

# **TENDER DOCUMENT**

**FOR**

**Provision of General Insurance Cover Motor**

**Vehicles & Other Assets**

**Brokerages: OPEN**

**A.C.A. / AT/010/2019-2020**

**National Water Plaza, 3<sup>rd</sup> Floor along Dunga Road,  
Industrial Area  
Nairobi**

CONTENTS

<b>SECTION I - INVITATION FOR TENDERS</b> .....	3
<b>SECTION II - INSTRUCTION TO TENDERERS</b> .....	4
<b>SECTION II - INSTRUCTIONS TO TENDERERS</b> .....	5
<b>SECTION III - GENERAL CONDITIONS OF CONTRACT</b> .....	16

**SECTION I - INVITATION FOR TENDERS**

**Date 06<sup>th</sup>August, 2019**

**TENDER REF. NO. - ACA/AT/010/2019-2020.**

**TENDER NAME: Provision of General Insurance Cover**

- 1.1 The ANTI-COUNTERFEIT AUTHORITY (A.C.A.) invites tenders from eligible candidates for Provision of General Insurance Cover
- 1.2 Interested eligible candidates may obtain a complete set of the tender documents for free from our website:-[www.aca.go.ke](http://www.aca.go.ke); or [supplier.treasury.go.ke](http://supplier.treasury.go.ke) or at a cost of Kshs. 1000/- from our Procurement Office located **at the National Water Plaza, 3<sup>rd</sup> Floor along Dunga Road Industrial Area.**
- 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.
- 1.4 The tenderer shall furnish, as part of this tender, a **tender security/bid bond**
- 1.5 Completed tender documents are to be delivered in the tender box at the National Water Plaza on the 3<sup>rd</sup> floor along Dunga Road industrial Area, clearly marked:- **ACA/AT/010/2019-2020 PROVISION OF GENERAL INSURANCE COVER** so as to reach THE EXECUTIVE DIRECTOR, ANTI-COUNTERFEIT AUTHORITY, NAIROBI, on or before **Tuesday, August 20, 2019 at 10:00AM**
- 1.6 Tenders will be opened immediately thereafter **at 10:00AM**. In the presence of the tenderers or their representatives who choose to attend **in the ACA board room.**

## SECTION II - INSTRUCTION TO TENDERERS

### Table of Clauses

	Page
2.1 Eligible Tenderers.....	5
2.2 Cost of Tendering.....	6
2.3 Contents of Tender document.....	6
2.4 Clarification of Tender document.....	6
2.5 Amendments of Tender document.....	7
2.6 Language of Tenders.....	7
2.7 Documents Comprising the Tender.....	7
2.8 Tender Form.....	7
2.9 Tender Prices.....	7
2.10 Tender Currencies.....	8
2.11 Tenderers Eligibility and Qualifications.....	8
2.12 Tender Security.....	8
2.13 Validity of Tenders.....	9
2.14 Format and Signing of Tenders.....	10
2.15 Sealing and Marking of Tenders.....	10
2.16 Deadline for Submission of Tenders.....	10
2.17 Modification and Withdrawal of Tenders.....	10
2.18 Opening of Tenders.....	10
2.19 Clarification of Tenders.....	11
2.20 Preliminary Examination.....	11
2.21 Conversion to Single Currency.....	12
2.22 Evaluation and Comparison of Tenders.....	12
2.23 Contacting the Procuring Entity.....	12
2.24 Post-Qualification.....	13
2.25 Award Criteria.....	13
2.26 Procuring Entity's Right to Vary Quantities .....	13
2.27 Procuring Entity's Right to Accept or Reject any or all Tenders.....	13
2.28 Notification of Award.....	14
2.29 Signing of Contract.....	14
2.30 Performance Security.....	14
2.31 Corrupt or Fraudulent Practices.....	14

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

### **2.1. Eligible Tenderers**

**2.1.1** This Invitation for Tenders is Open to Insurance Brokerage firms. Tenderers eligible as described in the Appendix to Instructions to Tenderers. Successful tenderer 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** Public Procurement and Asset Disposal ACT No. 33 of 2015 Sec 55. (1) States that:-A person is eligible to bid for a contract in procurement or an asset being disposed, only if the person satisfies the following criteria Eligibility to bid.(a) the person has the legal capacity to enter into a contract for procurement or asset disposal; (b) the person is not insolvent, in receivership, bankrupt or in the process of being wound up;(c) the person, if a member of a regulated profession, has satisfied all the professional requirements; (d) the procuring entity is not precluded from entering into the contract with the person under section 38 of this Act;(e) the person and his or her sub-contractor, if any, is not debarred from participating in procurement proceedings under Part XI of this Act; (f) the person has fulfilled tax obligations;(g) the person has not been convicted of corrupt or fraudulent practices; and (h) is not guilty of any serious violation of fair employment laws and practices.

Sec (2) States that:- A person or consortium shall be considered ineligible to bid, where in case of a corporation, private company, partnership or other body, the person or consortium, their spouse, child or sub-contractor has substantial or controlling interest and is found to be in contravention of the provisions of subsection (1) (e), (f), (g) and (h). Sec (3) states that:-Despite the provisions of subsection (2), a person or other body having a substantial or controlling interest shall be eligible to bid where (a) such person has declared any conflict of interest; and (b) performance and price competition for that good, work or service is not available or can only be sourced from that person or consortium. Sec (4) states that:- A State organ or public entity shall require a person to provide evidence or information to establish that the criteria under subsection (1) are satisfied. Sec (5) states that:- A State organ or public entity shall consider as ineligible a person for submitting false, inaccurate or incomplete information about his or her qualifications.

**2.1.3** Tenderers shall provide the qualification information statement that the tenderer (including all members of a joint venture and subcontractors) is not associated, or have been associated in the past, directly or indirectly, with a firm or any of its affiliates which have been engaged by the Procuring entity to provide consulting services for the preparation of the design, specifications, and other documents to be used for the procurement of the services under this Invitation for tenders.

**2.1.4** Tenderers involved in the corrupt or fraudulent practices or debarred from participating in public procurement shall not be eligible.

### **2.2 Cost of Tendering**

- 2.2.1 The Tenderer shall bear all costs associated with the preparation and submission of its tender, and the procuring entity, will in no case be responsible or liable for those costs. Regardless of the conduct or outcome of the tendering process
- 2.2.2 This tender document shall not be charged when downloaded from the website:- www.aca.go.ke or supplier.treasury.go.ke
- 2.2.3 The procuring entity shall allow the tenderer to review the tender document free of charge from the website:-www.aca.go.ke.

### **2.3 Contents of Tender Document**

2.3.1 The tender documents comprise the documents listed below and addenda issued in accordance with clause 2.5 of these instructions to tenderers.

- (i) Instructions to Tenderers
- (ii) General Conditions of Contract
- (iii) Special Conditions of Contract
- (iv) Schedule of Requirements
- (v) Details of services
- (vi) Form of Tender
- (vii) Price Schedules
- (viii) Contract Form
- (ix) Confidential Business Questionnaire Form
- (x) Tender security Form
- (xi) Performance security Form

2.3.2 The Tenderer is expected to examine all instructions, forms, terms and specification in the tender documents. Failure to furnish all information required by the tender documents or to submit a tender not substantially responsive to the tender documents in every respect will be at the tenderers risk and may result in the rejection of its tender.

### **2.4 Clarification of Tender Documents**

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

2.4.2 The procuring entity shall reply to any clarifications sought by the tenderer within 3 days of receiving the request to enable the tenderer to make timely submission of its tender.

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

### **2.5 Amendment of Tender Documents**

- 2.5.1 At any time prior to the deadline for submission of tenders, the Procuring entity, for any reason, whether at its own initiative or in response to a clarification requested by a prospective tenderer, may modify the tender documents by issuing 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 Procuring entity, at its discretion, may extend the deadline for the submission of tenders.

## **2.6 Language of Tenders**

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

## **2.7 Documents Comprising the Tender**

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

## **2.8 Form of Tender**

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

## **2.9 Tender Prices**

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.

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

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

## **2.10 Tender Currencies**

2.10.1 Prices shall be quoted in Kenya Shillings

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

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

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

## **2.12. Tender Security**

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

2.12.2 The tender security shall not exceed 1 per cent of the tender price if applicable.

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

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

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

2.12.5 Any tender not secured in accordance with paragraph 2.12.1. and 2.12.3 shall be rejected by the Procuring entity as non-responsive, pursuant to paragraph 2.20.5 if applicable

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

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

2.12.8 The tender security may be forfeited:

- (a) if a tenderer withdraws its tender during the period of tender validity.
- (b) in the case of a successful tenderer, if the tenderer fails:



- (i) to sign the contract in accordance with paragraph 2.29 or
  - (ii) to furnish performance security in accordance with paragraph 2.30.
- (c) If the tenderer reject correction of an arithmetic error in the tender.

### **2.13. Validity of Tenders**

- 2.13.1 Tenders shall remain valid for 120 days after date of tender opening pursuant to paragraph 2.18. A tender valid for a shorter period shall be rejected by the Procuring entity as non-responsive.
- 2.13.2 In exceptional circumstances, the Procuring entity may solicit the Tenderer's consent to an extension of the period of validity. The request and the responses thereto shall be made in writing. The tender security provided under paragraph 2.12 shall also be suitably extended. A tenderer granting the request will not be required nor permitted to modify its tender.

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

- 2.14.1 The tenderer shall prepare an original
- 2.14.2 The original and all copies of the tender shall be typed or written in indelible ink and shall be signed by the tenderer or a person or persons duly authorized to bind the tenderer to the contract. All pages of the tender, except for un-amended printed literature, shall be initialed by the person or persons signing the tender.
- 2.14.3 The tender shall have no interlineations, erasures, or overwriting except as necessary to correct errors made by the tenderer, in which case such corrections shall be initialed by the person or persons signing the tender.

### **2.15 Tenders shall be sealed and indicated with the subject line ACA/AT/010/2019-2020 GENERAL INSURANCE COVER MOTOR VEHICLE AND OTHER ASSETS**

- 2.15.1 The tenderer shall seal the original and the copy of the tender in separate envelopes, duly marking the envelopes as "ORIGINAL TENDER" and "COPY OF TENDER". The envelopes shall then be sealed in an outer envelope.
- 2.15.2 The inner and outer envelopes shall:
- (a) Be addressed to the Procuring entity at the address given in the Invitation to Tender.
  - (b) Bear tender number and name in the invitation to tender and the words, "DO NOT OPEN BEFORE
- 2.15.3 The inner envelopes shall also indicate the name and address of the tenderer to enable the tender to be returned unopened in case it is declared "late".
- 2.15.4 If the outer envelope is not sealed and marked as required by paragraph 2.15.2, the Procuring entity will assume no responsibility for the tender's misplacement or premature opening.

## 2.16. **Deadline for Submission of Tenders**

Tenders must be received by the Procuring entity at the address specified under paragraph 2.15.2 not later than Tuesday, 20<sup>th</sup> August 2019 at 10.00 AM.

The Procuring entity may, at its discretion, extend this deadline for the submission of tenders by amending the tender documents in accordance with paragraph 2.5.3 in which case all rights and obligations of the Procuring entity and candidates previously subject to the deadline will thereafter be subject to the deadline as extended.

Bulky tenders shall be delivered to the procurement office on the 3<sup>rd</sup> floor of the National Water Plaza, along Dunga Road with the subject line: - **ACA/AT/010/2019-2020 PROVISION OF GENERAL INSURANCE COVER**

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

- 2.17.1 The tenderer may modify or withdraw its tender after the tender's submission, provided that written notice of the modification, including substitution or withdrawal of the tenders, is received by the Procuring entity prior to the deadline prescribed for submission of tenders.
- 2.17.2 The tenderer's modification or withdrawal notice shall be prepared, sealed, marked and dispatched in accordance with the provisions of paragraph 2.15. A withdrawal notice may also be sent by fax or email but followed by a signed confirmation copy, postmarked not later than the deadline for submission of tenders.
- 2.17.3 No tender may be modified after the deadline for submission of tenders.
- 2.17.4 No tender may be withdrawn in the interval between the deadline for submission of tenders and the expiration of the period of tender validity. Withdrawal of a tender during this interval may result in the Tenderer's forfeiture of its tender security, pursuant to paragraph 2.12.7.

## 2.18. **Opening of Tenders**

- 2.18.1 The Procuring entity will open all tenders in the presence of tenderers' representatives who choose to attend, at **10.00 a.m.** and in the location specified in the invitation for tenders. The tenderers' representatives who are present shall sign a register evidencing their attendance.
- 2.18.2 The tenderers' names, tender modifications or withdrawals, tender prices, discounts, and the presence or absence of requisite tender security and such other details as the Procuring entity, at its discretion, may consider appropriate, will be announced at the opening.
- 2.18.3 The Procuring entity will prepare minutes of the tender opening, which will be submitted to tenderers that signed the tender opening register and will have made the request.

## **2.19 Clarification of Tenders**

- 2.19.1 To assist in the examination, evaluation and comparison of tenders the Procuring entity may, at its discretion, ask the tenderer for a clarification of its tender. The request for clarification and the response shall be in writing through emails, and no change in the prices or substance of the tender shall be sought, offered, or permitted.
- 2.19.2 Any effort by the tenderer to influence the Procuring entity in the Procuring entity's tender evaluation, tender comparison or contract award decisions may result in the rejection of the tenderers' tender.

## **2.20 Preliminary Examination and Responsiveness**

- 2.20.1 The Procuring entity will examine the tenders to determine whether they are complete, whether any computational errors have been made, whether required sureties have been furnished, whether the documents have been properly signed, and whether the tenders are generally in order.
- 2.20.2 Arithmetical errors will be rectified on the following basis. If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail, and the total price shall be corrected. If the candidate does not accept the correction of the errors, its tender will be rejected, and its tender security forfeited. If there is a discrepancy between words and figures, the amount in words will prevail
- 2.20.3 The Procuring entity may waive any minor informality or non-conformity or irregularity in a tender which does not constitute a material deviation provided such waiver does not prejudice or affect the relative ranking of any tenderer.
- 2.20.4 Prior to the detailed evaluation, pursuant to paragraph 2.20, the Procuring entity will determine the substantial responsiveness of each tender to the tender documents. For purposes of these paragraphs, a substantially responsive tender is one which conforms to all the terms and conditions of the tender documents without material deviations the Procuring entity's determination of a tender's responsiveness is to be based on the contents of the tender itself without recourse to extrinsic evidence.
- 2.20.5 If a tender is not substantially responsive, it will be rejected by the procuring entity and may not subsequently be made responsive by the tenderer by correction of the nonconformity.

## **2.21. Conversion to single currency**

- 2.21.1 Where other currencies are used, the Procuring entity will convert those currencies to Kenya Shillings using the selling exchange rate on the date of tender closing provided by the Central Bank of Kenya.

## **2.22. Evaluation and Comparison of Tenders**

2.22.1 The Procuring entity will evaluate and compare the tenders which have been determined to be substantially responsive, pursuant to paragraph 2.20

2.22.2 The Procuring entity's evaluation of a tender will take into account, in addition to the tender price, the following factors, in the manner and to the extent indicated in paragraph 2.22.3.

(a) Operational plan proposed in the tender;

(b) Deviations in payment schedule from that specified in the Special Conditions of Contract

2.22.3 Pursuant to paragraph 2.22.2., the following evaluation methods will be applied.

(a) Operational Plan

(i) The Procuring entity requires that the services under the Invitation for Tenders shall be performed at the time specified in the Schedule of Requirements. Tenders offering to perform longer than the procuring entity have required delivery time will be treated as non-responsive and rejected.

(b) Deviation in payment schedule

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

2.22.4 The tender evaluation committee shall evaluate the tender within 15 days from the date of opening the tender.

## **2.23. Contacting the Procuring entity**

2.23.1 Subject to paragraph 2.19 no tenderer shall contact the Procuring entity on any matter relating to its tender, from the time of the tender opening to the time the contract is awarded.

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

## **2.24 Post-qualification**

- 2.24.1 The Procuring entity will verify and determine to its satisfaction whether the tenderer that is selected as having submitted the lowest evaluated responsive tender is qualified to perform the contract satisfactorily.
- 2.24.2 The determination will take into account the tenderer financial and technical capabilities. It will be based upon an examination of the documentary evidence of the tenderers qualifications submitted by the tenderer, pursuant to paragraph 2.11.2, as well as such other information as the Procuring entity deems necessary and appropriate
- 2.24.3 An affirmative determination will be a prerequisite for award of the contract to the tenderer. A negative determination will result in rejection of the Tenderer's tender, in which event the Procuring entity will proceed to the next lowest evaluated tender to make a similar determination of that Tenderer's capabilities to perform satisfactorily.

## **2.25 Award Criteria**

- 2.25.1 Subject to paragraph 2.29 the Procuring entity will award the contract to the successful tenderer whose tender has been determined to be substantially responsive and has been determined to be the lowest evaluated tender, provided further that the tenderer is determined to be qualified to perform the contract satisfactorily.
- 2.25.2 To qualify for contract awards, the tenderer shall have the following:-
- (a) Necessary qualifications, capability experience, services, equipment and facilities to provide what is being procured.
  - (b) Legal capacity to enter into a contract for procurement
  - (c) Shall not be insolvent, in receivership, bankrupt or in the process of being wound up and is not the subject of legal proceedings relating to the foregoing.
  - (d) Shall not be debarred from participating in public procurement.

## **2.26. Procuring entity's Right to accept or Reject any or all Tenders**

- 2.26.1 The Procuring entity reserves the right to accept or reject any tender, and to annul the tendering process and reject all tenders at any time prior to contract award, without thereby incurring any liability to the affected tenderer or tenderers or any obligation to inform the affected tenderer or tenderers of the grounds for the Procuring entity's action. If the Procuring entity determines that none of the tenders is responsive, the Procuring entity shall notify each tenderer who submitted a tender.
- 2.26.2 The procuring entity shall give prompt notice of the termination to the tenderers and on request give its reasons for termination within 14 days of receiving the request from any tenderer.
- 2.26.3 A tenderer who gives false information in the tender document about his qualification or who refuses to enter into a contract after notification of contract award shall be considered for debarment from participating in future public procurement.

## **2.27 Notification of Award**

- 2.27.1 Prior to the expiration of the period of tender validity, the Procuring entity will notify the successful tenderer in writing/email that its tender has been accepted.
- 2.27.2 The notification of award will signify the formation of the contract subject to the signing of the contract between the tenderer and the procuring entity pursuant to clause 2.9. Simultaneously the other tenderers shall be notified that their tenders were not successful.
- 2.27.3 Upon the successful Tenderer's furnishing of the performance security where applicable pursuant to paragraph 2.29 the Procuring entity will promptly notify each unsuccessful Tenderer and will discharge its tender security, pursuant to paragraph 2.12

## **2.28 Signing of Contract**

- 2.28.1 At the same time as the Procuring entity notifies the successful tenderer that its tender has been accepted, the Procuring entity will simultaneously inform the other tenderers that their tenders have not been successful.
- 2.28.2 The successful tenderer shall sign and date the contract with the Procuring entity.
- 2.28.3 The contract will be definitive upon its signature by the two parties.
- 2.28.4 The parties to the contract shall have it signed immediately the notification of contract award is issued.

## **2.29 Performance Security**

- 2.29.1 The successful tenderer shall furnish the performance security in accordance with the Conditions of Contract, in a form acceptable to the Procuring entity.
- 2.29.2 Failure by the successful tenderer to comply with the requirement of paragraph 2.29 or paragraph 2.30.1 shall constitute sufficient grounds for the annulment of the award and forfeiture of the tender security, in which event the Procuring entity may make the award to the next lowest evaluated tender or call for new tenders.

## **2.30 Corrupt or Fraudulent Practices**

- 2.30.1 The Procuring entity requires that tenderers observe the highest standard of ethics during the procurement process and execution of contracts. A tenderer shall sign a declaration that he has not and will not be involved in corrupt or fraudulent practices.
- 2.30.2 The Procuring entity will reject a proposal for award if it determines that the tenderer recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question
- 2.30.3 Further a tenderer who is found to have indulged in corrupt or fraudulent practices risks being debarred from participating in public Procurement in Kenya.



### SECTION III - GENERAL CONDITIONS OF CONTRACT

#### Table of Clauses

	Page
3.1 Definitions.....	16
3.2 Application.....	16
3.3 Standards.....	16
3.4 Use of Contract Documents and Information.....	16
3.5 Patent Rights.....	17
3.6 Performance Security.....	17
3.7 Delivery of Services and Documents.....	17
3.8 Payment.....	17
3.9 Prices.....	18
3.10 Assignment.....	18
3.11 Termination for Default.....	18
3.12 Termination for Insolvency.....	18
3.13 Termination for Convenience.....	19
3.14 Resolution of Disputes.....	19
3.15 Governing Language.....	19
3.16 Applicable law.....	19
3.17 Force Majeure.....	19
3.18 Notices.....	19



### **3.1. Definitions**

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

- (a) “The Contract” means the agreement entered into between the Procuring entity and the tenderer, as recorded in the Contract Form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
- (b) “The Contract Price” means the price payable to the tenderer under the Contract for the full and proper performance of its contractual obligations
- (c) “The Services” means services to be provided by the tenderer including any documents, which the tenderer is required to provide to the Procuring entity under the Contract.
- (d) “The Procuring entity” means the organization procuring the services under this Contract
- (e) “The Contractor” means the organization or firm providing the services under this Contract.
- (f) “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 Procuring entity’s prior written consent, disclose the Contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the Procuring entity in connection therewith, to

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

3.4.2 The Contractor shall not, without the Procuring entity's prior written consent, make use of any document or information enumerated in paragraph 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 Procuring entity and shall be returned (all copies) to the Procuring entity on completion of the contract's or performance under the Contract if so required by the Procuring entity.

### **3.5. Patent Rights**

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

### **3.6 Performance Security**

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

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

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

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

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

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

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

### **3.8. Payment**

- 3.81. 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 Procuring entity, but in no case later than sixty (60) days after submission of an invoice or claim by the contractor

### **3.9. Prices**

- 3.9.1 Prices charged by the contractor for Services performed under the Contract shall not, with the exception of any price adjustments authorized in SCC vary from the prices quoted by the tenderer in its tender or in the procuring entity's request for tender validity extension the case may be. No variation in or modification to the terms of the contract shall be made except by written amendments signed by the parties.
- 3.9.2 Contract price variations shall not be allowed for contracts not exceeding one year (12 months)
- 3.9.3 Where contract price variation is allowed the variation shall not exceed 10% of the original contract price
- 3.9.4 Price variation requests shall be processed by the procuring entity within 30 days of receiving the request.

### **3.10. Assignment**

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

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

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

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

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

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

3.13.1 The Procuring entity by written notice sent to the contractor may terminate the contract in whole or in part, at any time for its convenience. The notice of termination shall specify that the termination is for the procuring entities convenience, the extent to which performance of the contractor of the contract is terminated and the date on which such termination becomes effective.

3.13.2 For the remaining part of the contract after termination the procuring entity may elect to cancel the services and pay to the contractor an agreed amount for partially completed services.

### **3.14 Resolution of Disputes**

3.14.1 The procuring entity and the contractor shall make every effort to resolve amicably by direct informal negotiations and disagreement or disputes arising between them under or in connection with the contract

3.14.2 If after thirty (30) days from the commencement of such informal negotiations both parties have been unable to resolve amicably a contract dispute either party may require that the dispute be referred for resolution to the formal mechanisms specified in the SCC.

### **3.15. Governing Language**

3.15.1. The contract shall be written in the English language. All correspondence and other documents pertaining to the contract, which are exchanged by the parties, shall be written in the same language.

### **3.16. Applicable Law**

3.16.1 The contract shall be interpreted in accordance with the laws of Kenya unless otherwise expressly specified in the SCC.

### **3.17 Force Majeure**

3.17.1 The Contractor shall not be liable for forfeiture of its performance security, or termination for default if and to the extent that it's delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.

### 3.18 Notices

- 3.18.1 Any notices given by one party to the other pursuant to this contract shall be sent to the other party by post or by Fax or Email and confirmed in writing to the other party's address specified in the SCC.
- 3.18.2 A notice shall be effective when delivered or on the notices effective date, whichever is later.

### Appendix to Instructions to Tenderers

The following information for the procurement of Cleaning and Fumigation services shall complement, supplement, or amend, the provisions on the instructions to tenderers. Wherever there is a conflict between the provisions of the instructions to tenderers and the provisions of the appendix, the provisions of the appendix herein shall prevail over those of the instructions to tenderers.

<b>Instruction to tender reference</b>	<b>Particulars of Appendix to instructions to tenderers</b>
2.1	Indicate eligible tenderers: <b>Open (Brokerage firms)</b>
2.1.3.	Qualification Information statement: <b>This shall not be required</b>
2.2.2.	No fee to be charged for tender documents downloaded. (Kshs. 1,000/= charge for hard copies collected from office)
2.11	Particulars of eligibility and qualifications documents of evidence required. <b>Copies of:-</b>  i) <b>Certificate of Registration/incorporation</b> ii) <b>Certificate of valid tax compliance</b> iii) <b>Current approved authorization, registration, licences and statutory requirements where applicable.</b> iv) <b>Current Business License</b> v) <b>Properly filled Confidential Business Questionnaire</b>
2.12.1	Particulars of tender security:-If Applicable. <b>2.0% of the bid amount valid for a period of 120 days from the date of submission of the tender document.</b>
2.12.4	Form of Tender Security. If Applicable <b>The Tender Security shall be in the form of Bank Guarantee from a reputable bank or a Guarantee from an Insurance Company approved by the Public Procurement Regulatory Authority (PPRA).</b>
2.13	Validity of Tenders: <b>Tenders shall remain valid for 120 days after date of Tender Opening</b>
2.15.2.(b)	State day, date and time of tender closing: <b>Tuesday , August 20, 2019 at 10:00AM</b>
2.16.1	<b>1.7</b> Deadline for submission of Tenders – <b>Tuesday , August 20, 2019 at 10:00AM</b>

2.16.2	All Documents shall be delivered to the tender box on the 3 <sup>rd</sup> Floor Reception
2.16.3	Opening of Tenders:  <b>1.8 Tuesday , August 20, 2019 at 10:00AM</b>
	<p><b>Evaluation and Comparison of Tenders:</b> The proposals will be evaluated in three stages as follows:</p> <p><b><u>A) Stage One Mandatory Requirements:</u></b></p> <ol style="list-style-type: none"> <li>1. Must submit copies of the following documents: <ul style="list-style-type: none"> <li>• Certificate of Registration or Incorporation.</li> <li>• Valid Tax Compliance Certificate.</li> <li>• Current Business license</li> <li>• Current approved authorization, registration, licences and statutory requirements where applicable.</li> </ul> </li> <li>2. Completely Fill the Confidential Business Questionnaire, the form of tender and price schedule in the formats provided</li> </ol> <p><b>N/B: ALL THE ABOVE MUST BE MET TO QUALIFY FOR THE 2<sup>ND</sup> STAGE</b></p>

**2<sup>ND</sup> Stage: Technical evaluation criteria will be as follows:-**

CRITERIA FOR EVALUATION	METHOD OF EVALUATION	MAXIMUM POINTS	% SCORE
		BROKER	
Firm experience as shown by number of years in insurance business.	1 points for every year's experience, maximum 7 years	7	
Professional qualifications and experience of the Principal Officer	ACII / AIIK	5	
	Relevant degree	3	
	Relevant experience –0.5 point for every year's experience after qualification.	5	
Professional qualifications and experience of five other technical personnel	ACII / AIIK	5 (1 each)	
	Relevant degree	5 (1 each)	
	Relevant experience – 0.20 point for every year's experience after qualification.	5 ( 1 each)	

Gross premium turnover of broker	Average premium turnover for the last two years - 4 points for the last two years - 4 points for every Kshs. 10 million handled.	20	
Professional indemnity cover	Ksh.10 million Above Kshs.10 million	5 +5	
Claims administration	Based on client reference form -ACA 3	10	
Responsiveness of A.C.A's requirement as per the scope of the cover	Based on the benefits, terms and conditions against interest and Sum insured.	10	
Firm's regulatory compliance	Registration certificate from I.R.A. Current licence from I.R.A. Tax compliance certificate From - KRA Audited accounts for the last 2 years Membership of A.I.B.  <b>TOTAL</b>	3 3 3 3  <b>100%</b>	

## 2.7 Documents Comprising the Tender

While preparing the tender proposals, bidders must give particular attention to the following requirements:-

- a) Copy of certificate of Incorporation as a company issued by the Registrar of Companies or for a firm, the registrar of societies.
- b) Copy of certificate of Registration and license as broker for the current period (2019) issued by the Commissioner of Insurance.
- c) The brokers are expected to have taken out a Professional Indemnity Insurance Cover and evidence of the cover shall be submitted in form of Policy Schedule of the cover taken out for the current period. The indemnity limit must be Kshs. 10 Million or more.
- d) The brokers shall be required to submit a certified copy of Current Membership Certificate of Association of Insurance Brokers of Kenya (AIBK)
- e) The Bidder shall submit certified copies of audited financial statements for the last two years. The bidder must also submit documentary evidence of the total gross premium turnover for the last two years. ACA reserves the right to verify this information with the clients.
- f) Details of professional qualifications for principal officer and at least three other senior officers in the prescribed format FORM ACA 1 must be submitted. It is a requirement that the officers whose details are submitted should be permanent employees of the broker. The bidders must provide evidence of the qualifications attained by the respective officers so as to earn points as indicated in the Technical Criteria.

- g) Bidders must submit the duly completed Client Reference Forms – FORM ACA 3 from five (5) corporate clients. The insurance portfolio handled for each of the clients must be more than two million shillings (Kshs. 2,000,000.00).
- h) The Broker shall be required to submit a Panel of proposed underwriters who meet the eligibility requirements. The list of the proposed panel of underwriters shall be submitted along with copies of FORM ACA 2 in respect of each proposed underwriter.
- i) The current Tax Compliance certificate from the Kenya Revenue Authority must be submitted by the bidder.
- j) Any additional information requested in the tender document.

**C) Stage Three: Financial Evaluation**

- The formulae for determining the Financial Score (Sf) shall, unless an alternative formulae is indicated in the Appendix “ITC”, be as follows:-  
 $Sf = 100 \times FM/F$  where Sf is the financial score; Fm is the lowest priced financial proposal and F is the price of the proposal under consideration. Proposals will be ranked according to their combined technical (St) and financial (Sf) scores using the weights (T=the weight given to the Technical Proposal; P = the weight given to the Financial Proposal; T + p = I) indicated in the Appendix. The combined technical and financial score, S, is calculated as follows: -  $S = St \times T \% + Sf \times P \%$ . **The firm achieving the highest combined technical and financial score will be invited for negotiations.**

- The commercial evaluation and final ranking of the bids will take into consideration the scope of the cover in relation to the premium, the Policy Excess amounts, exclusion clauses, and other pertinent terms and conditions of tender.
- The evaluation committee will determine whether the financial proposals are complete. The cost of items not priced shall be assumed to be included in other costs in the proposal. In all cases, the total price of the financial proposal as submitted shall prevail.

**SPECIAL CONDITIONS OF CONTRACT**

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

Reference of general conditions of contract	Special condition of contract
4.13 Performance security	Applicable
4.14 Delivery of Services	For a Contract period of <b>12 months</b> with an option of renewal subject to Satisfactory Performance
4.15 Payment	After signing of the Contract & Receipt of Debit Notes
4.16 Price adjustment	No Price adjustments allowed.



4.17 Applicable law	Laws of Kenya
4.18 Notices	Procuring Entity Executive director, Anti-counterfeit Authority. P. O. Box 47771-00100 NAIROBI
<b>Others as necessary</b>	

## SECTION IV: TECHNICAL SPECIFICATION

### SCHEDULE OF REQUIREMENTS

<b>CLASS OF INSURANCE</b>	<b>FIRE</b>
PERIOD	7 <sup>TH</sup> NOVEMBER 2019 TO 6 <sup>TH</sup> NOVEMBER 2020
COVER	Loss or damage to property insured resulting from fire, lightning, bush fire, full earthquake, riot and strike, malicious damage and all special perils.
INTEREST AND SUM INSURED	On office furniture, fixtures and fittings, machines, furniture, Go downs, title deeds and other instruments of security held in the office valued at <b><u>Kshs.26,030,752.00</u></b> - as per the schedule of the items provided and office consumables valued at <b><u>Kshs.1,000,000.00</u></b> .
CLAUSES FORMING PART OF THE POLICY	<ul style="list-style-type: none"> <li>• All other contents clause – Kshs.100,000/= per item</li> <li>• Automatic stock increase clauses – 20%</li> <li>• Breach of warranties clauses</li> <li>• Computer records clause</li> <li>• Damages by own vehicles</li> <li>• Designation of property clause</li> <li>• Debris removals clause limit Kshs.50,000/=</li> <li>• Definition of building clause</li> <li>• Including goods in the open in insured’s premises</li> <li>• Petrol and mineral oil warranty</li> <li>• Special condition of average 85%</li> <li>• Mis-description clause</li> <li>• Public utilities clause</li> <li>• Spontaneous combustion</li> <li>• Reinstatement of loss clause</li> <li>• Including temporary removal of contents – internal/external</li> <li>• Including riots and strike</li> <li>• Locked car boot clause</li> <li>• Pairs and sets clause</li> <li>• Replacement value</li> <li>• No single article limit</li> </ul>

PREMIUM	
TRAINING LEVY	
STAMP DUTY	
PCF	
TOTAL PREMIUM	
UNDERWRITER	

2.

<b>CLASS OF INSURANCE</b>	<b>BURGLARY</b>
PERIOD	6TH NOVEMBER 2017 TO 5TH NOVEMBER 2018
COVER	Loss or damage to property insured resulting from forcible and violent entry or exit from the premises or any attempt there-at.
INTEREST AND SUM INSURED	On office furniture, fixtures and fittings, machines, furniture, Go downs, title deeds and other instruments of security held in the office valued at <b><u>Kshs. 26,030,752.00</u></b> as per the schedule of <u>the items provided</u> and office consumables valued at <b><u>Kshs.1,000,000.00.</u></b>
CLAUSES FORMING PART OF THE POLICY	<ul style="list-style-type: none"> <li>• All other contents clause – Kshs.100,000/= per item</li> <li>• Automatic stock increase clauses – 20%</li> <li>• Automatic reinstatement of loss clause</li> <li>• Damages to building and plant clause</li> <li>• Designation of property clause</li> <li>• Special condition of average 85%</li> <li>• Excluding use of duplicate/skeleton keys</li> <li>• Including riot and strike</li> <li>• Including goods in the open in the insured’s premises</li> <li>• Including internal/external removal</li> <li>• Including hold or threat assault.</li> <li>• Including riots and strike</li> <li>• watchman’s warranty</li> <li>• Pairs and sets clause</li> <li>• Replacement value</li> <li>• No single article limit</li> <li>• Including goods held on trust.</li> <li>• Excluding cash, currency notes and cheque.</li> <li>• Including the average clause.</li> </ul>
EXCESS	Own damage - of value minimum-----maximum ----- Theft claim - of value minimum -----maximum----- -
PREMIUM	
TRAINING LEVY	
STAMP DUTY	
PCF	
TOTAL PREMIUM	
UNDERWRITER	

## 3.

<b>CLASS OF INSURANCE</b>	<b>ELECTRONICS</b>
<b>PERIOD</b>	6TH NOVEMBER 2017 TO 5TH NOVEMBER 2018
<b>COVER</b>	All loss or damage to property insured including their accessories resulting from direct/indirect electricity malfunction and / or mishandle and all special perils.
<b>INTEREST AND SUM INSURED</b>	On all office equipment, fixtures, fittings and machines and their accessories that use Electricity – as per the schedule provided valued at <b>Kshs. 8,952,971.00</b>
<b>CLAUSES FORMING PART OF THE POLICY</b>	<ul style="list-style-type: none"> <li>• All other contents clause – Kshs.60,000/= per item</li> <li>• Automatic stock increase clauses – 20%</li> <li>• Breach of warranties clauses</li> <li>• Computer records clause</li> <li>• Damages by own vehicles</li> <li>• Designation of property clause</li> <li>• Debris removals clause limit Kshs.50,000/=</li> <li>• Definition of building clause</li> <li>• Including goods in the open in insured's premises</li> <li>• Petrol and mineral oil warranty</li> <li>• Special condition of average 85%</li> <li>• Mis-description clause</li> <li>• Public utilities clause</li> <li>• Spontaneous combustion</li> <li>• Reinstatement of loss clause</li> <li>• Including temporary removal of contents – internal/external</li> <li>• Including riots and strike</li> <li>• Pairs and sets clause</li> <li>• Replacement value</li> <li>• No single article limit</li> </ul>
<b>PREMIUM</b>	
<b>TRAINING LEVY</b>	
<b>STAMP DUTY</b>	
<b>PCF</b>	
<b>TOTAL PREMIUM</b>	
<b>UNDERWRITER</b>	

3. MOTOR PRIVATE / COMMERCIAL INSURANCE POLICY SCHEDULE  
2017/2018

The cover should be comprehensive, 3rd party including fire and theft with a cover for excess. Benefit values for 3<sup>rd</sup> party property damage, death and injury of the 3<sup>rd</sup> party or any one passenger, series of claims arising out of event, towing charges, authorized repairs and medical expenses should be clearly stipulated.

N O.	MAKE	QT Y	YR.OF MAN.	SUM INSURED (KSHS)	REGISTRATI ON NUMBER	WIND SCRE EN (KSHS )	RADIO CASSET TEE (KSHS)
1	NISSAN XTRAIL	1	2010	1,761,757.00	KBL 577 G	25,000	20,000
2	NISSAN PATHFINDER	1	2010	1,997,054.00	KBL 622 G	40,000	-
3	CHERRY TIGGO	1	2010	982,719.00	KBL 637 G	20,000	-
4	NISSAN URVAN MATATU	1	2010	1,249,641.00	KBL 621 G	20,000	20,000
5	TOYOTA HILUX(D/C)	1	2010	1,511,213.00	KBL 378 G	25,000	20,000
6	TOYOTA HILUX(D/C)	1	2010	1,391,513.00	KBL 379 G	25,000	20,000
7.	TOYOTA PRADO	1	2012	5,129,083.00	KBT 205U	40,000	
8.	TOYOTA HILUX (D/C)	1	2012	1,881,648.00	KBT 422N	30,000	20,000
9.	TOYOTA COROLLA	1	2013	2,710,000.00	KBW 707V	30,000	-
10.	TOYOTA HIACE KDH 212	1	2013	5,630,000.00	KBW 708V	25,000	-
11.	Isuzu DMAX D/C	1	2015	4,250,000.00	KCE 422 D	25,000	20,000
12.	Isuzu DMAX D/C	1	2015	4,250,000.00	KCE 423 D	25,000	20,000
13.	Isuzu DMAX D/C	1	2015	4,250,000.00	KCE 424 D	25,000	20,000
14.	TOYOTA HILUX(D/C)	1	2015	4,600,000.00	KCE 490D	25,000	20,000
15.	TOYOTA PROBOX	1	2008	600,000.00	KBS 588U	25,000	
16	Isuzu DMAX D/C	1	2017	4,815,000	KCP 143K	25,000	20,000
17	Isuzu DMAX D/C	1	2018	5,200,000	KCP 520K	25,000	20,000
18	Isuzu DMAX D/C	1	2018	5,200,000	KCP 522K	25,000	20,000
19	Isuzu DMAX D/C	1	2018	5,200,000	KCP 523K	25,000	20,000
20	Toyota Fortuner	1	2018	8,147,000	KCP 635K	25,000	20,000
<p>Own damage - of value minimum-----maximum -----  Theft claim - of value minimum -----maximum-----  WITH EXCESS PROTECTOR kshs..... WITHOUT EXCESS  PROTECTOR.....</p>							

SPECIAL CLAUSES;

☒ Riot, strike & civil commotion.

- ☒ Special perils.
- ☒ Cover whilst in hands of a motor trader.
- ☒ Legal liability of passengers for acts of negligence.
- ☒ Unobtainable parts.
- ☒ Anti-theft device.
- ☒ Average clause.
- ☒ Reinstatement of wind screen cover.
- ☒ Death to insured or any other person while driving.

5.

<b>CLASS OF INSURANCE</b>	<b>ALL RISKS</b>
PERIOD	6 <sup>TH</sup> NOVEMBER 2018 TO 5 <sup>TH</sup> NOVEMBER 2019
COVER	Indemnity against loss or damage to the specified property as a result of any cause not specifically excluded in the policy.
INTEREST AND SUM INSURED	On all mobile Blackberry phones, Samsung Galaxy phones, Samsung Note Tablet and Apple I pads as per the schedule provided valued at <b>Kshs. 1,000,000.00</b>
CLAUSES FORMING PART OF THE POLICY	<ul style="list-style-type: none"> <li>• Automatic Additions/ deletion clauses</li> <li>• Automatic Reinstatement of loss clause</li> <li>• Reinstatement value clause</li> <li>• Riot, Strike and Civil Commotion</li> <li>• Pair and set clause</li> <li>• 30 days cancellation notice</li> <li>• Locked car clause</li> <li>• Proposal form waiver</li> <li>• Transit risks extension</li> <li>• Replacement value upto 2 years</li> </ul>
PREMIUM	
TRAINING LEVY	
STAMP DUTY	
PCF	
TOTAL PREMIUM	
UNDERWRITER	

6.

<b>CLASS OF INSURANCE</b>	<b>Goods Held In Trust and Goods held in Transit</b>
PERIOD	6 <sup>TH</sup> NOVEMBER 2018 to 5 <sup>TH</sup> NOVEMBER 2019
COVER	Loss or damage to property insured resulting from forcible and violent entry or exit from the premises or any attempt there-at. Loss or damage to property insured resulting from fire, lightning, bush fire, full earthquake, riot and strike, malicious damage and all special perils.
INTEREST AND SUM INSURED	On Goods, held in the Go downs valued at <b><u>Kshs.20,000,000</u></b> and/ or subject to declaration
CLAUSES FORMING PART	<ul style="list-style-type: none"> <li>• All other contents clause – Kshs.100,000/= per item</li> </ul>

OF THE POLICY	<ul style="list-style-type: none"> <li>• Automatic stock increase clauses – 20%</li> <li>• Automatic reinstatement of loss clause</li> <li>• Damages to building and plant clause</li> <li>• Designation of property clause</li> <li>• Special condition of average 85%</li> <li>• Excluding use of duplicate/skeleton keys</li> <li>• Including riot and strike</li> <li>• Including goods in the open in the insured's premises</li> <li>• Including internal/external removal</li> <li>• Including hold or threat assault.</li> <li>• Including riots and strike</li> <li>• watchman's warranty</li> <li>• Pairs and sets clause</li> <li>• Replacement value</li> <li>• No single article limit</li> <li>• Including goods held on trust.</li> <li>• Excluding cash, currency notes and cheque.</li> <li>• Including the average clause.</li> </ul>
EXCESS	Own damage - of value minimum-----maximum ----- Theft claim - of value minimum -----maximum----- -
PREMIUM	
TRAINING LEVY	
STAMP DUTY	
PCF	
TOTAL PREMIUM	
UNDERWRITER	

## 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 procuring entity.

Form of Tender

To: Name and address of procuring entity

Date \_\_\_\_\_  
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 Cleaning and Fumigation 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 Cleaning and Fumigation 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 \_\_\_\_\_



## CONTRACT FORM

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

WHEREAS the Procuring entity invited tenders for the Cleaning & Fumigation Services 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:
  - the Tender Form and the Price Schedule submitted by the tenderer;
  - the Schedule of Requirements
  - the Details of services
  - the General Conditions of Contract
  - the Special Conditions of Contract; and
  - 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 Cleaning and fumigation services and to remedy defects therein in conformity in all respects with the provisions of the Contract.
4. The Procuring entity hereby covenants to pay the tenderer in consideration of the provision of the services and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the contract at the times and in the manner prescribed by the contract.

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

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

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

## CONFIDENTIAL BUSINESS QUESTIONNAIRE

You are requested to give the 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.

<p><b>Part 1 General</b></p> <p>Business Name.....</p> <p>Location of Business Premises .....</p> <p>Plot No, .....Street/Road.....</p> <p>Postal address .....Tel No. ....Fax Email .....</p> <p>Nature of Business .....</p> <p>Registration Certificate No. ....</p> <p>Maximum value of business which you can handle at any one time – Kshs.....</p> <p>Name of your bankers.....</p> <p>Branch.....</p>
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	<p><b>Part 2 (a) – Sole Proprietor</b></p> <p>Your name in full.....Age.....</p> <p>Nationality.....Country of Origin.....</p> <p>Citizenship details .....</p>																				
	<p style="text-align: center;"><b>Part 2 (b) – Partnership</b></p> <p>Given details of partners as follows</p> <table style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 15%;">Name</th> <th style="width: 25%;">Nationality</th> <th style="width: 35%;">Citizenship details</th> <th style="width: 25%;">Shares</th> </tr> </thead> <tbody> <tr> <td>1. ....</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> <tr> <td>2. ....</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> <tr> <td>3. ....</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> <tr> <td>4. ....</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> </tbody> </table>	Name	Nationality	Citizenship details	Shares	1. ....	.....	.....	.....	2. ....	.....	.....	.....	3. ....	.....	.....	.....	4. ....	.....	.....	.....
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	<p style="text-align: center;"><b>Part 2 (c) – Registered Company</b></p> <p>Private or Public State the nominal and issued capital of company, Nominal Kshs. Issued Kshs.</p> <p>Given details of all directors as follows</p> <table style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 15%;">Name</th> <th style="width: 25%;">Nationality</th> <th style="width: 35%;">Citizenship details</th> <th style="width: 25%;">Shares</th> </tr> </thead> <tbody> <tr> <td>1. ....</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> <tr> <td>2. ....</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> <tr> <td>3. ....</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> <tr> <td>4. ....</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> </tbody> </table>	Name	Nationality	Citizenship details	Shares	1. ....	.....	.....	.....	2. ....	.....	.....	.....	3. ....	.....	.....	.....	4. ....	.....	.....	.....
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4. ....	.....	.....	.....																		
	<p>Date.....Signature of Candidate.....</p>																				

**A.C.A. 1 – PROFESSIONAL QUALIFICATIONS**

Officer's Name	Position Held	Professional Qualifications (list)	Date of Qualification	Educational Qualification – Highest only e.g., University degree (Specify)

Signature \_\_\_\_\_  
 Chief Executive Officer/Principal Office

\_\_\_\_\_ Date

**A.C.A. 2 – Requirements for Proposed Underwriters**

We (Name of insurer) .....having received a request for quotations for THE ANTI-COUNTERFEIT AUTHORITY tender, from M/S.....(Name of Insurance Broker), hereby confirm our commitment to deliver the documents listed below as per the tender requirements:-

- (i) Copy of certificate of incorporation.
- (ii) Copy of current certificate of registration as an insurer.
- (iii) Audited financial statements for the last two years.
- (v) Original quotations submitted to the insurance broker.

This Form shall be submitted in a plain sealed envelope marked “**A.C.A. / AT / 010 / 2019-2020**”– **INSURERS’ REQUIREMENTS’ ACA 2**” and delivered/posted to the following address:-

**The Executive Director,  
Anti-counterfeit Authority  
P. O. Box 47771 – 00100,  
NAIROBI**

1.9 And must be placed in **Tender Box at A.C.A., located at National Water Plaza, along Dunga Road, 3<sup>rd</sup> FLOOR Nairobi**, so as to be received on or **before Tuesday, August 20, 2019 at 10:00AM**

Signature \_\_\_\_\_

**Authorized Signatory**

**Date**

**Official Stamp**

**A.C.A. 3 - CLIENT REFERENCE FORM**

Name of Insurance Broker .....  
 Name and address of Insured (Client).....  
 .....

Insurance Policies handled

Class of Insurance	Period of Cover

Performance Evaluation

(The insured to indicate client rating by ticking the appropriate box)

How do you rate the performance of the insurance underwriter/broker as per their responsiveness to the following:-	Excellent	Good	Average	Poor
1. Claims handling				
2. Underwriting responsiveness				
3. General customer care				

Declaration

**We confirm that the above insurance brokerage firm is currently engaged to handle our insurance policies and the total annual premium paid is more than Kshs. 2 Million respectively.**

Name of authorized signatory.....

Title.....

Signature

Date.....

Official stamp of the Insured

Telephone contacts:-.....