates. Any such corrections must be initialed by the candidate.

2.15.3 For each tender the candidates shall prepare the tenders in the number of copies indicated in the special conditions of contract. Each **Technical Bid and FINANCIAL TENDER** shall be marked **“ORIGINAL”** or **“COPY”** as appropriate. If there are any discrepancies between the original and the copies of the tender, the original shall govern.

2.15.4 The original and all copies of the Technical bid shall be placed in a sealed envelope clearly marked **“TECHNICAL BID”**, and the original and all copies of the financial tender in a sealed envelope duly marked **“FINANCIAL TENDER”**.

2.15.4.1.1 Both envelopes shall be placed in an outer envelope and sealed. This outer envelope shall bear the procuring entities address and other information indicated in the appendix to the instructions to candidates and clearly marked **“DO NOT OPEN before 12:00 P.M. on TUESDAY 6TH FEBRUARY, 2018.**

2.15.1 The inner and outer envelopes shall be addressed as follows:
TENDER NO. KFC/30/2017-2018- PROVISION OF MEDICAL INSURANCE COVER FOR KENYA FILM COMMISSION BOARD OF DIRECTORS AND STAFF, “DO NOT OPEN BEFORE 12.00 PM ON TUESDAY 6TH FEBRUARY, 2018.

Addressed To:

**THE Ag. CHIEF EXECUTIVE OFFICER,
KENYA FILM COMMISSION,
P.O. BOX 76417-00508,
NAIROBI.**

- 2.15.2 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”**.
- 2.15.3 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.
- 2.15.5 The completed Technical bid and financial tenders must be delivered at the submission address on or before the time and date of the submission of the tenders indicated in the appendix to the instructions to candidates. Any tenders received later than the closing date for submission of tenders shall be rejected and returned to the candidate unopened. For this purpose the inner envelope containing the technical and financial tenders will bear the address of the candidate submitting the tenders.
- 2.15.6 After the deadline for submission of tenders the outer envelope and the technical tenders shall be opened immediately by the opening committee. The financial tenders shall be marked with the candidates number allocated at the time of opening the outer envelope and the technical bids but shall remain sealed and in the custody of a responsible officer of the procuring entity up to the time set for opening it.
- 2.15.7 The inner envelopes shall each indicate the name and address of the tenderer to enable the tender to be returned unopened in case it is declared “late”, while the outer envelope shall bear no mark indicating the identity of the tenderer
- 2.15.8 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”.
- 2.15.3 If the outer envelope is not sealed and marked as required by paragraph 2.15.2, Kenya Commission 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 **12.00 PM** on **TUESDAY 6TH FEBRUARY, 2018**.
- 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.
- 2.17.5 The procuring entity may at any time terminate procurement proceedings before contract award and shall not be liable to any person for the termination.

2.18. Opening of Tenders

The Commission will open all tenders in the presence of tenderers' representatives who choose to attend, at **12.00**

PM on TUESDAY 6TH FEBRUARY, 2018 and in the location specified in the invitation for tenders. The tenderers' representatives who are present shall sign a register evidencing their attendance.

- 2.18.1 The tenderer's' names and such other details as the Company, at its discretion, may consider appropriate, will be announced at the opening.
- 2.18.2 The Company will prepare minutes of the tender opening.

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.

2.19 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

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

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 its 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.

2.31 Appendix to Instruction to Tenderers

The following information regarding the particulars of the tender shall complement, supplement or amend the provisions of the instructions to tenderers. Wherever there is a conflict between the provisions of the instructions to tenderers and provisions of the appendix, the provisions of the appendix herein shall prevail over those of the instructions to tenderers.

| INSTRUCTIONS TO TENDERERS REFERENCE | PARTICULARS OF APPENDIX TO INSTRUCTIONS TO TENDERS |
|--|--|
| 2.1.3 | Declaration of No Conflict of Interest |
| 2.1.4 | Anti-corruption Affidavit |
| 2.10 | Tender prices MUST be quoted in Kenya Shillings |
| 2.12 | Tender security shall be 2% of contract price issued by a reputable Bank located in Kenya or Insurance company registered with IRA and approved by PPRA. It should strictly be provided in the format in the tender document and must be denominated in Kenya Shillings |
| 2.16.2 | The bidder must provide an appropriate written power of attorney establishing the authorization of the signatory to the tender documents to bind the bidder. |

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| 2.16.3 | <p>Bulky Tenders Bulky tenders, which will not fit in the tender box, shall be received at the procurement department and recorded.</p> |
| 2.17 | <p>The tenderer shall prepare and submit two copies of the tender, clearly marking each "ORIGINAL TENDER" and "COPY OF TENDER" These two envelopes are then placed in one envelope to form a complete bid. The Bid must be submitted in TWO copies.</p> |
| 2.20 | <p>Opening of tenders will be done in public at the time of closing the tender.</p> |
| 2.24 | <p>Right to award Contract:- KFC reserves the right to award the contract in whole or in part without any change in the unit price or other terms and conditions.</p> |
| 2.27 | <p>The performance security required will be 2% of contract price</p> |
| 2.31 | <p>Anti-corruption Affidavit: KFC will require a supplier of goods and/or services to swear an affidavit to the effect they will not have offered or been requested to pay an inducement to a member of the Board, Management and/or Staff of KFC to influence the outcome of the bid.</p> |

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 thirty (30) days** of receipt of the notification of Contract award, the successful tenderer shall furnish to the Company the **performance security Of amount specified in the tender.**

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.**

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

3.81. 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 Company, but in no case **later than thirty (30) days** after submission of an invoice or claim by the contractor

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 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 25% 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

3.11.1 The 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 arbitration.

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 IV - SCHEDULE OF REQUIREMENTS/SCC

Special Conditions of Contract shall supplement the General Conditions of Contract. Whenever there is a conflict, between the GCC and the SCC, the provisions of the SCC herein shall prevail over these in the GCC.

| General conditions of contract reference | Special conditions of contract |
|---|--|
| 3.6 Performance security | Performance security of 2% of contract price will be required within thirty (30) days of receipt of notification of Contract award. The successful tenderer shall furnish to KFC the Performance Bond in the form of a Bank guarantee issued by a reputable Bank located in Kenya, or such insurance issued by an Insurance Firm registered with IRA and approved by PPRA. |
| 3.7 Delivery of services | The Insurance services will be offered to KFC within the period specified in the contract |
| 3.8 Payment | KFC payment terms are that payment shall be made within sixty (60) days from the date the services are provided and/or contract is signed by the two parties. |
| 3.16 Applicable law | Law of Kenya |
| 3.18 Notices | Kenya Film Commission; P. O. Box 76417- 00506; Nairobi |

B. MANDATORY REQUIREMENTS

4.1 CONDITIONS TO BE MET BY THE INSURANCE COMPANY

(Note: It should be presented in the order below in the tender document)

4.1.2 Must state:

- a. Physical address, postal address, and telephone numbers
- b. Owned or leased
- c. Trade license.
- d. Number of branches; specify if applicable

4.1.3 Must submit copies of the following documents;

- a. PIN Certificate
- b. Valid Tax Compliance Certificate
- c. Certificate of Incorporation

- 4.1.4 Must be registered and licensed by Insurance Regulatory Authority for the current year and a copy of the current license be submitted.
- 4.1.5 Must be a member of the Association of Kenya Insurer (AKI) and Membership certificate be submitted.
- 4.1.6 Must provide Managerial and key personnel competency profiles and attach organization chart.
- 4.1.7 Must provide the following;
 - a. Name of Underwriters' bankers and Reinsurers.
 - b. Name of Underwriters' Actuarial Consultants.
 - c. Name of Auditors
- 4.1.8 Must have paid up capital of at least Kshs.300 Million.
- 4.1.9 Must have done annual gross premiums in previous year of Kshs 500 Million
- 4.1.10 Must give a list of five (5) reputable clients and the total clients premiums for the last three years i.e. 2015, 2016 and 2017
- 4.1.11 Must submit recommendation letters from the listed clients under 4.1.10 for the services envisaged under this tender
- 4.1.12 Must submit audited accounts for the last TWO year duly signed by the auditor. i.e. 2015 and 2016
- 4.1.13 Must state number of years served in Medical Insurance, staff qualification and experience in general insurance (claims) Portfolio
- 4.1.14 Must submit details of five major clients, summary of services rendered, value of contracts and contact person, address, and telephone numbers including those supplied to KFC in the last two years.

4.2. CONDITIONS TO BE MET BY INSURANCE BROKER (To be arranged as per below in the tender document)

- 4.2.1 Must Provide a Company Profile.
- 4.2.2 Must state:
 - (a) Physical address, postal address, telephone and fax numbers
 - (b) Owned or leased
 - (c) Trade license.
 - (d) Number of branches; specify if applicable
- 4.2.3 Must submit copies of the following documents;
 - a. PIN Certificate
 - b. Valid Tax Compliance Certificate
 - c. Certificate of Incorporation
- 4.2.4 Must be registered and licensed by the Insurance Regulatory Authority for current year and a copy of the

- license be submitted. 4.2.5 Must be a current member of the Association of Insurance Brokers (AIBK) and proof of membership be submitted.
- 4.2.6 Must have a professional Indemnity Insurance Cover of at least Kshs.3 Million and a Copy submitted
- 4.2.7 Must have a Bank guarantee of Kshs. 3,000,000 deposited with the Insurance Regulatory Authority and a Copy be submitted
- 4.2.8 Must provide the name of Auditors
- 4.2.9 Must provide Managerial and key personnel competency profiles and attach organization chart.
- 4.2.10 Must give a list of five (5) reputable clients and recommendation letters from the listed clients.
- 4.2.11 Must submit a copy of the audited accounts for the last two years duly signed by the auditor i.e. 2015 and 2016.
- 4.2.12 Must state number of years served in Medical Insurance, staff qualification and experience in general insurance (claims) Portfolio.
- 4.2.13 Must submit details of five major clients, summary of services rendered, value of contracts and contact person, address and telephone numbers including those supplied to KFC in the last two years.
- 4.2.14 Must source quotations from only the underwriters who meet the conditions provided in the tender document.
- 4.2.15 Must provide a copy of underwriter's premium quotation.
- 4.2.16 Must analyze quotations and recommend the best underwriter for the quotations provided with Insurance Regulatory Authority ratings.

Bids that do not contain all the above mandatory items will be declared non responsive and shall not be evaluated further.

EVALUATION CRITERIA

The following Evaluation criteria will be used for the purpose of the tender evaluation.

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

| No. | Description of criteria | Particulars from the documents submitted by bidder | Max. Score |
|-----|---|--|------------|
| 1. | Experience: Experience in provision of services of similar nature and magnitude in each of the last Five (5) years(1-yr = 1mk, 2 = 3mks 3yrs = 5mks, 4yrs = 6mks, 5yrs = 8marks, over 5yrs = 10mrks) | | 10 |
| 2. | Reputation: Proof of satisfactory service(recommendations from at least five clients in each of the following categories:- (i) Civil service or state Corporation: Each 3 mrks up to a maximum of 4 (ii) Other sectors: 1 mrks for each to a maximum of 3 | | 15 |
| 3. | Competency profile: Qualifications of Chief Executive Officer and at least three key personnel managing Medical insurance portfolio:- (a) Qualifications: A.C.I.I or AIIK i) CEO: 2 mks ii Claims Manager: 2 mks iii) Underwriting Manager: 2mks iv) Business Development Manager: 2 mks (b) Any other qualifications for each of the four above: 1mk | | 12 |
| 4. | Reports on financial standing such as profit and loss statement and auditors report for the past two years (2015 and 2016) signed by Auditor(s) who are approved by ICPAK for determining solvency and liquidity of the company | | 5 |

| | | | |
|----|--|---------------|-------------|
| 5. | Annual premiums Trend for past two years: <ul style="list-style-type: none"> • 2016 • 2017 | | 10 |
| 6. | Maximum Value of risk Firm is able to handle-Kshs. 350 million and above (up to Kshs. 500 million = 2mks, above Kshs.500 million = 5mks) | | 5 |
| 7. | (a) Network coverage & extensiveness of approved hospitals & service providers, flexibility and convenience (i) Within Nairobi only or less than 20 counties (mrks=3) (ii) In over 20 counties(mrks=10 | | 10 |
| | (b) Inpatient and Outpatient Dental & Optical cover | | 5 |
| | (c) Pre-existing, Chronic and HIV & Aids cover and terrorism and political violence extension | | 5 |
| | Last expense cover | | 5 |
| 8. | Proposal of scheme administration case management and claims turnaround time administration based on client references | | 10 |
| 9. | Additional Benefits The tenderer may provide any other additional information/Benefits offered relevant to provision of the medical insurance cover | | 8 |
| | | Totals | 100% |

NB: PASS MARK OUT FOR TECHNICAL EVALUATION IS 65%.

- 1) Bidders **must meet all responsiveness requirements** to qualify for technical evaluation
- 2) To qualify for financial evaluation the **bidder must score MUST pass the Technical Evaluation.**
- 3) The bidder quoting **the lowest total premiums with the highest technical score shall be recommended for contract award.**
- 4) Any information provided by the bidder may be verified by the company and must include all exclusions

Scoring criteria for Financial Aspects will be based on a ranked basis:-

- 1) The bidder quoting the **BEST BIDDING PREMIUM PRICE** having attained **HIGHEST TECHNICAL SCORE** as per the evaluation criteria shall be ranked first and a score awarded relative to the other bidders price quotations.
- 2) The award criteria shall incorporate all the scored attributes to determine the bidder who emerges with the **BEST VALUE FOR MONEY PACKAGE**.
- 3) The tender award criteria may be subject to visitation evaluation to confirm any/all of the declared items.

FINANCIAL PROPOSALS

- a) Bidders shall indicate the **PREMIUM PRICE** to **KENYA FILM COMMISSION** and the Credit Period therein.
- b) The **price shall be inclusive of government taxes**.
- c) Any information provided by the bidder **may be verified by the company**
- d) **The bidder who gives the lowest most competitive quote shall be considered for award.**

SECTION V - SCHEDULE OF REQUIREMENTS

1. Bidders are required to provide their quotations based on the format of the appended **Schedule of Insurance Requirements** and should enumerate all the exclusions, extensive and special clauses, policy limitations and excess applicable under each of the policies.
2. Bidders will be required to provide a summary of their quotations based on the format of the appended **Price Schedule Form**. Bidders must take into consideration the arrangement of the policies as presented in the **Price Schedule Form** while making their recommendations of the underwriters for the various policies.

PROPOSED COVER: TERMS OF REFERENCE (TORS)

Kenya Film Commission intends to procure medical insurance cover for its Board of Directors and Staff.

The resulting contract will run for a period of two (2) years subject to review of the Policies on the second year based on the performance of both the Insurer and broker. Premium will be paid on yearly basis, and as such, the premiums quoted in the bid document should be annual.

Period of cover Two (2) years subject to review of the policies on the second year based on the performance of both the Insurer and broker

Details of Insurance Covers:

| S/N | STAFF NO. | NAME OF STAFF | FAMILY COMPOSITION | D.O.B | Out Patient Covers per Person | Cover Limits per Person |
|-----|-----------|------------------------|--|----------|-------------------------------|-------------------------|
| 1. | 20060002 | Lanox Otieno Owino | Member = 1 Spouse = 1 Children = 3 | 26/9/76 | 100,000 | 1,000,000 |
| 2. | 20060003 | Jedidah Mwikali Julius | Member = 1 Spouse = 1 Children = 2 | 7/6/83 | 100,000 | 1,000,000 |
| 3. | 20060005 | Evans On'gor Mac'Osewe | Member = 1 | 13/12/79 | 100,000 | 1,000,000 |
| 4. | 20060006 | John Omanga Kamanda | Member = 1 Spouse = 1 Children = 3 | 15/5/77 | 100,000 | 1,000,000 |
| 5. | 20060008 | Pauline Muthoni Thuo | Member = 1 Children = 3 | 7/11/70 | 100,000 | 1,000,000 |
| 6. | 20060011 | Damaris Nduku Kaleli | Member = 1 Spouse = 1 Children = 1 | 23/12/69 | 100,000 | 1,000,000 |
| 7. | 20080023 | Lawrence Wambura | Member = 1 Spouse = 1 | 10/1/86 | 100,000 | 1,000,000 |
| 8. | 20080025 | Marion Kibaki | Member = 1 | 3/5/82 | 100,000 | 1,000,000 |
| 9. | 20080026 | Timothy Owase | Member = 1 Spouse = 1 Children = 3 | 21/5/76 | 100,000 | 2,500,000 |

| | | | | | | |
|-----|-----------|------------------|--|----------|---------|-----------|
| 10. | 20100034 | Alex Mulwa | Member = 1 Spouse = 1 Children = 2 | 5/9/78 | 100,000 | 5,000,000 |
| 11. | 20130039 | Joyce Ngugi | Member = 1 Spouse = 1 Children = 3 | 20/1/72 | 100,000 | 1,000,000 |
| 12. | 20130041 | Lawrence Langat | Member = 1 Spouse = 1 Children = 2 | 4/1/80 | 100,000 | 1,000,000 |
| 13. | 20130043 | Mercy Bukania | Member = 1 | 6/10/85 | 100,000 | 1,000,000 |
| 14. | 20130046 | Andrew Mugesani | Member = 1 Spouse = 1 Children = 1 | 10/6/65 | 100,000 | 1,000,000 |
| 15. | 20130047 | Grace Kago | Member = 1 Spouse = 1 Children = 2 | 21/6/87 | 100,000 | 1,000,000 |
| 16. | 20130048 | Catherine Gitahi | Member = 1 Children = 2 | 22/5/81 | 100,000 | 2,500,000 |
| 17. | 20130049 | Caroline Njoroge | Member = 1 | 1/2/79 | 100,000 | 2,500,000 |
| 18. | 20130050 | Bernard Kibe | Member = 1 Spouse = 1 Children = 2 | 23/6/77 | 100,000 | 2,500,000 |
| 19. | TS2009007 | Alice Ngavala | Member = 1 Spouse = 1 Children = 2 | 2/1/82 | 100,000 | 1,000,000 |
| 20. | 20150056 | Emmanuel Were | Member = 1 Spouse = 1 Children = 3 | 22/12/79 | 100,000 | 1,000,000 |
| 21. | 20150055 | Jackline Afandi | Member = 1 Spouse = 1 Children = 2 | 19/11/88 | 100,000 | 1,000,000 |
| 22. | 20170058 | Michael Yegon | Member = 1 | 23/08/89 | 100,000 | 1,000,000 |

| | Name Of Board Member | | Family Composition | Outpatient Covers Per Person | Cover Limit Per Person |
|----|--------------------------|----------|--------------------|------------------------------|------------------------|
| 1. | Chris K. Foot | Director | Member =1 | 100,000 | 2,000,000 |
| 2. | Gerald Owino | Director | Member =1 | 100,000 | 2,000,000 |
| 3. | Gituro Michael Mwangi | Director | Member =1 | 100,000 | 2,000,000 |
| 4. | Jacqueline Misiko Andere | Director | Member =1 | 100,000 | 2,000,000 |
| 5. | Hon. Jarso J. Fallana | Director | Member =1 | 100,000 | 2,000,000 |

| | | | | | |
|----|------------------------|----------|-----------|---------|-----------|
| 6. | Lynne Janis W. Kanguru | Director | Member =1 | 100,000 | 2,000,000 |
|----|------------------------|----------|-----------|---------|-----------|

2. Schedule of Cover_Notes

1. Provide all staff and their dependants with medical cover on Principal Member and Dependant's basis as per schedule of requirement (Table A above).
2. Provide last expense funeral cover to all Board and Staff up-to a minimum limit of Ksh. 100,000/=.
3. The medical cover should cover but not limited to the following-:
 - i. Daily bed charges. Admission in scheduled and NHIF accredited hospitals. Hospital bed accommodation.
 - ii. Laboratory investigations, X-rays, Ultrasound, MRI and CT scans
 - iii. Doctor's specialists and surgeons
 - iv. ICU/HDU, theatre and anaesthetists fees
 - v. Prescribed drugs, dressings, surgical appliances and nursing procedures.
 - vi. Pathology X-ray ultrasound, ECG, MRI Scans.
 - vii. Radiotherapy, chemotherapy, physiotherapy.
 - viii. Emergency road rescue/evacuation subject to cover limit.
 - ix. Day care surgery
 - x. Hospital accommodation for parent/ guardian accompanying child below ten (10) years.
 - xi. Post hospitalization / follow-up treatment.
4. HIV/AIDS, other terminal illnesses and other pre-existing conditions. (Specify applicable rates/conditions where necessary)
5. Outpatient cover limit to cover Ksh. 100,000/= per beneficiary i.e. (Member + dependants individually). Inpatient cover limits to apply per member + dependants individually.
6. Maternity (pre-natal and delivery) Benefit of cover of KES 150,000/= minimum.

7. Cover for optical, dental, and expenses must be included.
 - Dental cover limit = 35,000/= per person
 - Optical cover limit = 35,000/= per person

3. SCHEDULE OF ENHANCED COVER

- i) Enhanced Cover (I)- Please include services covered and cost as per details in Table A
- ii) Enhanced Cover (II)- Please include services covered and cost as per details in Table A

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.
Tender Name

Gentlemen and/or Ladies:-

1. Having examined the Tender documents including Addenda No. (Insert numbers) the receipt of which is hereby duly acknowledged, we the undersigned, offer to provide Insurance Services under this tender in conformity with the said Tender document for the sum _____ of

.....
.....[Total Tender amount in words and figures]
or such other sums as may be ascertained in accordance with the Schedule of Prices attached herewith and made part of this Tender.

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

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

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

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

Dated this _____ day of _____ 2018

[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 theday of20.....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)

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)

SERVICE LEVEL AGREEMENT WITH THE INSURER AND/OR BROKER.

KFC will upon the award of the contract execute a service Level Agreement with successful Insurer(s) and/or Broker. The service Level Agreement will cover the following areas:-

1. Structuring and obtaining optimum policy covers.
2. Analyze, review, scrutinize the policy document and any endorsements therein, and if the policy document is found satisfactory, such document to be deposited with the Company secretary not later than 15 days of inception of the cover(s).
3. Ensure proper claims' administration by fully coordinating prudent requirements between the Commission and Insurer.
4. Ensure that all documented claims are settled within thirty (30) days
5. Negotiate any pertinent aspects of the policy that may arise during the term of the policy
6. such other services as may be related or ancillary to the due performance of the above service.