



# **KENYA FILM COMMISSION**

**TENDER NO. KFC/21/2016-2017**

**PROVISION OF WORKMAN INJURY BENEFIT (WIBA)  
PLUS SCHEME AND PUBLIC LIABILITY**

**CLOSING DATE THURSDAY, 23<sup>RD</sup> MARCH, 2017 AT 12.00PM**

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## SECTION I - INVITATION TO TENDER

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**TENDER REFERENCE NUMBER: KFC/21/2016-2017**

**TENDER NAME: PROVISION OF WORKMAN INJURY BENEFIT (WIBA) PLUS SCHEME AND PUBLIC LIABILITY**

The Kenya Film Commission (KFC) is a state corporation under Ministry of Culture, Sports and The Arts and is responsible for promoting and marketing Kenya as a center of excellence in film production for the global film industry.

The Commission wishes to procure a workman injury benefit (WIBA) scheme and public liability. The Commission invites interested, eligible and qualified underwriters, licensed by the Insurance Regulatory Authority, and with relevant experience in similar undertakings to submit their bids.

Interested and eligible bidders may obtain the detailed tender adverts and respective tender documents by visiting our website: [www.kenyafilmcommission.com](http://www.kenyafilmcommission.com) or from the IFMIS supplier portal: <https://supplier.treasury.go.ke> where the document can be viewed and downloaded free of charge or at no cost. Alternatively, bidders can obtain a complete set of the respective tender documents from the Procurement Office, during normal working hours, upon payment of a non-refundable fee of Kshs. 1,000.00 at the cashier's office situated on 2<sup>nd</sup> Floor, Jumuia Place II located on Lenana Road, Kilimani in Nairobi.

For each proposal, the bidder shall prepare one (1) original and one (1) copy of the technical and financial proposals which shall be clearly marked "**ORIGINAL**" and "**COPY**" as appropriate. The original and copies of the technical proposal shall be sealed in an envelope clearly marked "**Technical Proposal**" and the original and copies of the financial proposal shall be sealed in an envelope clearly marked "**Financial Proposal**" with a warning, "**Do not open together with the technical proposal**".

The envelope containing the financial proposal should have the bidders name and address clearly marked on the outside. Both envelopes shall be placed in an outer envelope and sealed. The outer envelope, bearing no indication of the bidder and clearly marked "**TENDER NUMBER KFC/21/2016-2017: PROVISION OF WORKMAN INJURY BENEFIT (WIBA) PLUS SCHEME AND PUBLIC LIABILITY**" should be deposited in the tender box at the reception area, situated on the location indicated above and addressed to:-

The Chief Executive Officer  
Kenya Film Commission  
P. O. Box 76417, 00508  
Nairobi

So as to reach not later than **Thursday, 23<sup>rd</sup> March, 2017 at 12.00 Noon.**

Interested bidders or their representatives are invited to witness the opening to be held at the Commissions' boardroom at the same address immediately after the closing time on the same day at **12:15pm.**

All tenders must be accompanied by a bid bond of **2%** of the tender sum in the form of a **bank guarantee** from a reputable bank. The bid bond should be placed in the envelope containing the **technical proposal**. Please note that any tender that shall not be accompanied by a bid bond in the stated amount and form shall be deemed to be non-responsive and disqualified.

Kenya Film Commission may terminate the procurement proceedings prior to entering into a contract and reserves the right to accept or reject any or all tenders, without being bound to give reasons for its decision or incurring any liability. The Institute is also not obligated to award to the firm that offers the lowest price.

**CHIEF EXECUTIVE OFFICER,**  
**KENYA FILM COMMISSION**

## **SECTION II - INSTRUCTIONS TO TENDERERS**

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### **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 by the intended completion date specified in the tender documents.
- 2.1.2 The procuring entity's employees, committee members, board members and their relative (spouse and children) are not eligible to participate in the tender unless where specially allowed under the 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 Procuring entity to provide consulting services for the preparation of the design, specifications, and other documents to be used for the procurement of the goods under this Invitation for tenders.
- 2.1.4 Tenderers involved in corrupt or fraudulent practices or debarred from participating in public procurement shall not be eligible.

### **2.3 Cost of Tendering**

- 2.3.1 The Tenderer shall bear all costs associated with the preparation and submission of its tender, and the procuring entity, will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the tendering process.
- 2.3.2 The price to be charged for the tender document shall not exceed Kshs. 1000.00
- 2.3.3 The procuring entity shall allow the tenderer to review the tender document free of charge before purchase.

### **2.4. Contents of Tender Document**

- 2.4.1 The tender document comprises the documents listed below and addenda issued in accordance with clause 2.6 of these instructions to tenderers
- (i) Invitation to Tender

- (ii) Instructions to Tenderers
- (iii) General Conditions of Contract
- (iv) Special Conditions of Contract
- (v) Schedule of requirements
- (vi) Technical Specifications
- (vii) Tender Form and Price Schedules
- (viii) Tender Security Form
- (ix) Contract Form
- (x) Performance Security Form
- (xi) Manufacturer's Authorization Form
- (xii) Confidential Business Questionnaire Form
- (xiii) Declaration form

2.4.2 The Tenderer is expected to examine all instructions, forms, terms, and specifications 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.

## **2.5 Clarification of Tender Documents**

2.5.1 A prospective tenderer making inquiries of the tender documents may notify the Procuring entity in writing or by post at the entity's address indicated in the invitation for tenders. The Procuring entity will respond in writing to any request for clarification of the tender documents, which it receives not later than three (3) days prior to the deadline for the submission of tenders, prescribed by the procuring entity. Written copies of the Procuring entities response (including an explanation of the query but without identifying the source of inquiry) will be sent to all prospective tenderers that have received the tender document.

2.5.2 The procuring entity shall reply to any clarifications sought by the tenderer within 2 days of receiving the request to enable the tenderer to make timely submission of its tender.

## **2.6 Amendment of Tender Documents**

2.6.1 At any time prior to the deadline for submission of tender, the procuring entity, for any reason, whether at its own initiative or in response to a clarification requested by a prospective tenderer, may modify the tender documents by issuing an addendum.

2.6.2 All prospective tenderers that have obtained the tender documents will be notified of the amendment in writing or by post and will be binding on them.

2.6.3 In order to allow prospective tenderers reasonable time in which to take the amendment into account in preparing their tenders, the Procuring entity, at its discretion, may extend the deadline for the submission of tenders.

## **2.7 Language of Tender**

2.7.1 The tender prepared by the tenderer, as well as all correspondence and documents relating to the tender exchange by the tenderer and the Procuring entity, shall be written in English language, provided that 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.

## **2.8 Documents Comprising the Tender**

2.8.1 The tender prepared by the tenderers shall comprise the following components.

- (a) a Tender Form and a Price Schedule completed in accordance with paragraph 2.9, 2.10 and 2.11 below
- (b) documentary evidence established in accordance with paragraph 2.12 that the tenderer is eligible to tender and is qualified to perform the contract if its tender is accepted;
- (c) documentary evidence established in accordance with paragraph 2.13 that the goods and ancillary services to be supplied by the tenderer are eligible goods and services and conform to the tender documents; and
- (d) tender security furnished in accordance with paragraph 2.14
- (e) Confidential Business Questionnaire.

## **2.9 Tender Form**

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

## **2.10 Tender Prices**

2.10.1 The tenderer shall indicate on the appropriate Price Schedule the unit prices where applicable and total tender price of the services under the contract.

2.10.2 Prices quoted by the tender shall remain fixed during the Tender's performance of the contract. A tender submitted with an adjustable price quotation will be treated as non-responsive and will be rejected, pursuant to paragraph 2.22 unless otherwise agreed by the parties.

## **2.11 Tender Currencies**

2.11.1 Prices shall be quoted in Kenya Shillings

## **2.12 Tenderers Eligibility and Qualifications**

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

2.12.1 The documentary evidence of the tenderers eligibility to tender shall establish to the Procuring entity's satisfaction that the tenderer, at the time of submission of its tender, is from an eligible source country as defined under paragraph 2.1

2.12.2 The documentary evidence of the tenderers qualifications to perform the contract if its tender is accepted shall establish to the Procuring entity's satisfaction;

- (a) that, in the case of a tenderer offering to supply equipment under the contract which the tenderer did not manufacture or otherwise produce, the tenderer has been duly authorized by the equipment, Manufacturer or producer to supply the equipment
- (b) that the tenderer has the financial, technical, and production capability necessary to perform the contract;
- (c) that, in the case of a tenderer not doing business within Kenya, the tenderer is or will be (if awarded the contract) represented by an Agent in Kenya equipped, and able to carry out the Tenderer's maintenance, repair, and spare parts-stocking obligations prescribed in the Conditions of Contract and/or Technical Specifications.

## **2.13 Goods Eligibility and Conformity to Tender Document**

2.13.1 Pursuant paragraph 2.2 of this section, the tenderer shall furnish, as part of its tender documents establishing the eligibility and conformity to the tender documents of all equipment which the tenderer proposes to supply or services to be provided under the contract

2.13.2 The documentary evidence of the eligibility of the goods shall consist of statement in the Price Schedule of the country of origin of the goods and



services offered which shall be confirmed by a certificate of origin issued at the time of shipment.

2.13.3 The documentary evidence of conformity of the equipment to the tender documents may be in the form of literature, drawings, and data, and shall consist of:

- a) a detailed description of the essential technical and performance characteristic of the equipment
- b) a list giving full particulars, including available source and current prices of spare parts, special tools, etc., necessary for the proper and continuing functioning of the equipment for a period of two (2) years, following commencement of the use of the equipment by the Procuring entity; and
- c) a clause-by-clause commentary on the Procuring entity's Technical Specifications demonstrating substantial responsiveness of the goods and service to those specifications, or a statement of deviations and exceptions to the provisions of the Technical Specifications.

2.13.4 For purposes of the commentary to be furnished pursuant to paragraph 2.13.3(c) above, the tenderer shall note that standards for workmanship, material, and equipment, as well as references to brand names or catalogue numbers designated by the Procurement entity in its Technical Specifications, are intended to be descriptive only and not restrictive. The tenderer may substitute alternative standards, brand names, and/or catalogue numbers in its tender, provided that it demonstrates to the Procurement entity's satisfaction that the substitutions ensure substantial equivalence to those designated in the Technical Specifications.

## **2.14 Tender Security**

2.14.1 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.

2.14.2 The tender security shall be in the amount not exceeding 2 percent of the tender price.

2.14.3 The tender security is required to protect the Procuring entity against the risk of Tenderer's conduct which would warrant the security's forfeiture, pursuant to paragraph 2.14.7

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

- a) A bank guarantee
- b) Insurance guarantee

2.14.5 Any tender not secured in accordance with paragraph 2.14.1 and 2.14.3 will be rejected by the Procuring entity as non-responsive, pursuant to paragraph 2.22

2.14.6 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 prescribed by the Procuring entity.

2.14.7 The successful Tenderer's tender security will be discharged upon the tenderer signing the contract, pursuant to paragraph 2.27 and furnishing the performance security, pursuant to paragraph 2.28

2.14.8 The tender security may be forfeited:

- a) if a tenderer withdraws its tender during the period of tender validity specified by the procuring entity on the Tender Form; or
- b) in the case of a successful tenderer, if the tenderer fails:
  - i) to sign the contract in accordance with paragraph 2.27  
or
  - ii) to furnish performance security in accordance with paragraph 2.28
- c) If the tenderer rejects correction of an arithmetic error in the tender.

## 2.15 Validity of Tenders

2.15.1 Tenders shall remain valid for **120 days** or as specified in the tender documents after date of tender opening prescribed by the Procuring entity, pursuant to paragraph 2.20. A tender valid for a shorter period shall be rejected by the Procuring entity as non-responsive.

2.15.2 In exceptional circumstances, the Procuring entity may solicit the Tenderer's consent to an extension of the period of validity. The request and the responses thereto shall be made in writing. The tender security provided under paragraph 2.14 shall also be suitably extended. A tenderer may refuse the request without forfeiting its tender security. A tenderer granting the request will not be required nor permitted to modify its tender.

## 2.16 Format and Signing of Tender

2.16.1 The Tenderer shall prepare "**ONE ORIGINAL**" and "**ONE COPY**" of the technical and financial proposals, clearly marking each "**ORIGINAL**

**TENDER**” and **“COPY OF TENDER,”** as appropriate. In the event of any discrepancy between them, the original shall govern.

2.16.2 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 an amended printed literature, shall be initialed by the person or persons signing the tender.

2.16.3 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.

## **2.17 Sealing and Marking of Tenders**

2.17.1 The Tenderer shall seal the original and each copy of the tender in separate envelopes, duly marking the envelopes as **“ORIGINAL”** and **“COPY.”** The envelopes shall then be sealed in an outer envelope.

2.17.2 The inner and outer envelopes shall:

(a) be addressed to the Procuring entity at the address given on the Invitation to Tender.

(b) bear the tender number and name in the Invitation to Tender and the words **“DO NOT OPEN BEFORE THURSDAY, 23<sup>RD</sup> MARCH, 2017 AT 12.00PM”**

2.17.3 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”.

2.17.4 If the outer envelope is not sealed and marked as required by paragraph 2.17.2, the Procuring entity will assume no responsibility for the tender’s misplacement or premature opening.

## **2.18 Deadline for Submission of Tenders**

2.18.1 Tenders must be received by the Procuring entity at the address specified under paragraph 2.17.2 not later than **Thursday, 23<sup>rd</sup> March, 2017 at 12.00pm**

2.18.2 The Procuring entity may, at its discretion, extend this deadline for the submission of tenders by amending the tender documents in accordance with paragraph 2.6, in which case all rights and obligations of the Procuring entity and candidates previously subject to the deadline will therefore be subject to the deadline as extended

2.18.3 Bulky tenders which will not fit in the tender box shall be received by the procuring entity as provided for in the Appendix.

## **2.19 Modification and Withdrawal of Tenders**

2.19.1 The tenderer may modify or withdraw its tender after the tender's submission, provided that written notice of the modification, including substitution or withdrawal of the tenders, is received by the Procuring entity prior to the deadline prescribed for submission of tenders.

2.19.2 The Tenderer's modification or withdrawal notice shall be prepared, sealed, marked, and dispatched in accordance with the provisions of paragraph 2.17. A withdrawal notice may also be sent by cable, telex but followed by a signed confirmation copy, postmarked no later than the deadline for submission of tenders.

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

2.19.4 No tender may be withdrawn in the interval between the deadline for submission of tenders and the expiration of the period of tender validity specified by the tenderer on the Tender Form. Withdrawal of a tender during this interval may result in the Tenderer's forfeiture of its tender security, pursuant to paragraph 2.14.7

## **2.20 Opening of Tenders**

The Procuring entity will open all tenders in the presence of tenderers' representatives who choose to attend, at **12.15pm** on that **Thursday, 23<sup>rd</sup> March, 2017** at the following location:

Kenya Film Commission Boardroom  
Location: 2<sup>nd</sup> Floor, Jumuia Place II  
Lenana Road  
Kilimani Area

The tenderers' representatives who are present shall sign a tender opening register evidencing their attendance.

2.20.1 The tenderers' names and such other details as the Procuring entity, at its discretion, may consider appropriate, will be announced at the opening.

2.20.2 The Procuring entity will prepare minutes of the tender opening.

## **2.21 Clarification of Tenders**

2.21.1 To assist in the examination, evaluation and comparison of tenders the Procuring entity may, at its discretion, ask the tenderer for a clarification of its tender. The request for clarification and the response shall be in writing, and no change in the prices or substance of the tender shall be sought, offered, or permitted.

2.21.2 Any effort by the tenderer to influence the Procuring entity in the Procuring entity's tender evaluation, tender comparison or contract award decisions may result in the rejection of the tenderers' tender.

## **2.22 Preliminary Examination and Responsiveness**

2.22.1 The Procuring entity will examine the tenders to determine whether they are complete, whether any computational errors have been made, whether required sureties have been furnished, whether the documents have been properly signed, and whether the tenders are generally in order.

2.22.2 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 may be forfeited. If there is a discrepancy between words and figures the amount in words will prevail

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

2.22.4 Prior to the detailed evaluation, pursuant to paragraph 2.23 the Procuring entity will determine the substantial responsiveness of each tender to the tender documents. For purposes of these paragraphs, a substantially responsive tender is one, which conforms to all the terms and conditions of the tender documents without material deviations. The Procuring entity's determination of a tender's responsiveness is to be based on the contents of the tender itself without recourse to extrinsic evidence.

2.22.5 If a tender is not substantially responsive, it will be rejected by the Procuring entity and may not subsequently be made responsive by the tenderer by correction of the non-conformity.

## **2.23 Evaluation and Comparison of Tenders**

2.23.1 The Procuring entity will evaluate and compare the tenders which have been determined to be substantially responsive, pursuant to paragraph 2.22

2.23.2 The Procuring entity's evaluation of a tender will take into account, in addition to the tender price, the following factors, in the manner and to the extent indicated in paragraph 2.23.3 and in the technical specifications:

- (a) The operational plan proposed in the tender;
- (b) deviations in payment schedule from the specifications in the Special Conditions of Contract;

2.23.3 Pursuant to paragraph 2.23.2 the following evaluation methods will be applied

- (a) *Operational Plan*

The Procuring entity requires that the services under the Invitation for Tenders shall be delivered at the time specified in the Schedule of Requirements. Tenders offering deliveries longer than the procuring entity's required delivery time will be treated as non-responsive and rejected.

- (b) *Deviation in payment schedule*

Tenderers shall state their tender price for the payment of schedule outlined in the special conditions of contract. Tenders will be evaluated on the basis of this base price. Tenderers are, however, permitted to state an alternative payment schedule and indicate the reduction in tender price they wish to offer for such alternative payment schedule. The Procuring entity may consider the alternative payment schedule offered by the selected tenderer.

2.23.4 The tender evaluation committee shall evaluate the tender within 30 days of the validity period from the date of opening the tender.

2.23.5 Preference where allowed in the evaluation of tenders shall not exceed 15%

## **2.24 Contacting the Procuring Entity**

2.24.1 Subject to paragraph 2.21 no tenderer shall contact the Procuring entity on any matter related to its tender, from the time of the tender opening to the time the contract is awarded.

2.24.2 Any effort by a tenderer to influence the Procuring entity in its decisions on tender, evaluation, tender comparison, or contract award may result in the rejection of the Tenderer's tender.

## **2.25 Award of Contract**

### **(a) Post-Qualification**

2.25.1 The Procuring entity will 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.

2.25.2 The determination will take into account the tenderer financial, technical, and production capabilities. It will be based upon an examination of the documentary evidence of the tenderers qualifications submitted by the tenderer, pursuant to paragraph 2.13.1 as well as such other information as the Procuring entity deems necessary and appropriate.

2.25.3 An affirmative determination will be a prerequisite for award of the contract to the tenderer. A negative determination will result in rejection of the Tenderer's tender, in which event the Procuring entity will proceed to the next lowest evaluated tender to make a similar determination of that Tenderer's capabilities to perform satisfactorily.

### **(b) Award Criteria**

2.25.4 The Procuring entity will award the contract to the successful tenderer(s) 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.

2.25.5 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.

### **(c) Procuring Entity's Right to Accept or Reject Any or All Tenders**

2.25.6 The Procuring entity reserves the right to accept or reject any tender, and

to annul the tendering process and reject all tenders at any time prior to contract award, without thereby incurring any liability to the affected tenderer or tenderer of the grounds for the procuring entity's action

2.26.7 The procuring entity may at any time terminate procurement proceedings before contract award and shall not be liable to any person for the termination

2.26.8 The procuring entity shall give prompt notice of the termination to the tenderers and on request give its reasons for termination within 14 days of receiving the request from any tenderer.

2.26.9 A tenderer who gives false information in the tender document about his qualification or who refuses to enter into a contract after notification of contract award shall be considered for debarment from participating in future public procurement.

## **2.27 Notification of Award**

2.27.1 Prior to the expiration of the period of tender validity, the Procuring entity will notify the successful tenderer in writing that its tender has been accepted.

2.27.2 The notification of award will signify the formation of the Contract but will have to wait until the contract is finally signed by both parties. Simultaneous other tenderers shall be notified that their tenders have not been successful.

2.27.3 Upon the successful Tenderer's furnishing of the performance security pursuant to paragraph 2.29, the Procuring entity will simultaneously inform the other tenderers that their tenders have not been successful

## **2.28 Signing of Contract**

2.28.1 At the same time as the Procuring entity notifies the successful tenderer that its tender has been accepted, the procuring entity will simultaneously inform the other tenderers that their tenders have not been successful.

2.28.2 Within fourteen (14) days of receipt of the Contract Form, the successful tenderer shall sign and date the contract and return it to the Procuring entity.

2.28.3 The 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.

## **Performance Security**



2.28.4 Within Thirty (30) days of the receipt of notification of award from the Procuring entity, the successful tenderer shall furnish the performance security in accordance with the Conditions of Contract, in the Performance Security Form provided in the tender documents, or in another form acceptable to the Procuring entity.

2.28.5 Failure of the successful tenderer to comply with the requirements of paragraph 2.28 or paragraph 2.29 shall constitute sufficient grounds for the annulment of the award and forfeiture of the tender security, in which event the Procuring entity may make the award to the next lowest evaluated Candidate or call for new tenders.

## **2.29 Corrupt or Fraudulent Practices**

2.29.1 The procuring entity requires that tenderers observe the highest standard of ethics during the procurement process and execution of contracts. A tenderer shall sign a declaration that he has and will not be involved in corrupt or fraudulent practices.

3.30.2 The Procuring entity will reject a proposal for award if it determines that the tenderer recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question.

3.30.3 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 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 provision 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.

INSTRUCTIONS TO TENDERERS REFERENCE	PARTICULARS OF APPENDIX TO INSTRUCTIONS TO TENDERS
<i>Paragraph 2.1.1</i>	Only Companies licensed by the Insurance Regulatory Authority to transact business in Kenya
<i>Paragraph 2.1.2</i>	Limitation on contract to employees or board members is spouse and children
<i>Paragraph 2.1.4</i>	Bidders will be required to submit declaration statement against corrupt and fraudulent practices
<i>Paragraph 2.3.2</i>	The cost of the tender documents is Kshs. 1,000.00 (Where applicable)
<i>Paragraph 2.7.1</i>	The language of the tender is English
<i>Paragraph 2.10.2</i>	Price shall be net inclusive of all taxes
<i>Paragraph 1.10.3</i>	Prices shall remain fixed and there will be no variation
<i>Paragraph 2.11.1 (b)</i>	Prices shall be quoted in Kenya Shillings
<i>Paragraph 2.14.2</i>	Tender security shall be 2% the tender sum
<i>Paragraph 2.14.4</i>	Tender security shall be denominated in Kenya Shillings and be in the form of a <b>bank guarantee</b> or <b>insurance guarantee</b> from a reputable bank/insurance company
<i>Paragraph 2.15.1</i>	The tender validity period will be <b>120 days</b> from the date of submission of tenders.
<i>Paragraph 2.17.2</i>	Opening date and time of the tenders shall be <b>Thursday 23<sup>rd</sup> March, 2017 at 12.15pm</b>
<i>Paragraph 2.18.1</i>	Submission date and time of the tenders shall be

	<b>Thursday 23<sup>rd</sup> March, 2017 at 12.00pm</b>
<b>Paragraph 2.20.1</b>	<p>Opening venue for the tenders:</p> <p>Kenya Film Commission Boardroom  Location: 2<sup>nd</sup> Floor, Jumuia Place II  Lenana Road  Kilimani Area</p>
<p><b><u>Paragraph 2.24</u></b></p> <p>The evaluation of the tenders will be carried out through the following stages:</p> <p><b><u>Stage 1- Preliminary Evaluation</u></b></p> <p><b>Bidders are required to submit certified copies of the following MANDATORY DOCUMENTS which shall be used during the Preliminary Evaluation to determine responsiveness</b></p> <ol style="list-style-type: none"> <li>1. Certificate of Incorporation/Registration.</li> <li>2. Valid tax compliance certificate from Kenya Revenue Authority</li> <li>3. Title deed or lease agreement for business premises</li> <li>4. Valid license issued by the Insurance Regulatory Authority</li> <li>5. Valid membership certificate of Association of Kenya Insurers (AKI)</li> <li>6. Proof of credit worthiness from the firms bankers</li> <li>7. Audited Accounts for the years 2014, 2015 and 2016 (2016 if ready/available)</li> <li>9. The tenders must remain valid for 120 days from the date of submission of tender.</li> <li>10. A tender security of 2% of the tender sum. The tender security shall be denominated in Kenya Shillings and shall be in form of a bank guarantee, issued by a reputable bank located in Kenya and valid for 150 days.</li> </ol> <p><b>Firms whose bids do not submit any of the above documents shall be disqualified at this stage.</b></p> <p><b><u>Stage 2 – Technical evaluation</u></b></p> <p>This will be done in line with the following broad criteria:</p> <ol style="list-style-type: none"> <li>1. Scope of Cover – <b>30 marks</b></li> <li>2. Premium turnover of at least KES 50 million per year– <b>5 marks</b></li> <li>3. Minimum of five (5) years' experience in providing similar cover – <b>10 Marks</b></li> <li>4. A minimum of five (5) references from reputable clients and their total premiums – <b>10 marks</b></li> <li>5. Provide a simple diagrammatic illustration of the claims process from reporting to payment stage with emphasis on time lines and requirements – <b>20 Marks</b></li> <li>6. Qualifications , competence and experience of key staff managing the policies –</li> </ol>	

**15 marks****7. Quarterly reviews of the Account 10 Marks**

Only firms that score **65%** and above in the technical evaluation will proceed to the final stage of financial evaluation.

**Stage 4 – Financial Evaluation**

Firms that score over 65/100 (65%) in the technical evaluation will proceed to the financial evaluation.

The financial evaluation will include checking any mathematical errors, taxes, currencies and exchange rates, validity of prices etc. The total tender sum shall be provided on the Form of Tender

**Award Criteria**

The bidder who gives the lowest most competitive quote shall be considered for award.

<b>Paragraph 2.24.7</b>	The threshold below which exclusive preference shall be given to citizens of Kenya shall be the sum of fifty million shillings in respect of goods or services at the margin of preference of fifteen (15) per cent of the evaluated price of the tender.
<b>Paragraph 2.26.4</b>	The lowest evaluated tender will be from the firm that has scored at least 65% in the technical evaluation and has the lowest evaluated tender price. The firm must/will be required to demonstrate its qualification to perform the contract as provided by section 2.26.5 of this tender document
<b>Paragraph 2.29.1</b>	Performance security shall be 2% of the total tendered price. The successful firm shall within 30 days of notification of award, furnish the performance security in the form of a bank guarantee.
<b>Paragraph 2.2.4.5</b>	Delivery period shall be one (1) year from the date of the contract, renewable to a maximum of two (2) years subject to satisfactory performance.

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

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### **3.1 Definitions**

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

- (a) "The Contract" means the agreement entered into between the Procuring entity and the tenderer, as recorded in the Contract Form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
- (b) "The Contract Price" means the price payable to the tenderer under the Contract for the full and proper performance of its contractual obligations
- (c) "The Goods" means all of the equipment, machinery, and/or other materials, which the tenderer is required to supply to the Procuring entity under the Contract.
- (d) "The Procuring entity" means the organization purchasing the Goods under this Contract.
- (e) "The Tenderer" means the individual or firm supplying the Goods or providing the services under this Contract.

### **3.2 Application**

3.2.1 These General Conditions shall apply in all Contracts made by the Procuring entity for the procurement of the said services to the extent that they are not superseded by provisions of other part of contract.

### **3.3 Country of Origin**

3.3.1 For purposes of this clause, "Origin" means the place where the Goods were mined, grown or produced.

3.3.2 The origin of Goods and Services is distinct from the nationality of the tenderer and will be treated thus in the evaluation of the tender.

### **3.4 Standards**

3.4.1 The Goods/services supplied/provided under this Contract shall conform to the standards mentioned in the Technical Specifications

### **3.5 Use of Contract Documents and Information**

3.5.1 The Candidate shall not, without the Procuring entity's prior written consent, disclose the Contract, or any provision therefore, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the Procuring entity in connection therewith, to any person

other than a person employed by the tenderer in the performance of the Contract.

3.5.2 The tenderer shall not, without the Procuring entity's prior written consent, make use of any document or information enumerated in paragraph 3.5.1 above

3.5.3 Any document, other than the Contract itself, enumerated in paragraph 3.5.1 shall remain the property of the Procuring entity and shall be returned (all copies) to the Procuring entity on completion of the Tenderer's performance under the Contract if so required by the Procuring entity

### 3.6 **Patent Rights**

3.6.1 The tenderer shall indemnify the Procuring entity against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the Goods or any part thereof in the Procuring entity's country

### 3.7 **Performance Security**

3.7.1 Within thirty (30) days of receipt of the notification of Contract award, the successful tenderer shall furnish to the Procuring entity the performance security where applicable in the amount specified in Special Conditions of Contract.

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

3.7.3 The performance security shall be denominated in the currency of the contract, or in a freely convertible currency acceptable to the procuring entity and shall be in the form of:

- a) Cash
- b) Bank guarantee
- c) Such insurance guarantee approved by the Authority
- d) Letter of credit

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

### **3.8 Inspection and Tests**

- 3.8.1 The Procuring entity or its representative shall have the right to inspect and/or test the equipment to confirm their conformity to the Contract specifications. The Procuring entity shall notify the tenderer in writing in a timely manner, of the identity of any representatives retained for these purposes.
- 3.8.2 The inspections and tests may be conducted in the premises of the tenderer. All reasonable facilities and assistance, including access to drawings and production data, shall be furnished to the inspectors at no charge to the Procuring entity.
- 3.8.3 Should any inspected or tested equipment fail to conform to the Specifications, the Procuring entity may reject the equipment, and the tenderer shall either replace the rejected equipment or make alterations necessary to make specification requirements free of costs to the Procuring entity.
- 3.8.4 The Procuring entity's right to inspect test and where necessary, reject the equipment after the equipment arrival and installation shall in no way be limited or waived by reason of the equipment having previously been inspected, tested and passed by the Procuring entity or its representative prior to the equipment delivery.
- 3.8.5 Nothing in paragraph 3.8 shall in any way release the tenderer from any warranty or other obligations under this Contract.

### **3.9 Packing**

- 3.9.1 The tenderer shall provide such packing and packaging of the equipment as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the Contract.
- 3.9.2 The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the Contract

### **3.10 Delivery and Documents**

- 3.10.1 Delivery of the equipment, documents and installation of the same shall be made by the tenderer in accordance with the terms specified by Procuring entity in its Schedule of Requirements and the Special Conditions of Contract

### **3.11 Insurance**

3.11.1 The equipment supplied under the Contract shall be fully insured against loss or damage incidental to manufacturer or acquisition, transportation, storage, and delivery in the manner specified in the Special conditions of contract.

### **3.12 Payment**

3.12.1 The method and conditions of payment to be made to the tenderer under this Contract shall be specified in Special Conditions of Contract

3.12.2 Payments shall be made promptly by the Procuring entity as specified in the contract

### **3.13 Prices**

3.13.1 Prices charged by the tenderer for services performed under the Contract shall not, with the exception of any price adjustments authorized in Special Conditions of Contract, vary from the prices by the tenderer in its tender.

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

3.13.3 Where contract price variation is allowed, the variation shall not exceed 25% of the original contract price.

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

### **3.14. Assignment**

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

### **3.15. Subcontracts**

3.15.1 The tenderer shall notify the Procuring entity in writing of all subcontracts awarded under this Contract if not already specified in the tender. Such notification, in the original tender or later, shall not relieve the tenderer from any liability or obligation under the Contract

### **3.15. Termination for Default**



- 3.16.1 The Procuring entity may, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the tenderer, terminate this Contract in whole or in part
- (a) if the tenderer fails to deliver any or all of the equipment within the period(s) specified in the Contract, or within any extension thereof granted by the Procuring entity
  - (b) if the tenderer fails to perform any other obligation(s) under the Contract
  - (c) if the tenderer, in the judgment of the Procuring entity has engaged in corrupt or fraudulent practices in competing for or in executing the Contract
- 3.16.2 In the event the Procuring entity terminates the Contract in whole or in part, it may procure, upon such terms and in such manner as it deems appropriate, equipment similar to those undelivered, and the tenderer shall be liable to the Procuring entity for any excess costs for such similar equipment.

### **3.18. Liquidated Damages**

- 3.18.1 If the tenderer fails to deliver and/or install any or all of the items within the period(s) specified in the contract, the procuring entity shall, without prejudice to its other remedies under the contract, deduct from the contract prices liquidated damages sum equivalent to 0.5% of the delivered price of the delayed items up to a maximum deduction of 10% of the delayed goods. After this the tenderer may consider termination of the contract.

### **3.19. Resolution of Disputes**

- 3.19.1 The procuring entity and the tenderer shall make every effort to resolve amicably by direct informal negotiation any disagreement or dispute arising between them under or in connection with the contract
- 3.19.2 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.

### **3.20. Language and Law**

- 3.20.1 The language of the contract and the law governing the contract shall be English language and the Laws of Kenya respectively unless otherwise specified in the SCC

### **3.21. Force Majeure**

3.21.1 The Tenderer 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.

### **3.22 Notices**

3.22.1 Any notice given by one party to the other pursuant to this contract shall be sent to other party by post or by fax or Email and confirmed in writing to the other party's address specified.

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

## SECTION IV - SPECIAL CONDITIONS OF CONTRACT

- 4.1 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.
- 4.2 Special conditions of contract as relates to the GCC

REFERENCE OF GCC	SPECIAL CONDITIONS OF CONTRACT
Paragraph 3.7.1	The value of performance security shall be 2% of the total contract price.
Paragraph 3.7.3	The performance security be denominated in Kenya Shillings and shall be in form of <b>bank guarantee or insurance guarantee</b>
Paragraph 3.12.1, 3.12.2	Payments shall be paid within thirty days from the date of receipt of invoice and after satisfactory service delivery
Paragraph 3.13.1	The prices shall remain fixed
Paragraph 3.13.2, 3.13.3	There shall be no price variations
Paragraph 3.15.1	There shall be no subcontracting in this contract
Paragraph 3.19.2	If both parties have been unable to resolve disputes amicably the provisions of the Arbitration Act of the laws of Kenya shall apply.
Paragraph 3.22.1	<p>The Address of the Client is:</p> <p><b>Chief Executive Officer</b>  <b>Kenya Film Commission</b>  P.O. Box 76417 - 00508, Nairobi  Telephone 2714073/4  Email: <a href="mailto:info@filmingkenya.com">info@filmingkenya.com</a></p> <p>The Address of the Contractor is:....  Managing Director:.....</p>

	P.o Box:..... Fax:..... Email:.....
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## **SECTION V- SCHEDULE OF REQUIREMENTS**

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KENYA FILM COMMISSION wishes to engage an Insurance Company to provide WIBA and public liability cover.

**The Insurance Underwriting Company must meet the following conditions:-**

- 1) Must be registered with the Insurance Regulatory Authority for the current year and a copy of the current license must be submitted.
- 2) Must give for the previous year at least five(5) reputable clients and the total clients' premiums for the insurance
- 3) Must submit a copy of the audited accounts for the previous 3 years.
- 4) Must attach CVs of key management and technical staff.
- 5) Must submit copies of the following documents;
  - Certificate of Registration/Incorporation
  - Valid Tax Compliance Certificate
  - Company Profile
  - Trade Licennse
- 6) Must provide proof of professional membership in relevant Association
- 7) Provide proof of being in similar business for the last five years to date
- 8) Completely filled Confidential Business Questionnaire
- 9) The Bidders must quote for WIBA plus and Public Liability for the bids to be considered complete.
- 10) Complete form of tender and price schedule in the format provided
- 11) Any other information or documents which in your opinion may assist in the objective evaluation of your proposal
- 12) All bids admitted at the preliminary qualification shall be subjected to technical evaluation.

## **TERMS OF REFERENCE (ToRs)**

### **WIBA PLUS COVERAGE FOR THE STAFF MEMBERS OF THE KENYA FILM COMMISSION**

#### **SECTION I. BACKGROUND INFORMATION**

The Kenya Film Commission is a state corporation under the Ministry of Sports, Culture and The Arts. The Commission was established through Legal Notice No.10 of 2005 and mandated to perform the following functions:

- To advise the government and other relevant stakeholders on matters pertaining to development, co-ordination, regulation and promotion of the film industry in Kenya;
- To facilitate the provision of content development, funding and investment for film projects;
- To market Kenya as a centre for excellence in film production;
- To facilitate proper keeping of Film Archives in Kenya;
- To facilitate investment in the development of film industry infrastructure.

#### **DEFINITION OF EMPLOYEE:**

(1) In the WIBA Act, employee means a person who has been employed for wages or a salary under a contract of service and includes an apprentice or indentured learner.

(2) Sub-section (1) applies irrespective of whether the contract is expressed or implied, is oral or in writing, and whether the remuneration is calculated by time or by work done and whether by the day, week, month or any longer period and whether the payment is in cash or recognized legal tender.

(3) The following persons shall not be regarded as employees for purposes of the WIBA Act:-

- (a) A person whose employment is of a casual nature and who is employed otherwise than for the purposes of the employer's trade or business;
- (b) Any person employed outside Kenya save as provided in section 11 of the Act;
- (c) A member of the employer's family dwelling in the employer's house or cartilage thereof and not for the purpose of employment; or
- (d) A member of the Armed Forces as defined in the Armed Forces Act.

#### **OBLIGATIONS OF EMPLOYERS:**

Every employer shall obtain and maintain an insurance policy, with an insurer approved by the Minister in respect of any liability that the employer may incur under this Act to any of his employees.

### **LIFE ASSISTANCE AS DEFINED IN THE WIBA ACT:**

If an injury in respect of which compensation is payable causes disablement of such a nature that the employee is unable to perform the essential functions of life without the constant assistance of another person, the Director shall grant an allowance in addition to any other benefit provided for under the Act, towards the cost of such help as may be required for a specified period, which allowance shall be reviewed from time to time.

**Death** - Meaning loss of life as a result of an accident or occupational disease.

**Permanent Total Disability** - Means inability to engage in any occupation for which the employee is reasonably qualified by education, training or experience as a result of an accident.

**Temporary Total/Partial Disablement** - Means temporary inability to engage in one's occupation.

**Accidental Medical Expense** - Any medical expense incurred as a result of an accident.

**Funeral expenses** - pays an immediate lump sum upon the death, to cater for funeral expenses.

**Artificial Appliances** - Includes but not limited to walking crutches, wheel chairs, arm strings, neck support, back bands and similar items required by injured employee to support life functions.

**Tuition** - Tuition costs while incapacitated.

### **SECTION III: OBJECTIVES OF THE ASSIGNMENT:**

The broad objectives of the WIBA cover are to ensure that:

- The cover is applicable to all employees.
- To provide compensation to employees for work related injuries and diseases contracted in the course of employment and for connected purposes.

### **SCOPE OF WORK FOR WIBA PLUS:**

The insurance provider should provide a cover to a minimum of the following scope listed. Estimate annual earnings for 39 staff members at **Kshs. 35,871,168.00**.

- (i) Indemnity against KFC's legal liabilities to employees for accidental bodily injury, disablement or death and or illness arising out of and in the course of their employment during the period of the policy.
- (ii) In addition provides 24 hour cover duty & pleasure, worldwide

(iii) Events covered;-

- (a) Death
- (b) Permanent Total Disability
- (c) Temporary Total Disability
- (d) Medical Expenses
- (e) Occupational diseases
- (f) Artificial appliances
- (g) Life's Assistance



**SCHEDULE FOR WIBA (WIBA PLUS)**

<b>NAME:</b>	<b>KENYA FILM COMMISSION</b>																			
<b>CLASS OF INSURANCE:</b>	<b>WIBA PLUS/ EMPLOYER LIABILITY</b>																			
<b>POLICY NUMBER:</b>	<b>TO BE ADVISED</b>																			
<b>PERIOD OF INSURANCE:</b>	<b>ONE YEAR</b>																			
<b>SUMMARY OF COVER:</b>	(i) Compensation in respect of accidental death, bodily injury, disease or disablement and medical expenses incurred in connection therewith, arising out of and in the course of employment in accordance with Work Injury Benefits Act of 2007 (ii) In addition provides 24 hour cover duty & pleasure, worldwide																			
<b>DEFINITION OF EARNINGS:</b>	Basic Salary, including Allowances of a constant nature.																			
<b>EVENTS COVERED:</b>	a) Death b) Permanent Total Disability c) Temporary Total Disability d) Medical Expenses e) Funeral Expenses f) Occupational diseases g) Artificial appliances h) Life's Assistance																			
<b>BENEFITS:</b>	<table border="1"> <thead> <tr> <th><b>LIABILITY/COVERAGE</b></th> <th><b>BENEFITS/COMPENSATION PER EMPLOYEE</b></th> </tr> </thead> <tbody> <tr> <td><b>Death</b></td> <td>96 Months' Earnings</td> </tr> <tr> <td><b>Permanent Disability Total</b></td> <td>96 Months' Earnings</td> </tr> <tr> <td><b>Temporary Disability Total</b></td> <td>Weekly earnings for a maximum of 104 weeks.</td> </tr> <tr> <td><b>Medical Expenses</b></td> <td>Kshs.500,000/= Per Person</td> </tr> <tr> <td><b>Funeral Expenses</b></td> <td>Kshs.100,000/=PP</td> </tr> <tr> <td><b>Occupational Diseases</b></td> <td>Maximum Kshs.100,000/=</td> </tr> <tr> <td><b>Artificial appliances</b></td> <td>Kshs. 100,000</td> </tr> <tr> <td><b>Life's Assistance</b></td> <td>Kshs. 1,000,000</td> </tr> </tbody> </table>		<b>LIABILITY/COVERAGE</b>	<b>BENEFITS/COMPENSATION PER EMPLOYEE</b>	<b>Death</b>	96 Months' Earnings	<b>Permanent Disability Total</b>	96 Months' Earnings	<b>Temporary Disability Total</b>	Weekly earnings for a maximum of 104 weeks.	<b>Medical Expenses</b>	Kshs.500,000/= Per Person	<b>Funeral Expenses</b>	Kshs.100,000/=PP	<b>Occupational Diseases</b>	Maximum Kshs.100,000/=	<b>Artificial appliances</b>	Kshs. 100,000	<b>Life's Assistance</b>	Kshs. 1,000,000
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<b>INSURED LIVES:</b>	All employees of the insured including but not limited to permanent, contract, temporary, apprentice or indentured learner and casuals																			
<b>INTEREST/SUM</b>	▪ <b>No. of employees: 39</b>																			

<b>ASSURED</b>	<ul style="list-style-type: none"> <li>▪ <b>Estimated Annual Wage Roll: Ksh 35,871,168</b></li> <li>▪ <b>Total Sum Assured: Ksh 286,969,344</b></li> </ul>																							
<b>ESTIMATED EARNINGS:</b>	<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 60%;">CATEGORY</th> <th style="width: 10%;">No</th> <th style="width: 30%;">ANNUAL SALARIES (KSHS)</th> </tr> </thead> <tbody> <tr> <td>Permanent</td> <td style="text-align: center;">13</td> <td style="text-align: right;">15,999,000</td> </tr> <tr> <td>Contract</td> <td style="text-align: center;">12</td> <td style="text-align: right;">18,565,440</td> </tr> <tr> <td>Temporary</td> <td style="text-align: center;">2</td> <td style="text-align: right;">766,728</td> </tr> <tr> <td>Apprentice or Indentured learner</td> <td style="text-align: center;">10</td> <td style="text-align: right;">300,000</td> </tr> <tr> <td>Casuals</td> <td style="text-align: center;">2</td> <td style="text-align: right;">240,000</td> </tr> <tr> <td><b>TOTAL ANNUAL ESTIMATED WAGES</b></td> <td style="text-align: center;"><b>35,871,168</b></td> <td></td> </tr> </tbody> </table>			CATEGORY	No	ANNUAL SALARIES (KSHS)	Permanent	13	15,999,000	Contract	12	18,565,440	Temporary	2	766,728	Apprentice or Indentured learner	10	300,000	Casuals	2	240,000	<b>TOTAL ANNUAL ESTIMATED WAGES</b>	<b>35,871,168</b>	
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<b>BASIS OF COVER:</b>	Kenya – Occupational Hazards Only.																							
<b>SPECIAL CLAUSES:</b>	<ol style="list-style-type: none"> <li>1. Automatic Additions/Deletions.</li> <li>2. 24 hour cover, duty or pleasure</li> <li>3. Annual declaration of actual earnings and premium adjustment.</li> <li>4. Age Limit – 18 to 70 years. (outside this require medical examination report prior to acceptance)</li> <li>5. Cancellation Notice – 30 Days.</li> <li>6. Disappearance clause – 96 Months' Earnings</li> <li>7. Drugs exclusion not to apply where drugs are administered by a Medical Practitioner.</li> <li>8. Exposure clause</li> <li>9. Motor Cycling up to 500cc.</li> <li>10. Payment on Account.</li> <li>11. Repatriation Expenses.</li> <li>12. Riot, Strike and Civil Commotion.</li> <li>13. Temporary Total Disablement payable in addition to Capital Benefits.</li> <li>14. Trustee's clause.</li> <li>15. Include legal defence costs authorized by the insurers.</li> <li>16. Including ambulance and/or transport expenses to and from scheduled appointments due to accident or occupational sickness</li> <li>17. Including home nursing care (Provided under WIBA)</li> <li>18. Double benefit clause</li> <li>19. Terrorism extension</li> <li>20. Occupational illness</li> <li>21. Hijack clause</li> <li>22. Jurisdiction clause</li> <li>23. Transportation of employees in vehicles owned or hired</li> </ol>																							

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**PERIOD OF PERFORMANCE:**

The period of performance is April 2017 to 31<sup>st</sup> March 2018. We anticipate the contract period will be two years with year two being an option year.

**THE INFORMATION REQUIRED INCLUDES:****A LAST EXPENSE COVER**

- (i) In the event of the death of a Member

**B WIBA PLUS**

- Include death arising from accidents for staff
- Sum assured payable on the death of life assured.
- Accumulation limit and cancellation if a member of staff was to separate/join during the subsistence of the cover
- Tabulate amounts payable for various percentage payable on injury/disablement.
- Provide claims settlement rates under all covers

**C OUT OF STATION**

- Once in a while the Commission staff may be required to perform their duties out of station or travel within the country or overseas to attend to duty. Provision for such cases should be included in the proposal.

**D EXCLUSIONS**

- The Provider should clearly state all exclusions in the proposed covers

**M AGE ELIGIBILITY**

- 18 Years – 70 Years

## SECTION VI - STANDARD FORMS

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*Notes on the Standard Forms:*

### **7.1 Form of Tender**

This form must be completed by the tenderer and submitted with the tender documents. It must also be duly signed by duly authorized representative of the tenderer.

### **7.2 Confidential Business Questionnaire Form**

This form must be completed by the tenderer and submitted with tender documents

### **7.3 Tender Security Form**

The tenderer shall provide the tender security either in the form included therein after or in another format acceptable to the procuring entity.

### **7.4 Contract Form**

The Contract form shall not be completed by the tenderer at the time of submitting the tender at the time of submitting the tender. The contract form shall be completed after contract award.

### **7.5 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 sum provided herein or in another form acceptable to the procuring entity.

### **7.6 Manufacturer's Authorization Form**

This form must be completed and submitted with the tender document where the tenderer is an agent.

### **7.7 Anti-Corruption Declaration Form**

This form must be completed and submitted with the tender document pledging not to engage in corrupt malpractices during and after the tender

**7.1 FORM OF TENDER**

Date \_\_\_\_\_  
Tender No. \_\_\_\_\_

To: \_\_\_\_\_

\_\_\_\_\_  
*[name and address of procuring entity]*

Gentlemen and/or Ladies:

1. Having examined the tender documents including Addenda Nos. .... *[insert numbers]*, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to supply deliver, install and commission ( ..... *(insert equipment description)* in conformity with the said tender documents 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 deliver install and commission the equipment in accordance with the delivery schedule specified in the Schedule of Requirements.

3. If our Tender is accepted, we will obtain the guarantee of a bank in a sum of equivalent to \_\_\_\_\_ percent of the Contract Price for the due performance of the Contract , in the form prescribed by ..... *( Procuring entity)*.

4. 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.

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

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

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 20 \_\_\_\_\_

\_\_\_\_\_  
[signature]

\_\_\_\_\_  
[in the capacity of]

Duly authorized to sign tender for an on behalf of \_\_\_\_\_

**7.2 CONFIDENTIAL BUSINESS QUESTIONNAIRE FORM**

You are requested to give the particulars indicated in Part 1 and either Part 2(a), 2(b) or 2 (c ) whichever applied to your type of business

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

**Part 1 – General:**

Business Name .....

Location of business premises. ....

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

Postal Address ..... Tel No. .... Fax ..... E mail .....

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 .....
	<ul style="list-style-type: none"> <li>• Citizenship details .....</li> <li>• .....</li> </ul>
	Part 2 (b) Partnership
Given details of partners as follows:	
Name	Nationality                      Citizenship Details                      Shares
1. ....	.....
2. ....	.....
3. ....	.....
4. ....	.....
	Part 2 (c ) – Registered Company
Private or Public .....	
State the nominal and issued capital of company-	
Nominal Kshs. ....	
Issued Kshs. ....	
Given details of all directors as follows	
Name	Nationality                      Citizenship Details                      Shares
1.....	.....
2.....	.....
3.....	.....
4.....	.....
5.....	.....
Date .....	
Seal/Signature of Candidate .....	

### 7.3 TENDER SECURITY FORM

Whereas ..... [name of the tenderer]  
 (hereinafter called "the tenderer") has submitted its tender dated ..... [date  
 of submission of tender] for the supply, installation and commissioning of  
 .....[name and/or description of the equipment]  
 (hereinafter called "the Tender") ..... KNOW  
 ALL PEOPLE by these presents that WE ..... of  
 ..... having our registered office at  
 ..... (hereinafter called "the Bank"), are bound unto .....  
 [name of Procuring entity} (hereinafter called "the Procuring entity") in the sum of  
 ..... for which payment well and truly to be made to  
 the said Procuring entity, the Bank binds itself, its successors, and assigns by  
 these presents. Sealed with the Common Seal of the said Bank this \_\_\_\_\_  
 \_\_\_\_\_ day of \_\_\_\_\_ 20 \_\_\_\_\_.

THE CONDITIONS of this obligation are:-

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

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

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 date.

\_\_\_\_\_  
 [signature of the bank]  
 (Amend accordingly if provided by Insurance Company)

**7.4 CONTRACT FORM**

THIS AGREEMENT made the \_\_\_\_\_ day of \_\_\_\_\_ 20 \_\_\_\_\_ between ..... [*name of Procurement entity*] of ..... [*country of Procurement entity*] (hereinafter called “the Procuring entity) of the one part and ..... [*name of tenderer*] of ..... [*city and country of tenderer*] (hereinafter called “the tenderer”) of the other part;

WHEREAS the Procuring entity invited tenders for [description of goods ] and has accepted a tender by the tenderer for the supply of those goods in the sum of ..... [*contract price in words and figures*] (hereinafter called “the Contract Price).

NOW THIS AGREEMENT WITNESSETH 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 Technical Specifications
  - (d) the General Conditions of Contract
  - (e) the Special Conditions of contract; and
  - (f) the Procuring entity’s Notification of Award
3. In consideration of the payments to be made by the Procuring entity to the tenderer as hereinafter mentioned, the tenderer hereby covenants with the Procuring entity to provide the goods and to remedy the defects therein in conformity in all respects with the provisions of this Contract
4. The Procuring entity hereby covenants to pay the tenderer in consideration of the provisions of the goods and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the contract.

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

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

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



**7.5 PERFORMANCE SECURITY FORM**

To .....  
[name of Procuring entity]

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 goods] (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 the 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 figure] 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 or sums within the limits of ..... [amount of guarantee] as aforesaid, without you 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 \_\_\_\_\_

Signed and seal of the Guarantors

\_\_\_\_\_  
[name of bank]

\_\_\_\_\_  
[address]

\_\_\_\_\_  
[date]

*(Amend accordingly if provided by Insurance Company)*

**7.6 ANTI CORRUPTION DECLARATION PLEDGE**

I/We (Name of the firm) declare that I/We recognize that Public Procurement is based on a free and fair competitive tendering process which should not be open to abuse.

I/We.....declare that I/We.....will not offer or facilitate, directly or indirectly, any inducement or reward to any public officer, their relations or business associates, in accordance with the tender No.....for or in the subsequent performance of the contract if I/We am/are successful.

Signed by .....Chief Executive Officer or authorized representative