

TENDER FOR PROVISION OF
GENERAL & GROUP LIFE
INSURANCE BROKERAGE SERVICES
(POLICIES FOR YEAR- 2018/2019,
2019/2020)

TENDER NUMBER: KWS/OT/ADMIN/03/2018-
2019

TABLE OF CONTENTS

Page

Section A: INVITATION TO TENDER	3
Section B: INSTRUCTIONS TO TENDERERS	4
Section C: GENERAL CONDITIONS OF CONTRACT	22
Section D: SPECIAL CONDITIONS OF CONTRACT	25
Section E: SCOPE OF SERVICES.....	26
Section F: TECHNICAL REQUIREMENTS AND SPECIFICATIONS	28
Section G: - FINANCIAL PROPOSAL - PRICE SCHEDULE FOR GENERAL & GROUP LIFE INSURANCE SERVICES	56
Section H: - TENDER TECHNICAL EVALUATION.....	59
Section I - STANDARD TENDER FORMS	69

Section A: INVITATION TO TENDER

DATE : 14th August 2018

TENDER NO : KWS/OT/ADMIN/03/2018-2019

TENDER NAME: PROVISION OF GENERAL & GROUP LIFE INSURANCE BROKERAGE SERVICES (POLICIES FOR YEAR- 2018/2019, 2019/2020)

1. Kenya Wildlife Service invites sealed bids from interested and eligible Brokers (Tenderer) for the provision of General & Group Life Insurance Brokerage Services.
2. Tender documents containing detailed specifications can be downloaded for free from our website; www.kws.go.ke Communication in regard to the tender must be in writing through email address; hps@kws.go.ke .
3. All clarifications and /or amendments will be published in the KWS website and tenderers are required to check for any addendums or amendments in the course of the bidding period prior to the closing date.
4. All Tenders must be accompanied by an **Original bid security of Ksh 300,000** (Three hundred thousand shillings) in the form of Bank guarantee in the prescribe format. The bid security should be issued in Kenya shillings and must remain valid for one hundred and twenty (120) days from the closing date of the tender.
5. There will be a pre-bid conference to be held on **22nd Aug 2018** starting at 02.30 PM in KWS HQS.
6. Complete Tender documents in plain sealed envelopes clearly marked "TENDER NO. KWS/OT/ADMIN/03/2018-2019 - PROVISION OF GENERAL & GROUP LIFE INSURANCE BROKERAGE SERVICES (POLICIES FOR YEAR- 2018/2019, 2019/2020) should be addressed to The Director General, Kenya Wildlife Service, P.O. Box 40241 NAIROBI and deposited in the tender box at the main reception (KWS headquarters) not later than 12.00 Noon on **29th August 2018**.
7. Tenders will be opened immediately thereafter, in the presence of tenderers' representatives who choose to attend at KWS Board Room.

Head of Supply Chain Management

Section B: INSTRUCTIONS TO TENDERERS

Introduction

1. Eligible Tenderers

- 1.1 This Invitation for Tenders is open to all tenderers eligible to participate in public procurement as described in the tender documents. The tenderer is invited to submit a Technical Proposal and a Financial Proposal for the Brokerage services required. The proposal will be the basis for Contract negotiations and ultimately for a signed Contract with the selected firm.
- 1.2 Communication in regard to this tender must be in writing. The tenderer will not make any attempt to contact a KWS officer other than as indicated in paragraph 2 above. Canvassing will lead to automatic disqualification.
- 1.3 Tenderers shall not be under a declaration of ineligibility for corrupt and fraudulent practices. In pursuance of this policy,
 - a) KWS defines for the purpose of this provision, the terms set forth below as follows:-
 - “Corrupt practice” means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the selection process or in contract execution; and
 - “Fraudulent practice” means a misrepresentation of facts in order to influence the action of public official in the selection process, and includes collusive practices among Brokers designed to establish prices at artificial, noncompetitive levels and to deprive the KWS the benefits of free and open competition.
 - b) Will reject a proposal for award if it determines that the Broker or Underwriter recommended for award has engaged in corrupt or fraudulent activities in competing for the contract in question.
 - c) Will declare a Broker or Underwriter ineligible, either indefinitely or for a stated period of time, to be awarded a contract by KWS if at any time determines that the firm has engaged in corrupt or fraudulent practice in competing for an insurance contract with Kenya Wildlife Service.
 - d) Will declare a Broker or Underwriter ineligible, to be awarded a contract by KWS if it determines that at any time the Broker or Underwriter has engaged in corrupt or fraudulent practice in execution of any insurance contract with Kenya Wildlife Service, by evidence of outstanding claims;
 - e) Will have the right to require that a provision to be included requiring Brokers to permit KWS to inspect their accounts and records relating to the performance of the contract.

- f) Will have the right to enquire and use information from other public procurement entities in regard to records relating to performance of the Broker or the Underwriters in execution of any insurance contract (specifically in regard to any unpaid claims) within the last 10 years.
- g) Will declare a Broker or Underwriter ineligible, either indefinitely or for a stated period of time, to be awarded a contract by KWS if at any time determines that the firm has varied premium terms in an insurance contract with Kenya Wildlife Service.

2 Service eligibility /mandatory qualifying requirements and conformity to tender documents

2.1 Pursuant to paragraph **1 of section B**, the tenderer shall furnish, as part of its tender, documents establishing the tenderer's eligibility to tender and its qualifications to perform the contract if its tender is accepted.

2.2 The documentary evidence of the tenderer's qualifications to perform the contract if its tender is accepted shall establish to the Kenya Wildlife Service's satisfaction:

- (a) that the tenderer has the legal, financial and technical capability necessary to perform the contract;
- (b) that, under the contract, the tenderer has been duly authorized by the Underwriter to provide the services;

2.3 To be eligible for this procurement the Broker **must** further provide the following documents with their technical proposal (**Mandatory qualifying requirements for Brokers**): -

- i. Certificate of business registration [certificate of incorporation for the Broker]. Tenderers should have been in existence for at least the last Seven (7) years.
- ii. Certificate of registration with the Insurance Regulatory Authority for years 2018, 2017 and 2016- The copies submitted must be certified by the issuing office.
- iii. Current membership certificate from Association of Insurance Brokers of Kenya-For years 2018, 2017 and 2016-. The copies submitted must be certified by the issuing office.
- iv. Copy of the Current Professional Indemnity policy document with a limit of not less than **Kenya shillings 100,000,000**. The Professional Indemnity insurance cover shall be valid within the proposed contract period and obtained from reputable insurance company.

Compensation shall be claimed against this cover if the Broker is negligent or fails to perform any of its obligations or provides services

falling below the standard set out herein or is in breach of any of its material obligations under the contract.

The Professional Indemnity must not be issued by the underwriter proposed for provision of General and Life Insurance under this tender.

- v. Premium turnover- the Broker shall submit documentary evidence indicating that the premium underwritten through the Broker over the last Two years (August 2018 – January 2018, 2017, 2016) is as detailed in **a)** and **b)** below :

a) For brokers proposing offering any General Insurance Brokerage Services-

Non-Motor General Premiums brokered over each of the last Two years (August 2018 – January 2018, 2017, 2016) must have been at least Kshs. 100 million per year (excluding motor vehicle portfolio and KWS premium).

b) For brokers proposing to offer the Group Life Insurance Brokerage Services (Long-Term Business)-

Life Premiums brokered in each of the last Two years (August 2018 – January 2018, 2017, 2016) was at least Kshs. 30 million per year excluding pensions and annuity classes.

The procuring entity reserves the right to verify this premium information with the Brokers' clients and with the office of the Insurance Regulatory Authority.

- vi. The Broker must submit a copy of the current valid KRA Tax Compliance Certificate for the Broker.
- vii. The Broker must submit a copy of the NHIF compliance certificate current as at the deductions for the month March 2018.
- viii. The Broker must submit a copy of the NSSF compliance certificate current as at the deductions for the month March 2018.
- ix. Brokers shall also submit as part of the technical proposal, their latest audited and unqualified financial statements for the period 2016 and 2017.
- x. The technical bid documents must be accompanied by a **bid security of Kshs 300,000** in its original form, in the prescribed form, from a bank incorporated in Kenya. The bid security must be Valid for a period of 120 days from the tender closing date.
- xi. The Brokers shall submit a certified copy of CR12

- xii. The broker shall submit a letter from the proposed underwriter's Principal Officer(s) authorizing the Broker to submit the underwriter's General and/or Group Life Insurance quotation under this tender
- xiii. **Undertakings by the Broker**
 - a) Statement by the brokerage firm's Principal Officer confirming that all information supplied is accurate and that any material misrepresentation could lead to policy cancellation.
 - b) Statement by the brokerage firm's Principal Officer confirming that processing of any claims during the duration of the policy shall not exceed the claims processing period given in Scope of Services.
 - c) The Broker will render services to KWS until all the claims that fall under the Broker's period of insurance are fully settled.
- xiv. **Note:** Bidders with any unpaid claims (fully documented and unpaid for more than 21 days as at the tender closing date) with Kenya Wildlife Service will be disqualified. The bidders should confirm with the proposed Underwriters that they do not have unpaid claims with KWS.

2.4 Mandatory qualifying requirements for the Underwriters

The broker must ascertain from the Underwriters that they do not have any unpaid claims with KWS. The Broker must submit the following mandatory requirements of the proposed Underwriters with the broker's technical proposal for the Underwriter to be eligible for evaluation.

i. Copy of certificate of registration under the Companies Act.

The insurance companies proposed by the Brokers should be registered under the companies Act. The registered office and physical address of the insurance company must be indicated. A copy of the certificate of registration /incorporation must be attached.

ii. Certified copy of Registration with the Insurance Regulatory Authority for year 2018

The proposed insurance companies shall be registered with the insurance regulatory authority for the year 2018 and must have been in existence and underwriting the General and/or Group Life business for a minimum period of 10 years. The copy must be certified by the office of the regulator of the insurance regulatory authority/commissioner of insurance.

iii. Certified copy of Registration as member of Association of Kenya Insurers (AKI) for year 2018

The proposed insurance companies shall be registered members with AKI for the year 2018. A copy of the membership certificate must be attached in the Broker's technical proposal document.

iv. A copy of the current and valid KRA Tax Compliance Certificate for the proposed underwriter.

v. **Certified copies of latest audited financial statements.**

The Brokers shall submit copies of the latest audited financial accounts of the proposed Underwriter for the period 2016 and 2017 in their technical proposal. The Broker shall apply all reasonable means to ascertain the solvency and financial security of the relevant Underwriters proposed to be appointed to the Kenya Wildlife Service insurance portfolio.

The proposed Underwriter may table the requisite statements directly with KWS. It is the responsibility of the tenderer (brokers) to ensure that the statements are received by KWS in sealed envelopes by the tender closing date.

vi. **Premium turnover**

Premium turnover- the underwriter shall submit documentary evidence indicating that the premium underwritten in Kenya over the last Two years (August 2018 – January 2018, 2017, 2016) is as detailed in a) and b) below:

a) **For underwriters proposing to offer any General Insurance Policies-**

Non-Motor General Insurance Premiums underwritten over each of the last Two years (August 2018 – January 2018, 2017, 2016) must have been at least Kshs. 500 million per year (excluding motor vehicle portfolio and KWS premium).

b) **For underwriters proposing to offer the Group Life Insurance Policy (Long-Term Business)-**

Group Life Premiums underwritten in Kenya in each of the last Two years was at least Kshs. 300 million per year excluding pensions, annuities and individual life classes.

The procuring entity reserves the right to verify this information with the Brokers' clients and with the Insurance Regulatory Authority.

vii. **Paid Up Capital**

The recommended underwriter shall submit documentary evidence of paid - up capital of at least Kshs. 300 million.

Note: The Procuring Entity shall take into consideration the past performance of the underwriters in regard to claims settlement. Underwriters with unpaid claims (fully documented but still unpaid for more than 21 days as at the tender closing date) will be rejected at this stage.

Proposals that are not responsive to the above mentioned mandatory requirements (under clause 2.3 and 2.4) shall be rejected at this stage.

3 Cost of Tendering

3.1 The Tenderer shall bear all costs associated with the preparation and submission of its tender, and the Kenya Wildlife Service, will in no case be responsible or

liable for those costs, regardless of the conduct or outcome of the tendering process.

4 The Tender Document Contents

4.1 The tender document comprises the documents listed below and addenda issued in accordance with clause 6 of these instructions to tenders.

Section A: INVITATION TO TENDER

Section B: INSTRUCTIONS TO TENDERERS

Section C: GENERAL CONDITIONS OF CONTRACT

Section D: SPECIAL CONDITIONS OF CONTRACT

Section E: SCOPE OF SERVICES

Section F: TECHNICAL REQUIREMENTS AND SPECIFICATIONS

Section G: FINANCIAL PROPOSAL - PRICE SCHEDULE FOR GENERAL & GROUP LIFE INSURANCE SERVICES

Section H: TENDER EVALUATION

Section I - STANDARD TENDER FORMS

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.

5. Clarification of Documents

5.1 A prospective tenderer requiring any clarification of the tender document may notify the Head of Supply Chain Management at the Kenya Wildlife Service in writing or by cable (hereinafter, the term *cable* is deemed to include telex and facsimile) at the entity's address indicated in the Invitation for tenders.

The Kenya Wildlife Service will respond in writing to any request for clarification of the tender documents, which it receives not later than 7 days prior to the deadline for the submission of tenders. All clarifications and /or amendments will be published in the KWS website and tenderers are required to check for any addendums or amendments in the course of the bidding period prior to the closing date.

6 Amendment of Documents

6.1 At any time prior to the deadline for submission of tenders, Kenya Wildlife Service, 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 amendment.

- 6.2 All prospective candidates are required to be checking the website during the tendering period for any amendment/clarification.
- 6.3 In order to allow prospective tenderers reasonable time in which to take the amendment into account in preparing their tenders, Kenya Wildlife Service at its discretion may extend the deadline for the submission of tenders.

7 Preparation of Tenders

- 7.1 **Language of Tender** The proposal prepared by the tenderer, as well as all correspondence and documents relating to the tender exchanged by the tenderer and the Kenya Wildlife Service shall be written in English language.

8 Documents Comprising the Tender

- 8.1 The proposal prepared by the tenderer shall comprise the following components:
- (a) a Tender Form and a Price Schedule completed in accordance with **paragraph 9,10 and 11 below.**
 - (b) documentary evidence established in accordance with **paragraph 2.2** 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 2.3** that the services to be supplied by the tenderer are eligible and conforms to the tender documents.

9.0 Preparation of proposals

- 9.1 The tenderer shall complete the Tender Form and the appropriate Price Schedule furnished in the tender documents. The tender prepared by the Broker, as well as all correspondence and documents relating to the tender exchanged by the Broker and Kenya wildlife service, shall be written in English language.

Material deficiencies in providing the information requested may result in rejection of a proposal.

Technical Proposal

- 9.2 The Technical Proposal shall provide the following information: -

a) Broker and Underwriter's Experience In Provision of General & Group Life Insurance:

A brief description of the firm's organization and an outline of experience on provision of General & Group Life Insurance brokerage and underwriting services for the last Seven (7) years, as indicated in the Technical Requirements and Specifications (Section F).

At least 8 client reference letters for the Broker and 10 client reference letters in the form provided in **Form 6 and Form 5** must be attached and the broker shall give an authority to the Kenya Wildlife Service to seek more information from the above clients.

Added advantage will be given to brokers who demonstrate ability to offer Value Added Services such as

- i. Training or support for compliance to regulations.
- ii. Create and provide regular reports of the frequency, severity, cause, and locations of losses/claims and confirm their accuracy;
- iii. Advise of new products and services which may be of use to KWS's operations;
- iv. Verifying the accuracy of insurance company loss/claims reports, especially for worker's compensation experience modification calculations;
- v. Creating quarterly, semi-annual, or annual tableau reports to keep track of KWS's ongoing issues or problems and how the broker are addressing or treating them and making sure the KWS is satisfied with the services
- vi. Assisting KWS with the implementation and monitoring of self-insurance or high deductible programs;
- vii. Hold or orchestrate seminars, workshops or continuing education classes on insurance;

Misrepresentation of information to qualify for eligibility will lead to automatic disqualification.

(b) Staff qualifications and experience.

The Broker must nominate and state the roles of a minimum of four (4) staff to handle the KWS General & Group Life Policies and provide technical services as stated in SECTION E: Scope of Services, Technical Requirements and Specifications.

The nominated team shall possess the academic and professional qualifications set out below: -

- i. The team proposed for the assignment shall comprise of at least four (4) experienced personnel. This shall include one (1) team leader, one (1) senior management staff and two (2) technical staff in underwriting and claims.
- ii. The **team leader** shall have at least ten (10) years experience as senior manager, in insurance management and a minimum academic qualification of a university degree AND MUST have attained a professional insurance qualification in as an Associate of the Chartered Insurance Institute (ACII) or an Associate of Insurance Institute of Kenya (AIK).

Added advantage will be given to teams where the Broker nominates the Brokerage Principal Officer as the team leader.

- iii. The **senior manager** shall have at least seven (7) years experience as a senior manager, in general management in both claims and underwriting and a minimum academic/technical qualification of a University degree or an

Associate of the Chartered Insurance Institute (ACII) or an Associate of Insurance Institute of Kenya (AIK).

- iv. The two (2) other **technical staff** in underwriting and claims shall each have at least five (5) years insurance underwriting and claims. With demonstrated progress in insurance professional qualification Associate of the Chartered Insurance Institute (ACII) or an Associate of Insurance Institute of Kenya (AIK).
- v. Continued professional qualifications must be demonstrated with a certified copy of current membership card.

The Broker shall submit recent standardized curriculum vitae (CV) signed by the proposed professional staff and authorized representative submitting the proposal.

Key information should include the role nominated for in this Service, number of years worked for broking firm and the degree of responsibility held in various assignments in the insurance industry.

The Broker shall not submit a name of a professional staff that is not in the Broker's permanent employment and shall inform Kenya wildlife service of changes, if any, in proposed technical staff during the tender validity period.

c) Proposed cover:

The range of insurance cover and a demonstration of the candidates' capability to arrange Insurance cover for Kenya Wildlife Service. Kenya Wildlife service will attach highest value in importance to Policy enhancements that add value to the standard market cover and should include

- (i) The full Terms and conditions of providing the insurance Brokerage service; exclusion clauses, if any; excess clauses if any; and evacuation plans and arrangements. The Broker must provide detailed signed Risk notes/Cover summaries for each policy in the technical proposal.
- (ii) Any additional information requested in the specifications.

d) Methodology and Work plan for claims settlement.

The Broker must illustrate the methodology and work plan that will be used to carry out the assignments and indicate the proposed claims turn around period as more particularly described in the Scope of Service.

e) Risk management capacity.

The Broker shall indicate their risk management capacity. The Broker shall also illustrate the methodology to be used to carry out loss control surveys and recommendations noting the viability of the recommendations with regard to time and cost. Risk management and loss control services, shall involve but not limited to regular inspections and recommendations of the KWS's facilities and operations to

reduce or prevent losses; assist KWS with the implementation and monitoring of loss control programs, e.g. vehicle maintenance programs, driver selection and safety programs, building safety and security, and employee incentive programs to achieve a zero workplace injuries and/or claims,

f) Financial stability of the firm- for the last two years. Through ratios for profitability and ratios for solvency

g) Information management and technology systems in place.

The Brokers should have fully in place and provide proof, suitable information management technology.

h) The Broker should disclose the proposed Underwriter for General & Group Life Insurance in technical proposal in this format: -

LOT A - <<<<Broker's Name>>>>	<u>Name Of Recommended U/W</u>
Policy No. 1. GROUP LIFE ASSURANCE POLICY	-
LOT B - <<<<Broker's Name>>>>	
Policy No. 2. GROUP PERSONAL ACCIDENT / WORK INJURY BENEFITS ACT (WIBA) – WIBA PLUS	=
Policy No. 3. GROUP PERSONAL ACCIDENT (TRUSTEES)	=
Policy No. 4 EMPLOYERS LIABILITY (COMMON LAW)	=
Policy No. 5 TRAVEL INSURANCE	=
LOT C - <<<<Broker's Name>>>>	
Policy No.6 . FIRE AND SPECIAL PERILS	=
Policy No. 7 BURGLARY AND HOUSE BREAKING POLICY	=
Policy No. 8 MONEY INSURANCE	=
Policy No. 9 PUBLIC LIABILITY	=
Policy No.10 ELECTRONIC POLICY	=
Policy No.11 : ALL RISKS INSURANCE POLICY	=
Policy No.12 : FIDELITY GUARANTEE	=
LOT D – <<<<Broker's Name>>>>	
Policy No.13 MARINE HULL AND LIABILITY	=
Policy No.14 MOTOR PRIVATE (Third party only)	=
Policy No.15 MOTOR COMMERCIAL VEHICLES (Third party only)	=
Policy No.16 MOTOR COMMERCIAL (P.S.V.) Third Party Only	=

Policy No.17 . MOTOR COMMERCIAL (TPO – SPECIAL TYPE)	=
Policy No.18 MOTOR CYCLE INSURANCE (TPO)	=
Policy No.19 MOTOR PRIVATE COMPREHENSIVE	=
Policy No.20 MOTOR COMMERCIAL COMPREHENSIVE	=
Policy No.21 MOTOR COMMERCIAL (P.S.V.) COMPREHENSIVE	=
Policy No.22 . MOTOR COMMERCIAL (SPECIAL TYPE) COMPREHENSIVE	=

i) Proposed contract terms and conditions

All the contract terms and conditions and any underwriting requirements **MUST** be clearly disclosed in the technical proposal. The Broker must provide detailed signed Risk notes/Cover summaries for each policy in the technical proposal.

j) Requirements for the Underwriter where the risk is proposed to be placed:-

The Underwriter must have

- Relevant experience in provision of similar General and/or Group Life Insurance service as required by KWS in the format given hereunder.

Underwriter's Current (2017-2018) 10 GENERAL & GROUP LIFE Insurance Clients List				
Insurance Client	GENERAL & GROUP LIFE Policy Description	Size of the Policy account (General & Group Life Premium)*	Period of Insurance	Client's Contact person

* excluding motor vehicle portfolio, pensions, individual life classes and KWS premium.

- At least 10 Reference Form 5 letters from the mentioned clients should be attached
- a letter signed by underwriter's Principal Officer(s) authorizing the Broker to submit their General and/or Group Life Insurance quotation(s) under this tender against each policy.

9.3 The Technical Proposal shall not include any financial information.

Financial Proposal

- 9.4 The tenderer shall provide separately from the technical proposal in its financial proposal the particulars required, the unit and total tender price of the services it proposes to provide under the contract. In preparing the Financial Proposal, Brokers are expected to take into account the requirements and conditions outlined in the tender document.
- 9.5 The Financial Proposal should clearly identify as a separate amount, the local Taxes, duties, fees, levies and other charges imposed under the law.
- 9.6 Prices quoted (Premium Rates) by the tenderer shall be fixed during the Tender's performance of the contract and not subject to variation. A tender submitted with an adjustable price quotation will be treated as non-responsive and will be rejected.
- 9.7 Prices shall be quoted in Kshs. 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.

10. Submission, Receipt and Opening of Tenders

- 10.1 The original proposal (Technical Proposal and Financial Proposal) shall be prepared in indelible ink. It shall contain no interlineations or overwriting, except as necessary to correct errors made by the firm itself. Any such corrections must be initialed by the persons or person authorized to sign the proposals.
- 10.2 The Broker shall submit the original and two (2) copies of the technical proposals and an original and one (1) copy of the financial proposal. Each Technical Proposal and Financial Proposal shall be marked "ORIGINAL" or "COPY" as appropriate. If there are any discrepancies between the original and the copies of the proposal, the original shall govern.
- 10.3 The original and copies of technical proposals MUST all be sequentially paginated and each document properly bound together. Mandatory documents must be properly marked and attached to the tender documents.
- 10.3 The tender shall be submitted as follows: -
- (i) original and all copies of the Technical Proposal shall be placed in a sealed envelope clearly marked "TECHNICAL PROPOSAL," and,
 - (ii) the original and a copy of the Financial Proposal placed in a sealed envelope clearly marked "FINANCIAL PROPOSAL" and warning: "DO NOT OPEN WITH THE TECHNICAL PROPOSAL". **The financial proposal must bear the name and address of the firm.**
 - (iii) Both technical and financial envelopes shall be placed into a plain outer envelope, sealed and clearly marked "TENDER NO. KWS/OT/ADMIN/03/2018-2019 TENDER FOR PROVISION OF INSURANCE BROKERAGE SERVICES FOR GENERAL & GROUP LIFE INSURANCE POLICIES. DO NOT OPEN BEFORE 29th August 2018 at 12:00 Noon " and addressed to **The Director General, Kenya Wildlife Service, P.O. Box 40241 NAIROBI** and deposited in the tender box at the main reception not later than **29th August 2018 at 12:00 Noon**

- 10.4 If the envelopes are not sealed and marked as required, the Kenya Wildlife Service will assume no responsibility for the tender's misplacement or premature opening.
- 10.5 Any tender submitted after the closing time shall not be accepted. Late tenders shall be returned to the tenderers unopened.
- 10.6 After the deadline for submission of proposals, the Technical Proposal shall be opened immediately by the tender opening committee in presence of the bidders or their representatives who choose to attend. The Financial Proposal shall remain sealed and deposited with a KWS appointed officer until the technical evaluation is complete after which bidders whose tenders are adjudged technically responsive will have their financial proposals opened publicly.

11. Modifications and Withdrawal of Tenders

- 11.1 The tenderer may modify or withdraw its tender after the tender's submission, provided that written notice of the modification, including substitution or withdrawal of the tenders, is received by the Kenya Wildlife Service prior to the deadline prescribed for submission of tenders.
- 11.2 The Tenderer's modification or withdrawal notice shall be prepared, sealed, marked, and dispatched in accordance with the provisions of paragraph 11. A withdrawal notice may also be sent by cable, but followed by a signed confirmation copy, postmarked not later than the deadline for submission of tenders.
- 11.3 No tender may be modified after the deadline for submission of tenders.
- 11.4 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.

12. Tender Security

- 12.1 The tender documents must be accompanied by a bid security of Kshs. 300,000.00 in its original form, from a Bank and valid for one hundred and twenty days (120) from the date of tender closing
- 12.2 The tender security is required to protect the Kenya Wildlife Service against the risk of Tenderer's conduct which would warrant the security's forfeiture, pursuant to paragraph 12.6
- 12.3 Any tender not secured in accordance with paragraph 12.1, will be rejected by the Kenya Wildlife Service as non responsive.
- 12.4 Unsuccessful Tenderer's tender security will be discharged or returned as promptly as possible as but not later than thirty (30) days after the expiration of the period of tender validity prescribed by the Kenya Wildlife Service.
- 12.5 The successful Tenderer's tender security will be discharged upon the tenderer signing the contract.
- 12.6 The tender security may be forfeited:

- (a) if a tenderer withdraws its tender during the period of tender validity specified by the Kenya Wildlife Service on the Tender Form; or
- (b) in the case of a successful tenderer, if the tenderer fails to sign the contract in accordance with paragraph 25.

13. Validity of Tenders

13.1 The tender must remain valid for 90 days after the opening.

13.2 In exceptional circumstances, the Kenya Wildlife Service may solicit the Tenderers 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 12 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.

14. Deadline for Submission of Tenders

14.1 Tenders must be received by the Kenya Wildlife Service at the address specified under paragraph 10.3 not later than 29th August 2018 at 12:00 Noon.

14.2 The Kenya Wildlife Service may, at its discretion, extend this deadline for the submission of tenders by amending the tender documents in accordance with paragraph 6, in which case all rights and obligations of the Kenya Wildlife Service and candidates previously subject to the deadline will thereafter be subject to the deadline as extended.

15. Opening and evaluation of Tenders

15.1 The Kenya Wildlife Service will open all tenders in the presence of tenderers' representatives who choose to attend, at Kenya Wildlife Service, Boardroom.

15.2 The tenderers' representatives present shall sign a register evidencing their attendance.

15.3 The tenderers' names, tender modifications or withdrawals, the presence or absence of requisite tender security and such other details as the Kenya Wildlife Service, at its discretion, may consider appropriate, will be announced at the opening.

15.4 The Kenya Wildlife Service will prepare minutes of the tender bids opening.

16. Clarification of Tenders

16.1 To assist in the examination, evaluation and comparison of tenders the Kenya Wildlife Service 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.

17. Evaluation of tenders

17.1 **Preliminary Examination** The Kenya Wildlife Service will examine the tenders to determine whether they are complete, whether required sureties have been furnished, whether the documents have been properly signed, and whether the tenders are generally in order.

17.2 Prior to the detailed evaluation, pursuant to **paragraph 1 and 2** the Kenya Wildlife Service will determine the eligibility of each tenderer. For purposes of

these paragraphs, a substantially responsive tender is one, which conforms to all the terms and conditions of the tender documents without material deviations. The Kenya Wildlife Service's determination of a tender's responsiveness is to be based on the contents of the tender itself without recourse to extrinsic evidence.

17.3 If a tender is not substantially responsive, it will be rejected by the Kenya Wildlife Service and may not subsequently be made responsive by the tenderer by correction of the nonconformity.

18 Technical Evaluation and Comparison of Tenders

18.1 The Kenya Wildlife Service will evaluate and compare the tenders, which have been determined to be substantially responsive, pursuant to **paragraph 17**.

18.2 KWS evaluation of the tender will take into account the following factors in the technical requirements and specifications, inter alia:-

- Business References, Past performance of the Broker, Qualifications and experience of the proposed professional team, Methodology and Work plan for claims settlement on claims turn around, Adequacy of disclosure of relevant information, Financial fitness of the Broker, Completeness of information provided by the Brokers and Underwriter, Past performance of the Brokers and Underwriter, and Financial fitness of the proposed Broker.
- Demonstration of good knowledge of the insurance industry practices and customs as per the insurance Act.
- Advise on the most appropriate (and cost effective) insurance covers that are available in the market for the types of business risks that KWS is exposed to, explanations of the benefits, appropriate security measures against insurable risks and discounts on premiums, administration of covers , and claims filing and payment procedures .

18.3 KWS shall take into consideration previous past claims and underwriting performance of Brokers and Underwriters in determining the substantial responsiveness at tender award. The factors to be considered for Brokers shall include failure to satisfactorily conclude claims and satisfy agreed performance benchmarks. The factors to be considered for Underwriters shall include arbitrary rejection of disputed claims.

18.4 The pass mark for technical evaluation scores will be **80% of the Technical Score**. Only bidders that will have attained this pass mark will have their proposed underwriters evaluated and financial proposals opened for commercial evaluation.

19. Evaluation of financial Proposals.

19.1 The commercial evaluation and final ranking of the bids will take into considerations the scope of the cover in relation to the premium, including all costs, levies, duties, taxes, the Policy Excess/deductible limits, exclusion clauses, Broker remuneration and other pertinent terms and conditions of tender.

19.2 The evaluation committee will determine whether the financial proposals are complete. The cost of unpriced items 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.

19.3 Selecting the Lowest Bidder

KWS recognizes that the best placed broker to provide the brokerage services for the organization is the one that best understands the insurance industry and the requirements of the client as represented in quality of the technical proposal. Therefore the weight allocated to the Technical Score vis-à-vis the financial proposal (price) is 80:20. The lowest evaluated bid will be selected on the basis of those weights by combining the Weighted Technical and Weighted Financial Scores to give an Evaluated Score. The Evaluated Score will be calculated as follows:-

Step 1

Calculate the Weighted Technical Scores of each bidder as follows:-

The Technical Weight (80) *multiplied* by The Technical Score achieved by the particular bidder being evaluated *divide* by 100%,.

$$\text{Weighted Technical Score} = \frac{\text{Technical Weight}}{100\%} \times \text{Percentage Technical Score of Bid Being Evaluated}$$

Step 2

Calculate the Weighted Financial Scores of each bidder for each policy / **Lot** as follows:-

Lowest quoted price divided price quoted by particular bidder being evaluated for the policy/Lot, *multiplied* by the financial scores weighting (20).

$$\text{Weighted Financial Score} = \frac{\text{Price Of Lowest Bid}}{\text{Price Of Bid Being Evaluated}} \times \text{Technical Weight}$$

Step 3

Add the results of Weighted **Technical** and Weighted **Financial** Scores (step 1 plus step 2) for each bidder and obtain the sum for each bidder as the Evaluated Score.

$$\text{Evaluated Score} = \text{Weighted Technical Score} + \text{Weighted Financial Score}$$

Step 4

Rank the bidders and select bidder with the highest points as the lowest evaluated bidder for that policy / **Lot**. Repeat process for each Bid that passed the mandatory stage and attained Technical Score pass mark.

Step 5

Make recommendations for award for each policy / **Lot** in accordance with the findings of step 4.

19.4 Recommendation of the Lowest Evaluated Bidder

The lowest evaluated bid will be the one that obtains the highest combined technical and financial scores.

19.5 Post Vendor Evaluation

KWS will carry out post evaluation of the recommended bidder to validate the information provided in the proposal prior to signing of a contract pursuant to the provisions of the Public Procurement and Disposal Regulations.

20. Contacting the Kenya Wildlife Service

20.1 No tenderer shall contact the Kenya Wildlife Service on any matter relating to its tender, from the time of the tender opening to the time the contract is awarded.

20.2 Any effort by a tenderer to influence the Kenya Wildlife Service in its decisions on tender evaluation, tender comparison, or contract award may result in the rejection of the Tenderer's tender.

21. Negotiations

21.1 Negotiations will be held at the Kenya Wildlife Service Headquarters. The aim is to reach agreement on all points and sign a contract.

21.2 Negotiations will include but not limited to: a discussion on the Technical Proposal, suggestions made by the firm on value-add enhancement to the policy, professional staff offered by the Broker, claims turn around, required documentation by the Broker for completeness of a claim, and the service level agreement.

21.4 Having selected the Broker and Underwriter on the basis of the information provided by the Broker, before contract negotiations, KWS will require assurances that the Broker have a contract with the Underwriters selected and the latter are market tested, are financially sound and of good repute in the industry in regard to prompt settlement of claims

21.5 The negotiations will conclude with a review of the attached draft form of the Contract. To complete negotiations KWS and the Broker and the proposed underwriter firm will initial the agreed Contract.

21.6 If negotiations fail, KWS will invite the firm whose proposal received the second Highest Evaluated Score to negotiate a contract.

22. Notification of award

22.1 Prior to the expiration of the period of the tender validity the Kenya wildlife Service will notify the successful tender in writing that its tender has been accepted.

23. Award of Contract

23.1 The Contract will be awarded following negotiations. After negotiations are completed, the Client will promptly notify other bidders on the shortlist that they were unsuccessful and return the Financial Proposals of those candidates who did not pass the technical evaluation.

23.2 The selected firm is expected to commence the assignment on the date indicated in the signed contract.

24. Kenya Wildlife Service's Right to accept or Reject any or All Tenders

24.1 The Kenya Wildlife Service reserves the right to accept or reject any tender, and to annul the tendering process and reject all tenders at any time prior to contract award, without thereby incurring any liability to the affected tenderer or tenderers or any obligation to inform the affected tenderer or tenderers of the grounds for the Kenya Wildlife Service's action.

25 Signing of Contract

25.1 At the same time as the Kenya Wildlife Service notifies the successful tenderer that its tender has been accepted, the Kenya Wildlife Service will send the tenderer the Contract Form provided in the tender documents, incorporating all agreements between the Procuring Entity, Insurance Broker and the Underwriter.

25.2 Within seven (7) working days of receipt of the Contract Form, the successful tenderer shall sign and date the contract and return it to the Kenya Wildlife Service.

Section C: GENERAL CONDITIONS OF CONTRACT

1. Definitions

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

- (a) “The Contract” means the agreement entered into between the Kenya Wildlife Service 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.
- (a) “The Contract Price” means the price payable to the Underwriter under the Contract for the full and proper performance of its contractual obligations.
- (c) “The service” means any object of procurement other than works and goods.
- (d) “The Kenya Wildlife Service” means the organization purchasing the services under this Contract.
- (e) “The tenderer” means the Insurance Brokerage firm providing the services under this Contract.

2. Application

2.1 These General Conditions shall apply in all Contracts made by the Kenya Wildlife Service for the procurement of Services.

3. Country of Origin

- 3.1 For purposes of this Clause, “origin” means the place where the services originate.
- 3.2 The origin of Services is distinct from the nationality of the tenderer.

4. Standards

4.1 The services provided under this Contract shall conform to the standards mentioned in the Technical Requirements and Specifications and the Scope of Service.

5. Use of Contract Documents and Information

- 5.1 The Candidate shall not, without the Kenya Wildlife Service’s prior written consent, disclose the Contract, or any provision thereof, or any specification, or information furnished by or on behalf of the Kenya Wildlife Service in connection therewith, to any person other than a person employed by the tenderer in the performance of the Contract.
- 5.2 The tenderer shall not, without the Kenya Wildlife Service’s prior written consent, make use of any document or information enumerated in paragraph 5.1 above.

5.3 Any document, other than the Contract itself, enumerated in paragraph 5.1 shall remain the property of the Kenya Wildlife Service and shall be returned (all copies) to the Kenya Wildlife Service on completion of the Tenderer's performance under the Contract if so required by the Kenya Wildlife Service.

6 Payment

6.1 The method and conditions of payment to be made to the underwriter under this Contract shall be specified in Special Conditions of Contract.

6.2 Payments shall be made promptly by the Kenya Wildlife Service as specified in the contract.

7.0 Assignment and Subcontracts

7.1 **Assignment:** The tenderer shall not assign, in whole or in part, its obligations to perform under this Contract, except with the Kenya Wildlife Service's prior written consent.

7.2 **Subcontracts:** The tender shall notify the Kenya Wildlife Service in writing of all subcontracts awarded under this contract if not already specified in the tender. Such notification in the original tender or letter, shall not relieve the tenderer from any liability or obligation under the contract.

8 Language and Law

8.1 The language of the contract and the law governing the contract shall be English language and the Laws of Kenya respectively unless otherwise stated.

9 Provision of Services

Provision of services shall be made by the tenderer in accordance with the tender terms and conditions and as per specified by Kenya Wildlife Service in its Schedule of Requirements, and as expressed in the contract with the Broker.

10 Service performance Levels

10.1 The Kenya Wildlife Service shall have the right to reject the services of the Broker if the service level is not in conformity to the Contract. The Kenya Wildlife Service shall notify the tenderer in writing, in a timely manner, of the deficiencies and prior notifications for these purposes. The renewal of this agreement for the second year will be subject to satisfactory performance as per the

10.2 In case of termination of contract for default, KWS will be entitled to a prorata refund of the premiums paid within 30 days.

10.3 Nothing in paragraph 7.2 shall in any way release the tenderer from any warranty or other obligations under this Contract.

10.4 Compensation shall be claimed against the Professional Indemnity Insurance cover if the Broker fails to perform any of the its obligations or provides

services failing below the standards agreed in the service level agreement or is in breach of any it's material obligations under the contract

11. Termination

11.1 The Kenya Wildlife Service 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 within 30 days:

- (a) If the tenderer fails to service claims as agreed in the contract.
- (b) If the tenderer fails to provide agreed services in the contract.
- (c) If the tenderer fails to perform any other obligation(s) under the Contract.
- (b) If the tenderer, in the judgment of the Kenya Wildlife Service has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.

11.2 If the tenderer fails to service the Contract in whole or in part, KWS may procure, upon such terms and in such manner as it deems appropriate, services similar to those undelivered, and the tenderer shall be liable to the Kenya Wildlife Service for any excess costs for such similar services.

11.3 In case, the claims presented to the Brokers are not paid within the stipulated period of 21 days, KWS has the rights to discontinue the contract and get back a prorata refund of premium

11.4 In case of termination of contract by the Broker, the Broker shall give KWS a written notice of ninety (90) days. During the Notice period the Broker will not vary the premium rate.

12. Resolution of Disputes

12.1 The Kenya Wildlife Service 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.

12.2 Any dispute between the Parties as to matters arising pursuant to this Contract or its interpretation that cannot be settled amicably within thirty (30) days after receipt by one Party of the other Party's request for such amicable settlement shall be referred for settlement by a single arbitrator agreed by the Parties within sixty days from the date of service of the notice of dispute by either party by the Chairman for the time being of the Institute of the Chartered Arbitrators of Kenya (Kenya Chapter).

Section D: SPECIAL CONDITIONS OF CONTRACT

Special conditions of contract shall supplement the general conditions of contract, wherever there is a conflict between the General Condition of the contract and the Special Conditions of the Contract, the provisions of the Special Conditions of the Contract herein shall prevail over those in the General Condition of Contract.

(I) **GCC 3. Country of Origin** If an overseas GENERAL & GROUP LIFE Underwriter is proposed, an exemption for placement of business overseas by the Insurance Regulatory Authority must be attached on the technical proposal.

(II) **GCC 4.1 Standards** The services provided under this Contract shall conform to the standards mentioned in the Technical Specifications. Renewal of contract for the consequent years will depend on the performance of the contact.

(III) GCC 6 Payment

KWS will pay the premium to the underwriter. The quoted premiums must be in Kenya Shillings and the payment to the underwriter will be in Kenya Shillings. 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.

Premium Will be paid upon signing of the contract and policy declarations by the Procuring Entity. Any additional Premiums shall be paid on a quarterly basis and upon the production of certified invoices and all supportive documents from the Broker and the Underwriter. Prices quoted (Premium Rates) by the tenderer shall be fixed during the Tender's performance of the contract and not subject to variation. The Procuring Entity reserves the right to vary insured values to be adjustable from time to time.

(IV) GCC 10 Service performance Levels

a) The settlement of fully documented claims shall be made within 21 days after the claim has been fully documented. If the claim is not settled within the aforementioned period, the amount payable will be the principal plus the accrued interest cost for the days of delay charged at the rate of average lending rate provided by the commercial banks within the period.

b) Failure of the underwriter to meet KWS's expectations on provision of the services during the term of insurance will seriously affect future participation of the underwriter and the underwriter in all insurance tenders at KWS.

c) Renewal of contract for the second year will depend on the performance in the first year of contract.

(V) **GCC 11 Termination for Default** In case of termination of contract for breach, KWS will be entitled within 30 days, to a prorata refund of the premiums paid.

Section E: SCOPE OF SERVICES

The Scope Of Services For The Broker Will Include: -

- I. Structuring and obtaining optimum policy covers from the Underwriters in accordance with the tenders submitted and help negotiate for favorable premium rates.
- II. Analyze, Review, Scrutinize the policy documents, coverage levels and wordings and any endorsements there-in. insurance covers should be as in the tender document and should not be restricted, by way of warranties, endorsements or special conditions subject to award. If the entire policy document is found to be satisfactory, such document to be deposited with the Service Director General not later than fifteen (15) days from the inception of cover.
- III. Disclosure of material information to insurance underwriters.
- IV. Ensure proper claims administration by fully coordinating prudent requirements between KWS and the selected Underwriters. The broker will also advise and assist KWS throughout the duration of the relationship and give assistance to KWS in the event of a claim.
- V. Will strive to ensure the underwriter promptly settles claims as provided hereunder:
 - (a) All fully documented GPA claims - within fourteen (14) days.
 - (b) All fully documented Liability claims - within twenty one (21) days.
 - (c) All documented Property - within twenty one (21) days.
 - (d) All documented Hull Claims - within twenty one (21) days.
- VI. Ensure preparation of monthly claims bordereaux reports, which must be submitted to KWS by the 15th of the following month.
- VII. Negotiate with the qualified Underwriter or underwriters any other pertinent aspects of the policy that may arise during the term of policy. The broker will ensure that the underwriter confirms the renewal and the terms applicable are as stated in the tender. The broker will ensure the underwriter confirm the renewal terms at least three months prior to expiry of the first year.
- VIII. a) Ensure requests for GENERAL & GROUP LIFE cover amendments and cancellations are effected within twelve (12) hours of request.

- b) Ensure GENERAL & GROUP LIFE insurance certificates and cover notes are received in KWS offices within twelve (12) hours upon request.
- IX. Arrange quarterly meetings to review performance of the policy by 15th of the following quarter.
 - X. Offer advice on the existing insurance programs and advise KWS of new coverage, value added solutions, programs design or innovation.
 - XI. The broker should have full understanding of KWS, its current performance and ongoing strategic plans to ensure cover is held in place and relevant disclosures to the underwriters are made.
 - XII. Carry out Loss Control/Risk Surveys and make appropriate risk improvement recommendation.
 - XIII. Ensure that the sums insured under the policy will be adjustable accordingly by suitable means at the discretion of KWS from time to time. And allow addition of aircrafts to this policy as required.
 - XIV. It shall be generally understood that a claim shall attach to liability covers upon receipt of either a demand letter or summons to enter an appearance by KWS.
 - XV. The broker will ensure appointment of a defense advocate by the recommended underwriter and submit copy of letter appointing advocate to KWS within three (3) days of notification of a demand/summons by KWS.
 - XVI. The broker will ensure immediate appointment of loss adjustor upon notification of a claim. The loss adjustor shall conduct a site visit within 48 hours of appointment.
 - XVII. The broker will ensure a copy of loss adjustors'/assessors preliminary report is submitted to KWS within 7 days of site visit.
 - XVIII. Assign a messenger to collect/deliver insurance mail on daily basis.
 - XIX. Such other service as may be related or ancillary to the due performance of the above work.

Note that failure to meet KWS's expectations on the above during the term of insurance will seriously affect your future participation in all insurance tenders at KWS. Also note that renewal of the contract for the second year, and any other subsequent year depends on the first year performance.

Section F: TECHNICAL REQUIREMENTS AND SPECIFICATIONS

Kenya Wildlife Service GENERAL & GROUP LIFE and Corporate Profile

Kenya Wildlife Service is a State Corporation that was established by the Wildlife (Conservation and Management) Act, 1989 (now repealed and replaced by Wildlife Conservation and Management Act, 2013). The overall mandate of KWS is to conserve and manage wildlife in Kenya.

KWS has both uniformed and non-uniformed employees who mainly operate in remote environment. The uniformed employees comprise of Officers and Rangers who are administered through a command structure similar to that of other Disciplined Forces/Services and are spread out in all parts of the country.

KWS invites bids from interested and eligible Brokers for provision of GENERAL & GROUP LIFE Insurance Brokerage Services for below covers for an initial period of one year renewable for one year, subject to Satisfactory Performance, up to a maximum period of two years.

LOT A

Policy No. 1. GROUP LIFE ASSURANCE POLICY

LOT B

Policy No. 2. GROUP PERSONAL ACCIDENT / WORK INJURY BENEFITS ACT (WIBA) – WIBA PLUS

Policy No. 3. GROUP PERSONAL ACCIDENT (TRUSTEES

Policy No. 4 EMPLOYERS LIABILITY (COMMON LAW)

Policy No. 5 TRAVEL INSURANCE

LOT C

Policy No.6 . FIRE AND SPECIAL PERILS

Policy No. 7 BURGLARY AND HOUSE BREAKING POLICY

Policy No. 8 MONEY INSURANCE

Policy No. 9 PUBLIC LIABILITY

Policy No.10 ELECTRONIC POLICY

Policy No.11 : ALL RISKS INSURANCE POLICY

Policy No.12 : FIDELITY GUARANTEE

LOT D – TENDER WILL BE AWARDED PER POLICY

Policy No.13 MARINE HULL AND LIABILITY

Policy No.14 MOTOR PRIVATE (Third party only)

Policy No.15 MOTOR COMMERCIAL VEHICLES (Third party only)

Policy No.16 MOTOR COMMERCIAL (P.S.V.) Third Party Only

Policy No.17 . MOTOR COMMERCIAL (TPO – SPECIAL TYPE)

- Policy No.18 MOTOR CYCLE INSURANCE (TPO)
- Policy No.19 MOTOR PRIVATE COMPREHENSIVE
- Policy No.20 MOTOR COMMERCIAL COMPREHENSIVE
- Policy No.21 MOTOR COMMERCIAL (P.S.V.) COMPREHENSIVE
- Policy No.22 MOTOR COMMERCIAL (SPECIAL TYPE) COMPREHENSIVE

LOT A

Policy No. 1. GROUP LIFE ASSURANCE POLICY

Cover: Indemnity in respect of an employee's death during the period of insurance and in the course of employment with last expense and critical illness rider.

Insured: Permanent and Pensionable Employees and Employees on Long Term Contracts. The policy to be written on a unit rate basis.

Number: 4,806 Employees
 Annualized Basic Salary Kshs. 2,471,212,068
 Benefits: Death in service -3 year's basic salary

Additional benefits to the Basic GLA Cover-tenderers to propose maximum limits for the benefits below

- (i) Free Last expense Limit –Minimum Kshs. 200,000 per deceased employee
- (ii) Free Permanent and total Disability
- (iii) Free Critical illness- 30 % maximum of kshs million
- (iv) Free Cover Limit – Kshs 10,000,000
- (v) Proposed Waiting Period – Nil
- (vi) **Free** Dependants and Spouse Last Expense
 - Dependants defined - as Spouse and maximum of four named children
 - Last Limit – *tenderers to propose maximum limits for the Dependants Last Expense Cover*
 - Dependant and Spouse Membership Distribution: Number: 4,806 Employees

Membership Distribution: (As At Mar 2018)					
	Spouses	M+1	M+2	M+3	M+4
4806 Employees	3478	3417	2417	1391	671
Total	11,374				

Definition of

- Spouses only one per employee
- Children – from Age 0 to up to 25 years with proof of school enrollment for children over 18 years. Declared disabled dependent children should be covered for as long as the staff is a member of the scheme.

Actual data on staff members plus their salaries will be provided at the contract stage. The bidder is required to indicate the unit rate factor in their financial proposal used at arriving at the quoted annual premium.

Extensive Clauses

- (1) Minimum Accumulation limit – Kshs. 200,000,000/=
- (2) Age limit: 18-70 years
- (3) Disappearance
- (4) Worldwide cover
- (5) Exposure
- (6) Hijack
- (7) Payment on account
- (8) Declaration
- (9) Riot, strike and civil commotion
- (10) Political and Terrorism risks
- (11) Trustees
- (12) 24 hour cover duty or pleasure
- (13) Including aviation risks
- (14) Evacuation within East Africa
- (15) Political risks
- (16) Suicide
- (17) Cancellation (90 days) clause
- (18) Waiver of formal proposal form

GLA and Dependant’s Last Expense Claim Experience

CLAIMS EXPERIENCE				
STAFF GLA			SPOUSE AND DEPENDANT’S LAST EXPENSE(as at April 2018)	
Year	No. of Deaths	GLA and Last Expense Claim Amount Payable Kshs.	No. of Deaths	
			Spouse	Children
2014	20	23,931,800	1(From 2014 Nov)	0(From 2014 Nov)

2015	16	27,836,120	6	12
2016	22	37,315,720	14	36
2017	12	16,576,800	4	25
2018*	7	12,196,040	4	3

* 2018 figures are as at April 2018

LOT B

Policy No. 2. GROUP PERSONAL ACCIDENT / WORK INJURY BENEFITS ACT (WIBA) – WIBA PLUS

Cover: Provides compensation to employees and/or their dependents in the event of death from whatever cause and or accidental injury or occupational illness. Coverage to be on 24 hour basis

Insured: All Staff

Number: 5386

Annualized Earnings (Basic Salary+ Constant Allowances) (Kshs) 3,265,488,316.

The policy to be written on a unit rate basis

Benefits

- (1) Death - 8 years earnings
- (2) Permanent total disablement – 8 years earnings
- (3) Temporary total disablement - weekly earnings up to 52 weeks
- (4) Medical expenses - Kshs. 500,000
- (5) Funeral Expense – Kshs 30,000
- (6) Excess– Kshs 5000 each and every claim

Extensive clauses

- (1) Accumulation Limit Kshs 200,000,000
- (2) Permanent total disablement & Temporary total disablement – Payable together with capital benefit (Double Benefit Extension)
- (3) Including riot, strike and civil commotion,
- (4) Terrorism & Political Risk
- (5) flood, typhoon, volcanic eruption, earthquake and other
- (6) convulsion of nature
- (7) Automatic additions / deletions of staff

- (8) 24 hour cover- world wide -
- (9) Disappearance clause
- (10) Payment on account
- (11) Motor cycling (500 cc)
- (12) -Hijack clause
- (13) Duty or pleasure
- (14) -Exposure clause
- (15) -Amateur sports and games
- (16) -Continental scale
- (17) -Airfares for overseas treatment 100,000
- (18) -Trustee clause
- (19) -Hold up or threat of assault
- (20) Earnings defined as Basic Salary and Constant Allowance
- (21) Age Limit – 18-70
- (22) Mountaineering
- (23) Cancellation Notice 90 Days
- (24) Accidental Discharge of Fire Arms
- (25) Waiver of formal proposal form

Claim Experience

YEAR	NO. OF PAID CLAIMS	GPA CLAIM AMOUNT PAID	COVER TYPE
2013	37	16,074,073	GPA Only
2014	35	11,304,073	GPA Only
2015	37	7,993,772	GPA Only
2016	28	10,948,431	GPA Only - / WIBA Plus
2017	14	17,339,238	WIBA Plus
2018	2	21,575	WIBA Plus

Policy No. 3. GROUP PERSONAL ACCIDENT (TRUSTEES)

Cover: Payments of the benefits as defined in the event of accidental death or bodily injury to the insured persons including riot, strike and malicious damage and medical expenses

Insured: Board of Trustees

Number: 10

Benefits

- (1) Death -Kshs 5,000,000
- (2) Permanent total disablement – Kshs 5,000,000
- (3) Temporary total disablement - weekly earnings up to 104 weeks
- (4) Medical expenses - Kshs. 1,000,000.
- (5) Accumulation limits (any one accident) Kshs. 50,000,000.

Extensive clauses

- (1) Permanent total disablement & Temporary total disablement – Payable together with capital benefit (Double Benefit Extension)
- (2) Including riot, strike and civil commotion,
- (3) flood, typhoon, volcanic eruption, earthquake and other
- (4) convulsion of nature
- (5) Automatic additions / deletions of staff
- (6) 24 hour cover- world wide -
- (7) Disappearance clause
- (8) Payment on account
- (9) Trustee clause
- (10) Motor cycling (500 cc)
- (11) Hijack clause
- (12) Duty or pleasure
- (13) Exposure clause
- (14) Amateur sports and games
- (15) Continental scale
- (16) Airfares for overseas treatment 100,000
- (17) Hold up or threat of assault
- (18) Age Limit – 18-75
- (19) Mountaineering
- (20) Cancellation Notice 90 Days
- (21) Accidental Discharge of Fire Arms
- (22) Waiver of formal proposal form

Claims Experience:

No claim has been made over the last five years.

Policy No. 4 EMPLOYERS LIABILITY (COMMON LAW)

Cover: Indemnity against legal liabilities towards compensation and defense costs in respect to insured's employees who sustain bodily injury by accident, contract disease or die during and in the course of duty.

The interests and sums insured:

All employee including casuals and temporary staff = 5,386

Estimated Annual Earnings = Kshs. 3,265,488,316

Limits of indemnity:

Any one person Kshs. 4,000,000.00

Any one event Kshs. 16,000,000.00

Any one year 30,000,000.00

Extensive clauses:

- (1) Including riots and strike
- (2) Including use of wood working machine
- (3) Including transport of employees to and from work
- (4) Including use of motor cycles
- (5) Including use of motor vehicles
- (6) Including use of fire arms in the course of duty
- (7) Cancellation (90 days) clause
- (8) Waiver of formal proposal form

Claims Experience

One has been made in the past five years matter referred to underwriter.

Policy No. 5 TRAVEL INSURANCE

Cover

To provide insurance abroad for employees and or board members while travelling overseas on official business.

Must be acceptable Worldwide.

Must be issued via online portal.

Cover to include, but not limited to

- (1) emergency repatriation,
- (2) extra accommodation expenses,
- (3) emergency cash,
- (4) legal advice and expenses,
- (5) missed departures,
- (6) bodily injury-Personal Accident,
- (7) personal liability,
- (8) hijack hostage and wrongful detention ,
- (9) loss of luggage,
- (10) luggage delay,
- (11) loss of money

- (12) loss of travel document replacement,
- (13) emergency assistance, e.t.c.
- (14) Cancellation (90 days) clause
- (15) Waiver of formal proposal form

BENEFITS AND SUMS INSURED -Tenderers to provide a schedule of compensation applicable under each benefit section of the policy for each person during each period of travel.

Claims Experience

YEAR	NO. OF PAID CLAIMS	TRAVEL INSURANCE CLAIM AMOUNT PAID
2014	1	12,109
2016	1	20,889

LOT C

Policy No.6 . FIRE AND SPECIAL PERILS

Cover: Loss or damage to insured property by fire, lightning, explosion, earthquake, fire and shock, volcanic eruption and all special perils.

Limits of Cover:

FIRE – VALUE OF ASSETS TO BE INSURED	KSHS
Permanent Non-Residential Buildings -	516,602,970
Permanent Residential Buildings & Equipment -	1,045,429,775
Office Furniture And Equipment -	133,183,660
Workshop Equipment -	7,334,669
Water Supply Systems and Generators -	39,827,113
Plant, Machinery and Other Contents -	213,307,782
Stocks And Materials Including Spares Of Any Description –	65,783,189
KWS Electric Fences	346,753,858
TOTAL SUM INSURED –	<u>2,368,223,016</u>

Extensive Clause

- (1) All Special perils a-h
- (2) Special perils including flood
- (3) Reinstatement value clause
- (4) Rent receivable clause
- (5) Rent payable clause
- (6) Cost of demolition clause (applicable to buildings)
- (7) Reinstatement of loss clause
- (8) Capital additions clause (10%)
- (9) Designation of property clause
- (10) Alterations and repairs clause
- (11) Cost of re-erection clause
- (12) Architects, quantity surveyors and other fees clause
- (13) Earthquake fire and shock
- (14) Standard explosion clause
- (15) Bush fire clause
- (16) Malicious damage extension clause
- (17) Including Riots, strikes and Civil Commotion
- (18) Tenants' clause
- (19) Public authorities clause, County plan scrutiny fees clause
(1,000,000)
- (20) Public utilities clause
- (21) Definition of buildings clause to include KWS Wildlife
Electric Fences
- (22) Mis-description clause
- (23) Fire brigade clause (1,000,000)
- (24) Local authorities
- (25) Debris removal clause
- (26) Temporary removal clause
- (27) Adjoining building clause
- (28) All other contents – Kshs. 1,000,000/=
- (29) Accidental error or omission
- (30) Contract works – Kshs. 10,000,000/=
- (31) Subrogation waiver
- (32) Political and Terrorism risks
- (33) Landlords fixtures and fittings
- (34) Property of employees and visitors – Minimum Kshs.
200,000/= per event
- (35) Goods in trust and or on commission or fees
- (36) Import duty clause
- (37) 72 hours clause
- (38) Overflowing water tanks

- (39) 85% average condition
- (40) Automatic increase (stocks)
- (41) Cancellation (90 days) clause
- (42) Cross liability clause
- (43) Clearing of drains
- (44) Burst pipes
- (45) Impact from aerial devices/aircrafts
- (46) Escalation clause – with no additional premium
- (47) Claims preparation clause – Ksh 500,000
- (48) Non-invalidation
- (49) Spontaneous combustion
- (50) Vehicle loads clause
- (51) Workmen on premises clause
- (52) Change in occupation
- (53) Damage to buildings by theft
- (54) Cost of listing and valuing lost or damaged
- (55) Goods held in trust, Customers property whilst in the hands of Insured –Kshs. 5,000,000
- (56) Deletion of petrol and mineral oil Warranty
- (57) Deletion of un-occupancy condition
- (58) Electrical clause III
- (59) Earthquake, Flood, Storm and sprinkler Leakage Clause
- (60) Escalation Clause -10% at no additional premium
- (61) Goods in the open or open sided buildings
- (62) Immediate repairs clause
- (63) Landscaping costs - additional cost incurred in landscaping following damage – Kes. 2,000,000
- (64) Loss or damage to patterns, models, moulds, dies, jigs, templates or lasts
- (65) Output replacement Clause
- (66) Public authorities
- (67) Rental Value
- (68) Definition of windstorm to include storm surge
- (69) Workmen on premises clause
- (70) Waiver of formal proposal form

Claims Experience

YEAR	NO. OF INCIDENTS REPORTED	CLAIM AMOUNT PAID
2013	2	3,923,504
2014	2	3,948,007

2015	1	Claim Pending Settlement
2016	1	100,536.04
2017	3	993,347. (Two claims pending settlement)
2018	2	Both Claims pending Documentation

Policy No. 7 BURGLARY AND HOUSE BREAKING POLICY

Cover: Loss or damage of property insured resulting from forcible or violent entry/exit from premises.

Insured

Telecommunication Equipment
Workshop Equipment
Office furniture and equipment
Stocks and Materials including spares of any description
Electronic equipment
Other contents

Total sum assured - Kshs. 100,000,000

First loss sum assured - Kshs. 2,000,000

Extensive Clauses

- (1) Reinstatement of loss
- (2) Damage to buildings
- (3) Temporary removal
- (4) Goods held in trust or on commission
- (5) Automatic deletion / addition
- (6) Property in the open
- (7) Hold / assault cover clause
- (8) Automatic reinstatement
- (9) Books and Safe
- (10) Designation of property
- (11) Including collusion
- (12) Including goods in open/out building
- (13) Other tenants
- (14) Including riot, strike and civil commotion
- (15) Political and Terrorism risks
- (16) 85% Average condition
- (17) Reinstatement of value
- (18) Automatic deletion/addition
- (19) Property in open

- (20) Goods held in trust or on commission
- (21) Hold/assault cover clause
- (22) Amendment of Watchman warranty
- (23) Cancellation (90 days) clause
- (24) Waiver of formal proposal form

Claims Experience

Two small claims have been settled in the past Total claim amount less than 50,000

Policy No. 8 MONEY INSURANCE

Cover: Loss of money belonging to the insured or for which they are responsible in the situation specified and loss of or damage to safes from any cause.

Money definition: bank and currency notes, cheques, postal stamps, traveler's cheques, securities, gift vouchers, money orders, negotiable certificates, deposit, treasury bills, NHIF / KRA stamps all belonging to the insured.

Insured interest:	Kshs.
Cash wages in transit	<u>- 5,000,000.00</u>
Cash in locked safes/strong room	<u>- 10,000,000.00</u>
Cash in premises during working hours	<u>- 10,000,000.00</u>
Gate collections at any one time	<u>- 1,000,000.00</u>
Cash in premises out of safe out of business hours -	500,000.00
Cash in custody of authorized staff -	<u>500,000.00</u>
Contents of franking machines -	<u>20,000.00</u>
NHIF and other stamps -	<u>100,000.00</u>
Loss/damage to safe/strong room -	<u>200,000.00</u>

Estimated annual carry - 2,500,000,000.

Extensive Clauses

- (1) Including riots, strikes and civil commotion
- (2) Political Risks
- (3) Including cash records held elsewhere than in the safe
- (4) Including keys clause
- (5) Including loss by armed hold up
- (6) Infidelity of employees
- (7) Including loss of clothing and employers effects
- (8) Basis of Valuation
- (9) Cash - Indemnity

- (10) Safes – Reinstatement of value
- (11) Including PVT Risks
- (12) Including cash records held elsewhere than in the safe
- (13) Infidelity of employees –discovery 72hours
- (14) Cancellation (90 days) clause
- (15) Waiver of formal proposal form

Claims Experience:

One claim in the past five years for Kshs. 50,000

Policy No. 9 PUBLIC LIABILITY

Covers legal liability in respect of accidental death, bodily injury/illness or loss or damage of property of third parties including legal expenses.

Limit of Indemnity

	Any One Claim	Any One Period
General liability: 500,000,000.00		Unlimited
Food & drinks	2,000,000.00	

Extensive Clauses

- (1) Guest effects -100,000.00
- (2) Delivery risks
- (3) Fire and explosion clause
- (4) Water, pollution, flood and fume
- (5) Food and drinks
- (6) Defective sanitary installation
- (7) Goods in transit }
- (8) Loading and unloading of goods
- (9) Liability for acts of subcontractors
- (10) Wild Animals liability extension
 - i. 1,000,000.00 Any one individual claim
 - ii. 10,000,000.00 any one period of insurance
- (11) Sale of goods
- (12) Social clubs and sports
- (13) Consignment
- (14) Machinery and plant equipment liability clause
- (15) Leased premises clause
- (16) First Aid treatment and Medical treatment }
- (17) Hoteliers/Tour Agents/Operators

- (18) Property owners liability
- (19) Car park liability
- (20) Floods, fumes and accidental pollution
- (21) Bodily injury extension
- (22) Goods in trust and or on commission or fees
- (23) Late claims notification
- (24) Cancellation (90 days) clause
- (25) Lifts & Hoists
- (26) Including products liability
- (27) Visits abroad
- (28) Executive staff liability
- (29) Private work for directors
- (30) Insured premises including work away
- (31) Food/beverage supplied
- (32) Fire & explosion
- (33) Including costs and legal fees for defense of claim
- (34) Loading and unloading
- (35) Plant hired in/out
- (36) Temporary visits abroad
- (37) Garage keepers liability
- (38) Machinery and plant
- (39) Member to Member Clause Defective workmanship
- (40) Waiver of formal proposal form

Claims Experience

No claim has been made in the past five years

Policy No.10 ELECTRONIC POLICY

Cover: unforeseen loss or damage to machinery by any accidental cause while working, at rest, dismantling or reassemble for maintenance, movement or repair.

Insured interests

Electronic data processing equipment - 99,279,068
 Increased cost of working - 2,000,000.00

Extensive Clauses

- (1) Including transit risks
- (2) Riot, civil commotion and strike
- (3) Earthquake extension
- (4) Including theft

- (5) Expecting and overtime expenses
- (6) Reinstatement of loss
- (7) Reinstatement values clause
- (8) Mechanical and electrical clause
- (9) Delay in repair
- (10) Airfreight
- (11) Automatic additions/deletions
- (12) Agreed value basis
- (13) Transit risks
- (14) Fire and lightning
- (15) Landslide
- (16) Mobile and portable equipment
- (17) Overtime, night work, express freight
- (18) Data recovery
- (19) Political Violence and Terrorism risks
- (20) Cancellation (90 days) clause
- (21) Waiver of formal proposal form

Claims Experience

No Claim reported in the last five years

Policy No.11 : ALL RISKS INSURANCE POLICY

COVER :Indemnity against loss or damage to the specified property as a result of any cause.

Interest and sum insured:

VALUE OF ASSETS TO BE INSURED	(Kshs.)
Scientific and audio visual equipment –	41,497,251
Telecommunication & survey equipment - Laptops, multimedia projectors, copiers	52,135,592
and other office equipment -	99,279,068
Wildlife Protection Equipment	97,272,733
TOTAL SUM INSURED	290,184,645

Special clauses:

- (1) Automatic additions / deletions clause
- (2) Unattended motor vehicle clause
- (3) Reinstatement of loss clause
- (4) Including goods held in trust
- (5) Including hold up or threat of assault.
- (6) Basis of Settlement: Reinstatement of value / New for Old
- (7) Including reinstatement of loss
- (8) Including Fire and allied perils
- (9) Including Theft and Hold up
- (10) Location: Worldwide
- (11) Deletion of Locked Car Boot Clause
- (12) Cancellation (90 days) clause
- (13) Waiver of formal proposal form

Claim Experience

YEAR	NO. OF INCIDENTS PAID / DV ISSUED	CLAIM AMOUNT PAYABLE
2013	5	274,141
2014	3	244,627
2017	1	67,899

Policy No.12 : FIDELITY GUARANTEE

Cover: Indemnity against loss of money and/ or stock and/ or stores caused by fraud or dishonesty of the insured employees.

Insured Persons

Cash handlers - 94

Stock handlers - 47

Others (Rangers, Clerks, Accountants, etc) - 141

Limits of indemnity

Any one person 3,000,000.

In aggregate 10,000,000.

Extensive Clause

- (1) Automatic additions/deletions of staff
- (2) Reinstatement of loss

- (3) Auditors fees extension
- (4) Minimum Discovery period limit of 12 months
- (5) Including loss of stores, stock and other property
- (6) Collusion with others
- (7) Claims preparations costs- kshs. 100,000
- (8) Cancellation (90 days) clause
- (9) Waiver of formal proposal form

Claim Experience

YEAR	NO. OF INCIDENTS PAID / DV ISSUED	CLAIM AMOUNT PAYABLE
2016	1	Claim(s) under documentation
2017	2	“
2018	0	n/a

LOT D – TENDER WILL BE AWARDED PER POLICY

Policy No.13 MARINE HULL AND LIABILITY

Cover: Indemnity against loss of or damage to vessels as declared including legal liabilities to third parties and passengers

Sum assured: as per attached schedule

Limits of Liability:

- Personal effects (per event) - 100,000.00
- Third party Injury and property damage (per accident) - 10,000,000.00
- Passenger liability limit (per event) - 10,000,000.00
- Passenger liability (Aggregate Liability) – unlimited

Uses of these vessels:

- To transport School / College students and Organized parties to conservation areas at a token fee.
- all conservation park activities including security patrols.

Extensive Clauses

- (1) Including riots, strikes and civil commotion
- (2) Including war risks
- (3) Including institute motor boat clauses

- (4) Including dropping off of out board engine
- (5) Institute yacht clauses
- (6) Including transit by road
- (7) Including road trailer
- (8) Loading and unloading
- (9) Cancellation clause (90 Days)
- (10) Dropping of Out-board engine
- (11) Institute War clauses
- (12) Political and Terrorism risks
- (13) Waiver of formal proposal form

The insurance schedule

BOAT LISTING*	
Approximate Number of Passengers to be covered.	To Be Advised
Total Value of Boats Hulls	To Be Advised
Approximate Number of Certified Vessels in the fleet	12 Units
Total Value of Boats Engines	To Be Advised
Approximate Number of Engines to be covered	

* The actual number of units and sum insured per vehicle/vessel and class will be declared at Inception

Claims Experience:

YEAR	NO. OF INCIDENTS	CLAIM AMOUNT PAID
2013	0	0
2014	1	158,515
2015	0	0

Policy No.14 MOTOR PRIVATE (Third party only)

Cover: Legal liability to third parties arising out of use of motor vehicle owned and/or operated by the insured

Approximate Number of Vehicles to be covered: 166 Units* (Saloons and Double Cab Pick-Ups)

* The actual number of units and sum insured per vehicle/vessel and class will be declared at Inception

Limit of liability:

Third party persons - Unlimited

Third party property - 5,000,000.00

Passengers (per person) - 4,000,000.00

(Per event) - 10,000,000.00

Extensive Clauses

- (1) Including war risks
- (2) Including riots, strikes and civil commotion
- (3) Political and Terrorism risks
- (4) Cancellation clause (90 Days)
- (5) Waiver of formal proposal form

Policy No.15 MOTOR COMMERCIAL VEHICLES (Third party only)**Cover:**

Legal liability to third parties arising out of use of motor vehicle owned and/or operated by the insured

Approximate Number of Vehicles to be covered: 278 Units

Broken Down as Below:

Prime Mover	2
Lorries	57
Single Cab Pick Ups	219
<u>Total</u>	<u>278</u>

* The actual number of units and sum insured per vehicle/vessel and class will be declared at Inception

Limits of liability –

Third party persons - unlimited

Third party property - Kshs. 10,000,000

Passenger (per person) - KShs. 2,000,000

(Per event) - KShs. 20,000,000

Extensive Clauses

- (1) Including war risks
- (2) Including riots, strikes and civil commotion
- (3) Political and Terrorism risks
- (4) Cancellation clause (90 Days)
- (5) Waiver of formal proposal form

Policy No.16 MOTOR COMMERCIAL (P.S.V.) Third Party Only

Approximate Number of Vehicles to be covered: *

30 Units With Approximately 1230 Passengers to be insured against Third Party Liability for the entire fleet.

* The actual number of units and sum insured per vehicle/vessel and class will be declared at Inception

Cover:

-Legal liability to third parties and passengers arising out of use of motor vehicle owned and / or operated by the insured.

Uses of these vehicles to Include:

- To transport School / College students and Organized parties to conservation areas at a token fee.
- To transport the employees to and from workplace and to various destinations as required.

Limits of Indemnity: Third party persons injury - Unlimited

Third party property damage - Kshs. 20,000,000

Passenger (per person) -Kshs. .2,000,000.

Per event - Unlimited

Extensive Clauses

- (1) Including war risks
- (2) Including riots, strikes and civil commotion
- (3) Political and Terrorism risks
- (4) Cancellation clause (90 Days)
- (5) Waiver of formal proposal form

Policy No.17 . MOTOR COMMERCIAL (TPO – SPECIAL TYPE)

Farm Tractors, Graders, and Trailers

Approximate Number of Vehicles to be covered: 83 Units*

* The actual number of units and sum insured per vehicle/vessel and class will be declared at Inception

Cover:

--Legal liability to third parties and passengers arising out of use of motor vehicle owned and / or operated by the insured

Limits of Indemnity: Third party persons - unlimited

Third party property - Kshs. 20,000,000.00

Extensive Clauses

- (1) Including war risks
- (2) Including riots, strikes and civil commotion
- (3) Political and Terrorism risks
- (4) Cancellation clause (90 Days)
- (5) Waiver of formal proposal form

Policy No.18 MOTOR CYCLE INSURANCE (TPO)

Approximate Number of Motor Cycles to be covered: 182 Units*

* The actual number of units and sum insured per vehicle/vessel and class will be declared at Inception

Cover:

-Legal liability to third parties and passengers arising out of use of motor vehicle owned and / or operated by the insured.

Limits of liability:

Third party property - Kshs. 2,000,000

Passenger (per person) - KShs. 2,000,000

Third party persons - Unlimited

Extensive Clauses

- (1) Including war risks
- (2) Including riots, strikes and civil commotion
- (3) Political and Terrorism risks
- (4) Cancellation clause (90 Days)
- (5) Waiver of formal proposal form

Policy No.19 MOTOR PRIVATE COMPREHENSIVE

POLICY	Motor Private Comprehensive – Saloon & Double Cab
PERIOD	TBA
SCOPE OF COVER	Accidental damage including fire, theft and third-party injury and or property damage on agreed value as per the policy
SUM ASSURED*	Units 30 Values: 90,692,300
EXCESS	(1) Own damage & Partial Theft: 2.5% of Sum Assured. Min – Kshs 15,000/= Maximum – Kshs 100,000/= (2) Theft Claims: 10% of Sum Assured, Min Kshs 20,000/= with anti-theft device. 20% of Sum Assured, Min Kshs 20,000/= without anti-theft device.

	<p>(3) New and Young Drivers: Additional excess – Kshs 5,000/= under 21 year.</p> <p>(4) Third Party Property Damage: Kshs. 7,500/=</p> <p>(5) Third Part Injury Claim: Nil</p>
CANCELLATION NOTICE	Ninety (90) Days
EXTENSIONS	<p>(1) Cover for riot & strike, Civil commotion,</p> <p>(2) Flood, Typhoon, Hurricane, Volcanic eruption and Earthquake,</p> <p>(3) Use by Motor trader,</p> <p>(4) No Blame No Excess,</p> <p>(5) Free Excess Protector</p> <p>(6) Free PVT.</p>
GEOGRAPHICAL AREA	East Africa – In respect of loss or damage to vehicle
EXTENSIVE CLAUSES	<p>(1) Free Valuation Report</p> <p>(2) Adoption of KWS Pre-Approved garages</p> <p>(3) Third Party Persons: Unlimited</p> <p>(4) Third Party Property: 10,000,000.00</p> <p>(5) Passengers Legal Liability: 3,000,000.00 per person 20,000,000. Maximum</p> <p>(6) Towing Charges: 30,000.00 within Nairobi 50,000.00. outside Nairobi</p> <p>(7) Repair Authority: 30,000.00</p> <p>(8) Medical Expenses: 50,000.00</p> <p>(9) Window Glass, Windscreen, Wing Mirrors replacement/reimbursement : Maximum Kshs. 100,000.00</p> <p>(10) Automatic Radio Cassette Cover Replacement: Maximum Kshs 50,000.00</p>
REMARKS	Indicate premium unit rate in the Financial Proposal

* The actual number of units and sum insured per vehicle/vessel and class will be declared at Inception

Policy No.20 MOTOR COMMERCIAL COMPREHENSIVE

POLICY	Motor Commercial Comprehensive Insurance-Single Cab Pick ups
PERIOD	Effective Date: TBA – Expiry Date 31st October 2018 (KWS policy motor policy expiry date)
SCOPE OF COVER	Indemnity against loss of or damage to motor vehicles (pick-ups) and legal liability arising out of pick-ups/utility vehicles owned or operated by KWS.
INTEREST AND SUM INSURED*	Units 55 Values: 272,031,680

LIMITS OF LIABILITY	<ul style="list-style-type: none"> (i) Liability to third Parties, Death or Bodily injury.....Unlimited (ii) Third Party Property.....Kshs. 10 million (iii) Third party liability, Any one event.....the aggregate amount of indemnity to all persons indemnified (iv) Passenger Liability, Per Passenger..... Kshs. 4 million (v) Passenger Liability, Per Event.....the Aggregate (total) amount of indemnity to all the persons indemnified (vi) Protection, recovery and removal.....Kshs.100,000/= (vii) Repair Authority.....Kshs.100,000/= (viii) Medical Expenses..... Kshs.100,000/= (ix) Radio Cassette.....Kshs.50,000/= (x) Windscreen/window glass.....Kshs. 50,000/=
EXCESS	<ul style="list-style-type: none"> a) Own damage 2.5% of loss maximum Kshs.150,000/= b) Total loss(own damage) 2.5% of sum insured maximum Kshs.150,000/= c) Third party property damage – kshs. 10,000/= d) Theft with anti-theft device 5% sum insured maximum kshs.50,000/= e) Theft without anti-theft device 10% of sum insured maximum kshs.100,000/= f) Young/inexperienced driver kshs. 10,000/= g) Free Excess Protector h) Free PVT i) Third party personal injuries: NIL
CANCELLATION NOTICE	Ninety (90) Days
EXTENSIVE CLAUSES	<ul style="list-style-type: none"> 1. Free Valuation Report 2. Adoption of KWS Pre-Approved garages 3. legal liability to Third parties 4. Liability of passengers(for passengers acts of negligence) 5. Indemnity to legal representatives in case of death of insured 6. Strike, riot and civil commotion extension 7. Indemnity whilst vehicle is in the custody or control of a

	motor trader 8. Windscreen/window glass damage 9. Unspecified radio/cassette 10. Replacement parts(accessories and spare parts) 11. All special perils 12. Financier's interest 13. Protection, recovery and removal after an accident 14. Repair Authority 15. Medical Expenses 16. Towing disabled vehicles 17. Representation and defense 18. Waiver of formal proposal form 19. Political Risks 20. sabotage and terrorism Extension 21. Geographical area-East Africa 22. Legislation 23. Authorized driver
Remarks	Indicate premium unit rate in the Financial Proposal

* The actual number of units and sum insured per vehicle/vessel and class will be declared at Inception

Policy No.21 MOTOR COMMERCIAL (P.S.V.) COMPREHENSIVE

POLICY	Motor Commercial Comprehensive -Buses
PERIOD	TBA
SCOPE OF COVER	Indemnity against loss of or damage to motor vehicle (Buses), accessories or its spare parts while in or on the vehicle(s) and legal liability to third parties arising out of buses owned or operated by KWS.
USE OF VEHICLE	Uses of vehicles: - To transport School / College students and Organized parties to conservation areas at a token fee. -To transport the employees to and from workplace and to various destinations as required.
INTEREST AND SUM INSURED*	Units: 11 Total Value: 37,000,000 Passengers: 549
LIMITS OF LIABILITY	(i) Liability to third Parties, Death or Bodily injury.....Unlimited

	<p>(ii) Third Party Property.....Kshs. 10 million</p> <p>(iii) Third party liability, Any one event.....aggregate amount of indemnity to all persons indemnified</p> <p>(iv) Passenger Liability, Per Passenger..... Kshs. 4 million</p> <p>(v) Passenger Liability, Per Event.....the Aggregate (total) amount of indemnity to all the persons indemnified</p> <p>(vi) Protection, recovery and removal.....Kshs.100,000/=</p> <p>(vii) Repair Authority.....Kshs.100,000/=</p> <p>(viii) Medical Expenses..... Kshs.100,000/=</p> <p>(ix) Radio Cassette.....Kshs.50,000/=</p> <p>(x) Windscreen/window glass replacement/reimbursementKshs. 50,000/=</p>
EXCESS	<p>(a) Own damage....2.5% of loss Maximum Kshs.100,000/=</p> <p>(b) Total loss (own damage) 2.5% of loss Maximum Kshs.100,000/=</p> <p>(c) Third party property damage.....10,000/=</p> <p>(d) Theft with anti-theft device.....5 % of loss maximum Kshs.50,000</p> <p>(e) Theft without anti-theft device...10% of loss maximum Kshs.100,000</p> <p>(f) Young/inexperienced driver.....10,000/=</p> <p>(g) Third party personal injuries.....NIL</p> <p>j) Free Excess Protector</p> <p>k) Free PVT.</p>
CANCELLATION NOTICE	Ninety (90) Days
APPLICABLE CLAUSES	<ol style="list-style-type: none"> 1. Free Valuation Report 2. Adoption of KWS Pre-Approved garages 3. legal liability to Third parties 4. Liability of passengers(for passengers acts of negligence) 5. Indemnity to legal representatives in case of death of insured 6. Strike, riot and civil commotion extension 7. Indemnity whilst vehicle is in the custody or control of a motor trader 8. Windscreen/window glass damage replacement/reimbursement

	9. Unspecified radio/cassette 10. Replacement parts(accessories and spare parts) 11. All special perils 12. Financier's interest 13. Protection, recovery and removal after an accident 14. Repair Authority 15. Medical Expenses 16. Towing disabled vehicles 17. Representation and defense 18. Waiver of formal proposal form 19. Personal effects.....Kshs.100,000/ 20.Political Risks 21. sabotage and terrorism Extension 22.Geographical area-East Africa 23.Legislation 24.Authorized driver 25.Lock clause
REMARKS	Indicate premium unit rate in the Financial Proposal

* The actual number of units and sum insured per vehicle/vessel and class will be declared at Inception

Policy No.22 . MOTOR COMMERCIAL (SPECIAL TYPE) COMPREHENSIVE

POLICY	Motor Commercial Comprehensive (Special type)
PERIOD	TBA
SCOPE OF COVER	Indemnity against loss of or damage to motor vehicles (Ambulances & Fire Engines) and their accessories and/or spare parts and Legal liability to third parties arising out of special type motor vehicles owned or operated by the Authority.
INTEREST AND SUM INSURED	Units 2 Sum Insured 12,344,600
LIMITS OF LIABILITY	1. Liability to third Parties, Death or Bodily injury.....Unlimited 2. Third Party Property.....Kshs. 10 million 3. Third party liability, Any one event.....the aggregate amount of indemnity to all persons indemnified 4. Passenger Liability, Per Passenger..... Kshs. 4 million 5. Passenger Liability, Per Event.....the Aggregate

	<p>(total) amount of indemnity to all the persons indemnified</p> <p>6. Protection, recovery and removal.....Kshs.100,000/=</p> <p>7. Repair Authority.....Kshs.100,000/=</p> <p>8. Medical Expenses..... Kshs.100,000/=</p> <p>9. Radio Cassette.....Kshs.50,000/=</p> <p>10. Windscreen/window glass.....Kshs. 50,000/=</p> <p>11. Free Excess Protector</p> <p>12. Free PVT</p>
EXCESS	<p>(i) Own damage 2.5% of claim amount, maximum Kshs.75,000</p> <p>(ii) Total loss (own damage) 2.5% of sum insured, maximum Kshs.50,000</p> <p>(iii) Third party property damage - 10,000/=</p> <p>(iv) Theft with anti-theft device -5% of sum insured maximum Kshs.50,000</p> <p>(v) Theft without anti-theft device 10% of sum insured, maximum Kshs.50,000</p> <p>(vi) Young/inexperienced driver- 10,000/=</p> <p>(vii) Third party personal injuries: NIL</p>
CANCELLATION NOTICE	Ninety (90) Days
Remarks	Indicate premium unit rate in the Financial Proposal

EXTENSIVE CLAUSES	<ol style="list-style-type: none"> 1. Free Valuation Report 2. Adoption of KWS Pre-Approved garages legal liability to Third parties 3. Liability of passengers(for passengers acts of negligence) 4. Indemnity to legal representatives in case of death of insured 5. Strike, riot and civil commotion extension 6. Indemnity whilst vehicle is in the custody or control of a motor trader 7. Windscreen/window glass damage 8. Unspecified radio/cassette 9. Replacement parts(accessories and spare parts) 10. All special perils 11. Financier's interest 12. Protection, recovery and removal after an accident 13. Repair Authority 14. Medical Expenses 15. Towing disabled vehicles 16. Representation and defense 17. Waiver of formal proposal form 18. Personal effects.....Kshs.100,000/= 19. Political Risks 20. sabotage and terrorism Extension 21. Geographical area-East Africa 22. Legislation 23. Authorized driver 24. Lock clause
Remarks	Indicate premium unit rate in the Financial Proposal

* The actual number of units and sum insured per vehicle/vessel and class will be declared at Inception

Section G: - FINANCIAL PROPOSAL - PRICE SCHEDULE FOR GENERAL & GROUP LIFE INSURANCE SERVICES

Table of price schedule for insurance services to be completed by the underwriter

LOT A – TO BE AWARDED PER LOT			
POLICY DESCRIPTION	Premium Unit Rate	Policy Deductible/Excess In Percentage / And Minimum In Ksh	Remarks
Policy No. 1. GROUP LIFE ASSURANCE POLICY			

LOT B – TO BE AWARDED PER LOT				
POLICY DESCRIPTION	Premium Rate	GROSS PREMIUM	Policy Deductible/Excess In Percentage / And Minimum In Ksh/USD.	Remarks
Policy No. 2. GROUP PERSONAL ACCIDENT / WORK INJURY BENEFITS ACT (WIBA) – WIBA PLUS				
Policy No. 3. GROUP PERSONAL ACCIDENT (TRUSTEES)				
Policy No. 4 EMPLOYERS LIABILITY (COMMON LAW)				
Policy No. 5 TRAVEL INSURANCE	Attach Travel Signed Insurance Brochure & Rate table			

LOT C- TO BE AWARDED PER LOT

POLICY DESCRIPTION	Premium Rate	GROSS PREMIUM	Policy Deductible/Excess In Percentage / And Minimum In Ksh	Remarks
Policy No.6 . FIRE AND SPECIAL PERILS				
Policy No. 7 BURGLARY AND HOUSE BREAKING CY				
Policy No. 8 MONEY INSURANCE				
Policy No. 9 PUBLIC LIABILITY				
Policy No.10 ELECTRONIC POLICY				
Policy No.11 : ALL RISKS INSURANCE POLICY				
Policy No.12 : FIDELITY GUARANTEE				

LOT D – TENDER WILL BE AWARDED PER POLICY

POLICY DESCRIPTION	Premium Rate(S)	Policy Deductible/Excess In Percentage / And Minimum In Ksh	Remarks
Policy No.13 MARINE HULL AND LIABILITY			
Policy No.14 MOTOR PRIVATE (Third party only)			
Policy No.15 MOTOR COMMERCIAL VEHICLES (Third party only)			
Policy No.16 MOTOR COMMERCIAL (P.S.V.) Third Party Only			
Policy No.17 . MOTOR COMMERCIAL (TPO – SPECIAL TYPE)			
Policy No.18 MOTOR CYCLE INSURANCE (TPO)			
Policy No.19 MOTOR PRIVATE COMPREHENSIVE			
Policy No.20 MOTOR COMMERCIAL COMPREHENSIVE			
Policy No.21 MOTOR COMMERCIAL (P.S.V.) COMPREHENSIVE			

Instructions On the Price Schedule:

- I. Premium rate **MUST** be indicated.
- II. Attach the proposed Underwriter's signed quotation for each policy.

Section H: - TENDER TECHNICAL EVALUATION

Stage One: Mandatory Requirements

A. Brokers' Mandatory Criteria

To be eligible for this procurement the Broker **must** meet the following requirements

MANDATORY REQUIREMENTS FOR THE BROKER
i. Certificate of business registration [certificate of incorporation for the Broker]. Tenderers should have been in existence for at least the last Seven (7) years.
ii. Certificate of registration with the Insurance Regulatory Authority for years 2018, 2017 and 2016- The copies submitted must be certified by the issuing office.
iii. Current membership certificate from Association of Insurance Brokers of Kenya- For years 2018, 2017 and 2016-. The copies submitted must be certified by the issuing office.
iv. Copy of the Current Professional Indemnity policy document with a limit of not less than Kenya shillings 100,000,000.
v. Premium turnover- a) General Insurance Brokerage Services - For brokers proposing offering any General Insurance Brokerage Services- Non-Motor General Premiums brokered over each of the last Two years (August 2018 – January 2018, 2017, 2016) must have been at least Kshs. 100 million per year (excluding motor vehicle portfolio and KWS premium). b) Group Life Insurance Brokerage Services - For brokers proposing to offer the Group Life Insurance Brokerage Services (Long-Term Business)- Life Premiums brokered in each of the last Two years (August 2018 – January 2018, 2017, 2016) was at least Kshs. 30 million per year excluding pensions and annuity classes.
vi. Current valid KRA Tax Compliance Certificate for the Broker.
vii. NHIF compliance certificate current as at the deductions for the month March 2018.
viii. NSSF compliance certificate current as at the deductions for the month March 2018.
ix. Brokers audited and unqualified financial statements for the period 2016 and 2017.
x. The technical bid documents must be accompanied by a bid security of Kshs 300,000 in its original form
xi. The Brokers shall submit a certified copy of CR12

xii. The broker shall submit a letter from the proposed underwriter’s Principal Officer(s) authorizing the Broker to submit the underwriter’s General and/or Group Life Insurance quotation under this tender
<p>xiii.Undertakings by the Broker</p> <p>a) Statement by the brokerage firm’s Principal Officer confirming that all information supplied is accurate and that any material misrepresentation could lead to policy cancellation.</p> <p>b) Statement by the brokerage firm’s Principal Officer confirming that processing of any claims during the duration of the policy shall not exceed the claims processing period given in Scope of Services.</p> <p>c) The Broker will render services to KWS until all the claims that fall under the Broker’s period of insurance are fully settled.</p>
xiv. Note: Bidders with any unpaid claims (fully documented and unpaid for more than 21 days as at the tender closing date) with Kenya Wildlife Service will be disqualified. The bidders should confirm with the proposed Underwriters that they do not have unpaid claims with KWS.

B. Underwriters’ Mandatory Requirements

Only underwriters proposed by the Brokers who met the mandatory requirements in **Section B. 2.3** will be evaluated.

The underwriter must have met the below mandatory requirements in order to proceed to the next stage of the evaluation.

MANDATORY REQUIREMENTS FOR THE PROPOSED UNDERWRITER	
i.	Copy of certificate of registration under the Companies Act.
ii.	Certified copy of Registration with the Insurance Regulatory Authority for year 2018 and must have been in existence and underwriting the General and/or Group Life business for a minimum period of 10 years. The copy must be certified by the office of the regulator of the insurance regulatory authority/commissioner of insurance.
iii.	Certified copy of Registration as member of Association of Kenya Insurers (AKI) for year 2018
iv.	A copy of the current and valid KRA Tax Compliance Certificate for the proposed underwriter.

v.	Certified copies of latest audited financial statements
vi.	<p>Premium turnover</p> <p>a) General Insurance Policies - For underwriters proposing to offer any General Insurance Policies- Non-Motor General Insurance Premiums underwritten over each of the last Two years (August 2018 – January 2018, 2017, 2016) must have been at least Kshs. 500 million per year (excluding motor vehicle portfolio and KWS premium).</p> <p>b) Group Life Insurance Policy - For underwriters proposing to offer the Group Life Insurance Policy (Long-Term Business)- Group Life Premiums underwritten in Kenya in each of the last Two years was at least Kshs. 300 million per year excluding pensions, annuities and individual life classes.</p>
vii.	<p>Paid Up Capital The recommended underwriter shall submit documentary evidence of paid -up capital of at least Kshs. 300 million.</p>
viii.	<p>Unpaid Claims: The Procuring Entity shall take into consideration the past performance of the underwriters in regard to claims settlement. Underwriters with unpaid claims (fully documented but still unpaid for more than 21 days as at the tender closing date) will be rejected at this stage.</p>

Stage Two: Technical Evaluation Criteria

	TECHNICAL CRITERIA	SCORING CRITERIA	TOTAL (Max Points)
1. Relevant experience of the brokerage firm. (Maximum 5)			
	An outline of experience on provision of GENERAL & GROUP LIFE Insurance underwriting services for the last 10 years. List the names of the clients, size of the account, period of insurance, and references.	5	5
2. Staff qualifications and experience			
	a) Team leader (Maximum 10 points) If Nominated the team leader is the Principal Officer/CEO AND	2	10
	-Graduate and ACII or AIIK qualification, with at least 15 years' experience in the insurance industry	8	
	-Graduate and ACII or AIIK qualification, with 11-14 years' experience in the insurance industry	7	
	-Graduate and ACII or other insurance qualification, with 10 years' experience.	6	
	-Non-Graduate and Non-ACII or AIIK qualification.	3	
	b) Senior manager with (Maximum 8 points) -Graduate or ACII or AIIK qualification, with at least 11 years' experience in the insurance industry.	8	8
	-Graduate or ACII or AIIK qualification, with 7-10 years' experience in the insurance industry.	7	

	-Graduate or ACII or AIIK qualification, with 7 years' experience in the insurance industry -Non-Graduate and Non-ACII or AIIK qualification.	6 3	
	c) Two technical Underwriting and Claims staff each with (Maximum 8 points) -University Degree, with at least 8 years' experience the insurance industry and demonstrated progress in ACII or AIIK qualification -University Degree, with between 5-8 years' in the insurance industry and demonstrated progress in ACII or AIIK qualification. -University Degree, with 5 years' in the insurance industry and demonstrated progress in ACII or AIIK qualification. -Non-Graduate and Non-ACII or AIIK qualification.	8 7 6 3	8
3. A. Broker's GENERAL & GROUP LIFE Client Size numbers (Maximum 16 points)			
	- at least top 8 largest current clients with total GENERAL & GROUP LIFE Insurance premium (Excluding Motor and Pensions Premium) value of over Kshs. 180 Million - at least top 8 largest current clients with total GENERAL & GROUP LIFE Insurance premium (Excluding Motor and Pensions Premium) value of between Kshs. 150 Million and Kshs. 180 Million - at least top 8 largest current clients with total GENERAL & GROUP LIFE Insurance premium (Excluding Motor and Pensions Premium) value of between Kshs. 130 Million and Kshs. 150 Million - at least top 8 largest current clients with total GENERAL & GROUP LIFE	16 14 12 8	16

	Insurance premium (Excluding Motor and Pensions Premium) value of below Kshs. 130 Million												
4. Scope of Service (Maximum 20 points)													
	Conformity to SECTION E: SCOPE OF SERVICES												
	Each Scope 0.5 Point. (Max 10 Points)	10											
	Additional 10 point for Value Added Service Proposed	10	20										
5. Proposed Covers (Maximum 137 points)													
	Proposed cover- detailed policy enhancements, completeness, terms and conditions of covers.												
	<table border="1"> <thead> <tr> <th>LOT A</th> </tr> </thead> <tbody> <tr> <td>Policy No. 1. GROUP LIFE ASSURANCE POLICY</td> </tr> <tr> <td>-With Spouse / Dependants last Expense Minimum Limit of kshs. 0- Kshs. 10,0000</td> </tr> <tr> <td>--With Spouse / Dependants last Expense Minimum Limit of kshs. 10,000- Kshs. 20,0000</td> </tr> <tr> <td>--With Spouse / Dependants last Expense Minimum Limit of over kshs. 20,000</td> </tr> </tbody> </table>	LOT A	Policy No. 1. GROUP LIFE ASSURANCE POLICY	-With Spouse / Dependants last Expense Minimum Limit of kshs. 0- Kshs. 10,0000	--With Spouse / Dependants last Expense Minimum Limit of kshs. 10,000- Kshs. 20,0000	--With Spouse / Dependants last Expense Minimum Limit of over kshs. 20,000	<table border="1"> <thead> <tr> <th>MATCHES</th> </tr> <tr> <th>RISK NOTES</th> </tr> </thead> <tbody> <tr> <td>12</td> </tr> <tr> <td>24</td> </tr> <tr> <td>36</td> </tr> </tbody> </table>	MATCHES	RISK NOTES	12	24	36	
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LOT B			
Policy No. 2. GROUP PERSONAL ACCIDENT / WORK INJURY BENEFITS ACT (WIBA) – WIBA PLUS	12		
Policy No. 3. GROUP PERSONAL ACCIDENT (TRUSTEES)	5		
Policy No. 4 EMPLOYERS LIABILITY (COMMON LAW)	5		
Policy No. 5 TRAVEL INSURANCE	5		
LOT C			
Policy No.6 . FIRE AND SPECIAL PERILS	5		
Policy No. 7 BURGLARY AND HOUSE BREAKING POLICY	5		
Policy No. 8 MONEY INSURANCE	5		
Policy No. 9 PUBLIC LIABILITY	5		
Policy No.10 ELECTRONIC POLICY			
LOT D – TENDER WILL BE AWARDED PER POLICY			
Policy No.13 MARINE HULL AND LIABILITY	5		
Policy No.14 MOTOR PRIVATE (Third party only)	5		
Policy No.15 MOTOR COMMERCIAL VEHICLES (Third party only)	5		

	<u>Policy No.16</u> MOTOR COMMERCIAL (P.S.V.) Third Party Only	5		
	<u>Policy No.17</u> . MOTOR COMMERCIAL (TPO – SPECIAL TYPE)	5		
	<u>Policy No.18</u> MOTOR CYCLE INSURANCE (TPO)	5		
	<u>Policy No.19</u> MOTOR PRIVATE COMPREHENSIVE	6		
	<u>Policy No.20</u> MOTOR COMMERCIAL COMPREHENSIVE	6		
	<u>Policy No.21</u> MOTOR COMMERCIAL (P.S.V.) COMPREHENSIVE	6		
	<u>Policy No.22</u> . MOTOR COMMERCIAL (SPECIAL TYPE) COMPREHENSIVE	6		
	<u>TOTAL</u>	137		
				137
6. Service provision Approach, and Methodology (Maximum 8 points)				

	A demonstration of the bidder's capability to arrange insurance cover for KWS, AND Appropriateness of the methodology and work plans,	4 4	8
7	Broker's Risk management capacity (Maximum 10 points)		
	Methodology to be used to carry out loss control surveys and recommendations noting the viability of the recommendations	10	10
8	Broker's Information Technology (Maximum 4 points)		
	The Brokers proof of suitable information management technology.	4	4
9	Broker's Financial stability for the last two years (Maximum 9 points)		
	-ratios for profitability AND - ratios for solvency	4 5	9
10.	Underwriter(s) GENERAL & GROUP LIFE Client Size and Numbers (Maximum 15 points)		
	- top 10 largest current clients with total GENERAL & GROUP LIFE Insurance premium (Excluding Motor and Pensions Premium) value of over Kshs. 300 Million - at least top 10 largest current clients with total GENERAL & GROUP LIFE Insurance premium (Excluding Motor and Pensions Premium) value of between Kshs. 250 Million and Kshs. 300 Million	15 12	15

	- at least top 10 largest current clients with total GENERAL & GROUP LIFE Insurance premium (Excluding Motor and Pensions Premium) value of between Kshs. 200 Million and Kshs. 250 Million - at least top 10 largest current clients with total GENERAL & GROUP LIFE Insurance premium (Excluding Motor and Pensions Premium) value of below Kshs. 200 Million -	10 8	
TOTAL			250

The pass mark for technical evaluation scores will be 80%. Only bidders that will have attained this pass mark will have their proposed underwriters evaluated and financial proposals opened for commercial evaluation.

Section I - STANDARD TENDER FORMS

Form 1. FORM OF TENDER

Date: _____ Tender N^o: _____

To: THE DIRECTOR GENERAL
KENYA WILDLIFE SERVICE
P.O. BOX 40241, NAIROBI

Gentlemen and/or Ladies:

1. Having examined the tender documents including Addendum Nos..... *[insert numbers]*, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to deliver GENERAL & GROUP LIFE Insurance underwriting *service[s]* 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/rates attached herewith and made part of this Tender.
2. We undertake, if our Tender is accepted, to deliver the services as prescribed In the tender document
3. If our Tender is accepted, we will obtain the guarantee of a bank in a sum equivalent to **5 percent** of the Contract Price for the due performance of the Contract, in the form prescribed by Kenya Wildlife Service.
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. Until a formal Contract is prepared and executed, this Tender, together with your written acceptance thereof and your notification of award, shall constitute a binding Contract between us.
6. We understand that you are not bound to accept the lowest or any tender you may receive.

Dated this _____ day of _____ 20_____.

[signature]

[in the capacity of]

Duly authorized to sign tender for and on behalf of _____

Form 2. CONTRACT FORM

AGREEMENT FOR PROCUREMENT OF GENERAL & GROUP
LIFEINSURANCE AND BROKERAGE SERVICES

BETWEEN

KENYA WILDLIFE SERVICE

AND

<<<THE TENDERER>>>

AND

<<<THE INSURER>>> COMPANY

2018

AGREEMENT FOR PROCUREMENT OF GENERAL & GROUP LIFE
INSURANCE AND BROKERAGE SERVICES

This Tri partite Agreement is entered into this.....day of
.....2018

Between

KENYA WILDLIFE SERVICE (the Procuring Entity) a body corporate established under the provisions of the Wildlife Conservation and Management Act, 2013 and having its principal office on KWS HQS, Langata Rd P. O. Box 40241-00100, Nairobi hereinafter referred to as KWS

and

<<<THE TENDERER>>> **INSURANCE BROKERS (the Brokers)**, having its

principal office located at <<<<>>>> , P.O. Box <<<<>>>>, Nairobi

and

<<<THE INSURER>>> (the Underwriter), <<<The Insurer>>> of <<<Address>>, <<<<>>>> Street, P.O. Box <<<<>>>>

WHEREAS—

KWS seeks to engage the services of interested and eligible insurance brokers for the provision of insurance services for various GENERAL & GROUP LIFE insurance policies.

KWS invited bids from eligible insurance companies for a two-year contract, for the provision of insurance brokerage services on terms specified in tender number KWS/OT/ADMIN/03/2018-2019 (hereinafter referred to as “the Invitation to Tender”)

The Broker submitted an offer to the Insured, in which the Underwriter was stated as the proposed underwriter. Brokers have proposed <<<The Insurer>>> Company to handle KWS policy.

KWS has accepted the Broker’s offer and is willing to contract the Broker to provide Brokerage Services (hereinafter defined), subject to and upon the terms and conditions hereinafter appearing.

The Insurer having read the terms of the Tender, has agreed and undertakes, for good and mutual consideration, to facilitate the successful implementation of the Contract subject to and upon the terms and conditions set out in this Service Agreement.

NOW THIS AGREEMENT witnesses as follows:-

The parties shall create, maintain and manage the service on the following terms and conditions:

1. DEFINITIONS

a) In this Agreement, unless inconsistent with the context, or otherwise specified, the following words and phrases shall have the meanings set out below:

1.1 “Contract Price” means the sum of KES <<<<>>>>, (Or Policy Premium Rate<<<<>>>>% of the Sum Insured)

which sum is inclusive of Levies, payable in the manner set out in this Agreement.

1.2 “**Effective Date**” means the date of this Agreement.

1.3 “**Force Majeure Event**” means any circumstance or circumstances beyond the reasonable control of the party affected thereby.

1.4 “**Term**” means the period for which the agreement shall subsist in this case it shall be two years, starting from 24th March 2018 to 23rd March 2019 and a further one year 24th March 2019 to 24th March 2020.

1.5. “**Broker**” Shall mean Insurance Broker, Tenderer , the Bidder and *vice versa*

1.6 “**Brokerage Services**” means the insurance brokerage services for the various Policies to be provided by the Broker under this Agreement

1.7 “**the Policies**” means the following insurance policies or covers in respect of the services to be provided by the Underwriter:-

LOT A

Policy No. 1. GROUP LIFE ASSURANCE POLICY

LOT B

Policy No. 2. GROUP PERSONAL ACCIDENT / WORK INJURY BENEFITS ACT (WIBA) – WIBA PLUS

Policy No. 3. GROUP PERSONAL ACCIDENT (TRUSTEES

Policy No. 4 EMPLOYERS LIABILITY (COMMON LAW)

Policy No. 5 TRAVEL INSURANCE

LOT C

Policy No.6 . FIRE AND SPECIAL PERILS

Policy No. 7 BURGLARY AND HOUSE BREAKING POLICY

Policy No. 8 MONEY INSURANCE

Policy No. 9 PUBLIC LIABILITY

Policy No.10 ELECTRONIC POLICY

Policy No.11 : ALL RISKS INSURANCE POLICY

Policy No.12 : FIDELITY GUARANTEE

LOT D – TENDER WILL BE AWARDED PER POLICY

Policy No.13 MARINE HULL AND LIABILITY

Policy No.14 MOTOR PRIVATE (Third party only)

Policy No.15 MOTOR COMMERCIAL VEHICLES (Third party only)

Policy No.16 MOTOR COMMERCIAL (P.S.V.) Third Party Only

Policy No.17 . MOTOR COMMERCIAL (TPO – SPECIAL TYPE)

Policy No.18 MOTOR CYCLE INSURANCE (TPO)

Policy No.19 MOTOR PRIVATE COMPREHENSIVE

Policy No.20 MOTOR COMMERCIAL COMPREHENSIVE

Policy No.21 MOTOR COMMERCIAL (P.S.V.) COMPREHENSIVE

Policy No.22 . MOTOR COMMERCIAL (SPECIAL TYPE) COMPREHENSIVE

b). DOCUMENTS COMPRISING AGREEMENT

The following documents shall be deemed to form and shall be read and construed as part of this Agreement:

- i. Tender Document - KWS/OT/ADMIN/03/2018-2019
- ii. Technical Proposal
- iii. Financial Proposal
- iv. Award letter dated <<<Date>>>>>>
- v. Acceptance letter dated <<<<<<Date>>>>>>>>
- vi. Policy Documents issued by the Insurer

Where the provisions of any of the documents listed in paragraph (b) above are in conflict with the provisions of this Agreement, the latter shall prevail

2. INTERPRETATION

2.1 The headings and index of clauses in this Agreement are inserted for ease of reference only and shall not be taken into account in the construction or interpretation of any provision to which they refer.

2.2 Words importing the singular number shall include the plural and *vice versa*, and words importing the masculine shall include the feminine and neuter and *vice versa*.

2.3 Any reference in this Agreement to a party shall mean either KWS or the Broker or the Underwriter, and any such reference to parties shall, as the case may be, mean all or any of them.

2.4 References to clauses, the schedules and sub-clauses are to clauses and sub-clauses of and the schedule to this Agreement, and the words “hereunder”, “hereof”, “hereto”, “herein”, and words of similar meaning, shall be deemed to be references to this Agreement as a whole and not to any particular clause or schedule of this Agreement.

2.5 The schedules to this Agreement forms part of and shall be deemed to be incorporated in this Agreement.

3. PREMIUM PAYMENT

Kenya Wildlife Service shall pay the annual premium of Kes <<<<<<>>>>>>>>>>>> directly to the Underwriter upon signing of this agreement. The instalments shall be as follows:

3.2 Any additional Premiums shall be paid on a quarterly basis and upon the production of certified invoices and all supportive documents from the Broker and the Underwriter.

4. PROFESSIONAL INDEMNITY

4.1 The Broker shall maintain a professional indemnity cover with a limit of not less than Kenya Shillings 100,000,000.

4.2 The professional indemnity insurance cover shall be valid within the proposed contract period and obtained from reputable insurance company. Compensation shall be claimed against this cover if the Broker is negligent or fails to perform any of its obligations or provides services falling below the standard set out herein or is in breach of any of its material obligations under the contract performance security is to be issued in the form of a bond, it shall be issued by a surety whom the Broker has first determined to be suitable and acceptable to KWS.

5. SETTLEMENT OF CLAIMS

The Broker and the Underwriter shall assign four technical staff to be specifically handling our account including following up reported claims, assisting KWS in completing claim forms as and when an incident likely to result into a claim occurs. For fully documented claims where a discharge voucher has already been signed, we undertake to ensure that a settlement cheque is with KWS within a maximum period of five working days upon full documentation and execution of the Discharge Voucher as per Appendix I of this agreement.

6. PREVIOUS CLAIMS

The Broker undertakes to take over any pending previous claims and follow up with the previous Insurers and advocates (where necessary) on our behalf. There is possibility of KWS's previous Brokers/Underwriters not pursuing and settling the claims as it is required but we shall ensure that they are settled because we are in touch with our insurance needs.

7. POLICY DOCUMENTS

These shall be forwarded to KWS within the first one-month of the insurance period. <<<<The Tenderer>>>> Brokers shall ensure that policy terms/conditions including the policy limits excesses are in order before approving and forwarding to KWS. <<<<<The Tenderer>>>> shall also clarify technical issues in the policy for KWS's easier understanding where applicable

8. OBLIGATIONS OF THE INSURER

(i) The Insurer undertakes to carry out all the obligations that shall be required of it under the insurance policy entered into between KWS and the Underwriter pursuant to the terms of the Contract (the "**Policy**"), and any other acts that shall be required of it to facilitate the successful implementation of the Contract.

(ii) The Underwriter warrants that all information supplied under the Policy is accurate and agrees that any misrepresentation of any such information entitles KWS to repudiate the Policy.

(iii) The Underwriter undertakes to ensure that all the obligations under the Policy are undertaken expeditiously, and more specifically and without prejudice to the generality foregoing, the Underwriter undertakes to process the KWS's claim arising out of the Policy in a timely manner and that such processing shall not exceed the latest average claims processing period under page <<<>>> of the Tender.

(iv) The Underwriter warrants that its ability to settle any claims by the KWS

shall not be compromised during the Policy's duration.

9. THE BROKER'S OBLIGATIONS

The Broker shall during the continuance of this Agreement:

- 9.1 Provide contact persons with high professional qualification and integrity to manage each of the Policies.
- 9.2 Perform all duties entailed in the Invitation to Tender and as more particularly set out in Schedule 2 of this Agreement.
- 9.3 Carry out loss control surveys and make appropriate risk improvement recommendations to KWS
- 9.4 Advise KWS on payable and non-payable claims under all the Policies
- 9.5 Provide debit notes for every claim on the premiums.
- 9.6 To pursue the Underwriter to settle Payable claim prepared by KWS within 21 days of receiving full and Complete documentation from KWS.

10. KWS OBLIGATIONS

- 10.1 KWS will provide the Broker with such information as it may reasonably need to carry out its obligations under this Agreement. KWS is responsible for ensuring such information is correct.
- 10.2 KWS will appoint a "**Management Team**" to ensure that the Technical Requirements and Specifications and Scope of Services appearing in the Invitation to Tender as well as in the schedules to this Agreement are adhered to.
- 10.3 KWS will negotiate with and inform the Broker in a timely manner any other matters arising touching on the terms of the Policies.

11. QUARTERLY MEETINGS

- 11.1 There shall be quarterly meetings held on the 15th of every first month of the quarter between the KWS Management Team and the Contact Person(s) appointed by the Broker for each of the Policies and the underwriter to discuss performance.
- 11.2 KWS Management Team shall provide a report on the quality of services provided by the Broker, which shall form the basis of the quarterly meetings.
- 11.3 The Broker and Underwriter shall be informed in writing and in a timely

manner of any shortcoming in their performance of the Agreement and shall further discuss the report and required improvements, with the KWS Management Team.

11.4 The Agreement may be renewed with the express written consent of the Parties and subject to the performance of the Broker and Underwriter. Renewal does not imply any modification or deferment of existing obligations.

12. FORCE MAJEURE

12.1 Subject to the provisions of this clause, neither party shall be liable or in any way in breach of this Agreement for any delay in performing or failure to perform any of its obligations under this Agreement caused by a *Force Majeure* Event.

12.2 The party claiming the *Force Majeure* Event shall promptly notify the other party in writing of the reasons for the delay or stoppage, and the likely duration of such delay or stoppage, and shall take all reasonable steps to overcome the delay or stoppage.

12.3 If the party claiming the *Force Majeure* Event has complied with sub-clause

9.2, its performance under this Agreement shall be suspended for the period that the *Force Majeure* Event continues, and the party will have an extension of time for performance which is reasonable and in any event at least equal to the period of delay or stoppage

PROVIDED THAT where any amount is due prior to the suspension of this Agreement, it shall still be due when such suspension is lifted.

12.4 Notwithstanding the relief granted to the Broker by this clause, the Broker shall nevertheless use its best endeavours in any situation where it has invoked this clause to perform its relevant obligations as soon as possible.

12.5 The Broker shall not be entitled to relief under this clause in any circumstances where it has caused or substantially contributed to any delay or failure in the performance of its obligations by any default on its part.

13. LATE DELIVERY

Without limiting any other rights or obligations of the parties, hereunder, if the Broker will be unable to deliver the work or services by the delivery date stipulated in the Contract, the broker shall (i) immediately consult with Kenya Wildlife Service to determine the most expeditious means for delivering the work or services and (ii) use an expedited means of delivery, at the Broker's cost, if reasonably so requested by Kenya Wildlife Service.

No grant of time to the Broker to cure a default hereunder, nor any delay or failure by the Kenya Wildlife Service to exercise any other right or remedy available to the Kenya Wildlife Service under this contract, shall be deemed to prejudice any rights or remedies available to the Kenya Wildlife Service under this contract or constitute a waiver thereof.

14. ASSIGNMENT AND INSOLVENCY

The Broker shall not, except after obtaining the written consent of Kenya Wildlife Service, assign, transfer, pledge or make other disposition of the contract, or any part thereof, of the Broker's rights or obligations under the Contract.

Should the Broker become insolvent or should control of the Broker's change by virtue of Insolvency, Kenya Wildlife Service may, without prejudice to any other rights or remedies, terminate the Contract by giving the Broker written notice of termination.

15. INDEMNITY

- (a) The Broker agrees to indemnify KWS from and against all losses, claims, damages, liabilities, proceedings and all related expenses, including reasonable court and legal fees, occasioned by any claim against KWS arising out of negligence or willful misconduct of <<<THE TENDERER>>> or its employees and/or servants and agents in relation to the Brokerage Services.
- (b) The Broker agrees to fully compensate KWS upon determination by due process for any loss or damage incurred by KWS due to the willful misconduct or negligence of <<<THE TENDERER>>>, its employees and/or servants and agents in relation with the Brokerage Services.

16. TERMINATION

- a) If the Broker fails to deliver any or all of the deliverables within the time period(s) specified in the Contract, or fails to perform any of the terms, conditions, or obligations of the contract, or should be adjudged bankrupt, or be liquidated or become insolvent, or should the contractor make an assignment for the benefit of its creditors, or should a Receiver be appointed on account of the insolvency of the Broker, Kenya Wildlife Service may, without prejudice to any other right or remedy it may have under the terms of these conditions, terminate the Contract, forthwith, in whole or in part, upon thirty (30) days' notice to the Broker.

- b) Kenya Wildlife Service reserves the right to terminate without cause this Contract at any time upon Thirty (30) days prior written notice to the Broker, in which case Kenya Wildlife Service shall reimburse the Broker for all reasonable cost incurred by the Broker prior to receipt of the notice of termination
- c) In the event of any termination no payment shall be due from Kenya Wildlife Service to the Broker except for work and services satisfactorily performed in conformity with the express terms of this Broker.
- d) Upon the giving of such notice, the Broker shall have no claim for any further payment, but shall remain liable to Kenya Wildlife Service for reasonable loss or damage that may be suffered by Kenya Wildlife Service for reason of the default. The Broker shall not be liable for any loss or damage if the failure to perform the contract arises out of Force Majeure.
- e) Upon termination of the contract Kenya Wildlife Service may require the Broker to deliver any finished work, which has not been delivered and accepted, prior to such termination and any materials, or work-in-process related specifically to this contract. Subject to the introduction of any claim Kenya Wildlife Service may have arising out of this Contract or Termination, Kenya Wildlife Service will pay the value of all such finished work delivered and accepted b Kenya Wildlife Service.
- f) In case of termination of contract by the Broker, the Broker shall give KWS a written notice of ninety (90) days.
- g) The initiation of arbitral proceedings shall not be deemed a termination of this Contract.

17. WAIVER

17.1 No delay, failure, or omission by either party to enforce, exercise, or pursue any of its powers, rights, claims, privileges, or remedies under this Agreement will operate as a waiver of them nor will any single or partial enforcement, exercise, or pursuit of any such powers, rights, claims, privileges, or remedies preclude any other or further enforcement, exercise, or pursuit of them.

17.2 Any waiver to be effective must be in writing and must be signed by a director or other duly authorised officer of the party granting the waiver

PROVIDED THAT in the case of KWS, such a waiver must be signed by the Director General.

17.3 The remedies provided in this Agreement are cumulative and not

exclusive of any remedies provided by law.

18. SEVERABILITY

If any part of this Agreement is found by a court of competent jurisdiction or other competent authority to be invalid, unlawful, or unenforceable, then such part will be severed from the remainder of this Agreement which will continue to be valid and enforceable to the fullest extent permitted by law.

19. DEFAULT CLAUSE

19.1 Any failure on the part of the Broker to perform its time line obligations under the Agreement then, without prejudice to the Broker's actual or potential liability incurred in relation to the Agreement or to the Insured's right to terminate this Agreement, the Insured may decide to pursue liquidated damages of 0.2% of the Contract Price; or

19.2 If any sum payable by the Broker and or the Underwriter hereunder is not paid on its due payment, the Broker and or the Underwriter shall (without prejudice to the exercise by KWS of any other rights or remedies in favour of KWS) pay to KWS interest at the Interest Rate on the unpaid sum from (and including) the due date for payment of such sum until the date of actual payment of the unpaid sum (together with all accrued interest) in full. Such interest shall accrue from day to day and be compounded monthly.

20 DISPUTE RESOLUTION

20.1 KWS and the Broker shall use their best efforts to negotiate in good faith and settle amicably any dispute that may arise out of or relate to this Agreement or a breach thereof.

21.2 If any such dispute cannot be settled amicably through preliminary negotiations by appropriate representatives of KWS and the Broker, the dispute shall be referred to the chief executive officers of KWS and the Broker who shall meet to attempt to resolve the dispute.

22.3 Where the dispute cannot be amicably settled as aforesaid, it shall be referred by either party to the arbitration and final decision of a person to be agreed between the parties. Failing agreement to concur in the appointment of an arbitrator, the arbitrator shall be appointed by the chairman of the Chartered Institute of Arbitrators, Kenya Chapter, on the request of the applying party.

22.4 The arbitration shall be carried out in accordance with the provisions of the Arbitration Act, 1995, or any other statutory modifications or enactments in replacement thereof.

21 CORRUPT AND FRAUDULENT PRACTICES

KWS shall assume that the Broker has observed the highest standard of ethics during the procurement process and execution of this Agreement. In pursuance of this policy, KWS— KWS defines for the purpose of this provision, the terms set forth below as follows:-

- a) “Corrupt practice” means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the selection process or in contract execution; and
- b) “Fraudulent practice” means a misrepresentation of facts in order to influence the action of public official in the selection process, and includes collusive practices among Brokers designed to establish prices at artificial, noncompetitive levels and to deprive the KWS the benefits of free and open competition.
- c) Will reject a proposal for award if it determines that the Broker or Underwriter recommended for award has engaged in corrupt or fraudulent activities in competing for the contract in question.
- d) Will declare a Broker or Underwriter ineligible, either indefinitely or for a stated period of time, to be awarded a contract by KWS if at any time determines that the firm has engaged in corrupt or fraudulent practice in competing for an insurance contract with Kenya Wildlife Service.
- e) Will declare a Broker or Underwriter ineligible, to be awarded a contract by KWS if it determines that at any time the Broker or Underwriter has engaged in corrupt or fraudulent practice in execution of any insurance contract with Kenya Wildlife Service, by evidence of outstanding claims;
- f) Will have the right to require that a provision to be included requiring Brokers to permit KWS to inspect their accounts and records relating to the performance of the contract.
- g) Will have the right to enquire and use information from other public procurement entities in regard to records relating to performance of the Broker or the Underwriters in execution of any insurance contract (specifically in regard to any unpaid claims) within the last 5 years.
- h) Will declare a Broker or Underwriter ineligible, either indefinitely or for a stated period of time, to be awarded a contract by KWS if at any time determines that the firm has varied premium terms in an insurance contract with Kenya Wildlife Service.

22. GOVERNING LAW AND JURISDICTION

This Agreement shall be governed by and construed in accordance with the Law of Kenya for the time being. The Courts of Kenya shall have exclusive jurisdiction over all matters arising out of or pursuant to this Agreement.

23. ENTIRE UNDERSTANDING

23.1 This Agreement is the complete and exclusive statement of the agreement between the parties relating to the subject matter of this Agreement and supersedes all previous communications, representations, and other arrangements, oral or written. The parties acknowledge that no reliance is placed on any representation made but not embodied in this Agreement. The printed terms and conditions of any purchase order or other correspondence and documents issued in connection with this Agreement will not apply unless expressly accepted in writing by KWS.

23.2 The parties may expressly agree in writing any variation in the provisions hereof, **PROVIDED THAT** unless expressly so agreed no such agreement shall constitute or be construed as a general waiver of any of the provisions hereof by any of the parties and the rights and obligations of the parties hereunder shall remain in full force and effect notwithstanding any variation agreed between the parties on any particular occasion.

24 CONFIDENTIALITY

The Broker undertakes to treat in the strictest confidence and not make use of or divulge to third parties any adverse information or documents which are linked to the performance of the Agreement. The Broker shall continue to be bound by this undertaking after completion of the term of this Agreement.

The Broker shall obtain from each member staff, board and directors an undertaking that they will respect the confidentiality of any information which is linked, directly or indirectly, to execution of the Agreement and that they will not divulge to third parties or use for their own benefit or that of any third party any document or adverse information not available publicly, even after expiry of the Agreement.

25 NOTICES

25.1 All notifications of claim to be given under this Agreement shall be in writing through emails and letters and shall be sent to the address of the recipient party shown below or such other address as the recipient party may designate by notice given in accordance with this clause 21.

25.2 Notices may be delivered personally, by pre-paid registered letter, by cable, telex, or facsimile transmission, or by electronic mail. Notices shall be deemed to have been received:

- (a) by hand delivery – at the time of delivery;
- (b) by pre-paid registered letter – ten (10) clear days after

KENYA WILDLIFE SERVICE in the) *DIRECTOR GENERAL*
presence of—)
))
))
))
SEALED with the Common Seal of)
<<<THE TENDERER>>> INSURANCE BROKERS LTD)
in the presence of—)
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Director)
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Director/Secretary)
.....)
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SEALED with the Common Seal of)
<<<THE INSURER>>> CO. LTD)
in the presence of—)
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Director)
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Director/Secretary)
.....)

Appendix I

The Scope Of Services For The Broker Will Include: -

- I. Structuring and obtaining optimum policy covers from the Underwriters in accordance with the tenders submitted and help negotiate for favorable premium rates.

- II. Analyze, Review, Scrutinize the policy documents, coverage levels and wordings and any endorsements there-in. insurance covers should be as in the tender document and should not be restricted, by way of warranties, endorsements or special conditions subject to award. If the entire policy document is found to be satisfactory, such document to be deposited with the Service Director General not later than fifteen (15) days from the inception of cover.
- III. Disclosure of material information to insurance underwriters.
- IV. Ensure proper claims administration by fully coordinating prudent requirements between KWS and the selected Underwriters. The broker will also advise and assist KWS throughout the duration of the relationship and give assistance to KWS in the event of a claim.
- V. Will strive to ensure the underwriter promptly settles claims as provided hereunder:
 - (a) All fully documented GPA claims - within fourteen (14) days.
 - (b) All fully documented Liability claims - within twenty one (21) days.
 - (c) All documented Property - within twenty one (21) days.
 - (d) All documented Hull Claims - within twenty one (21) days.
- VI. Ensure preparation of monthly claims bordereaux reports, which must be submitted to KWS by the 15th of the following month.
- VII. Negotiate with the qualified Underwriter or underwriters any other pertinent aspects of the policy that may arise during the term of policy. The broker will ensure that the underwriter confirms the renewal and the terms applicable are as stated in the tender. The broker will ensure the underwriter confirm the renewal terms at least three months prior to expiry of the first year.
- VIII.
 - a) Ensure requests for GENERAL & GROUP LIFE cover amendments and cancellations are effected within twelve (12) hours of request.
 - b) Ensure GENERAL & GROUP LIFE insurance certificates and cover notes are received in KWS offices within twelve (12) hours upon request.
- IX. Arrange quarterly meetings to review performance of the policy by 15th

of the following quarter.

- X. Offer advice on the existing insurance programs and advise KWS of new coverage, value added solutions, programs design or innovation.
- XI. The broker should have full understanding of KWS, its current performance and ongoing strategic plans to ensure cover is held in place and relevant disclosures to the underwriters are made.
- XII. Carry out Loss Control/Risk Surveys and make appropriate risk improvement recommendation.
- XIII. Ensure that the sums insured under the policy will be adjustable accordingly by suitable means at the discretion of KWS from time to time. And allow addition of aircrafts to this policy as required.
- XIV. It shall be generally understood that a claim shall attach to liability covers upon receipt of either a demand letter or summons to enter an appearance by KWS.
- XV. The broker will ensure appointment of a defense advocate by the recommended underwriter and submit copy of letter appointing advocate to KWS within three (3) days of notification of a demand/summons by KWS.
- XVI. The broker will ensure immediate appointment of loss adjustor upon notification of a claim. The loss adjustor shall conduct a site visit within 48 hours of appointment.
- XVII. The broker will ensure a copy of loss adjustors'/assessors preliminary report is submitted to KWS within 7 days of site visit.
- XVIII. Assign a messenger to collect/deliver insurance mail on daily basis.
- XIX. Such other service as may be related or ancillary to the due performance of the above work.

Note that failure to meet KWS's expectations on the above during the term of insurance will seriously affect your future participation in all insurance tenders at KWS. Also note that renewal of the contract for the second year, and any other subsequent year depends on the first year performance.

FORM 3. BUSINESS QUESTIONNAIRE: TO BE FILLED BY BROKER ONLY

A: GENERAL INFORMATION:

- 1.1 Business/Company Name:.....
- 1.2 Date of Registration.....
- 1.3 Postal AddressCodeTown.....
 Tel No
 Mobile Phone.....
 Email
- 1.4 Location of business premises:
 Street/Road.....Building and
 Floor.....Plot No
- 1.5 Current Trade License No Expiring date

- 1.6 Who are your Principal Bankers Branch

- 1.7 Details of business registration: Please complete the relevant section.**

Part 1.7 (a) – Sole Proprietor

Your name in full
 Are you a Kenya Citizen?.....If not, what is your Nationality

Part 1.8(b) – Partnership/Registered Company

Country of incorporation.....Date.....

	NAME OF PARTNERS/SHARE HOLDERS	NATIONALITY	CITIZENSHIP	OWNERSHIP (SHARES)
1				
2				
3				
4				

Signature.....Date.....

OFFICIAL STAMP HERE:

FORM 4. PRESCRIBED FORMAT OF TENDER/BID SECURITY FORM

Whereas..... *[name of the tenderer]*

(hereinafter called “the tenderer”) has submitted its tender dated*[date of submission of tender]* for the supply of.....

.....
[name and/or description of the goods](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 offor 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 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 / Official Rubber Stamp]

FORM 5. CLIENT REFERENCE LETTER –UNDERWRITER

TENDER NO. KWS/OT/ADM/03/2017-2018

To: THE DIRECTOR GENERAL
 Date __/__/____ KENYA WILDLIFE SERVICE
 P.O. BOX 40241-00100, NAIROBI

Dear Sir,

RE: RECOMMENDATION LETTER FOR _____(underwriter)_ _
 _ _ _

This is to confirm that _____ (underwriter)_ _____
 _____ Of P.O. Box _____ is our contracted GENERAL &
 GROUP LIFE insurance underwriter in 2017/2018.

Past Performance Evaluation Form

Current Premium for GENERAL & GROUP LIFE Insurance Policies Handled in the last 1 year (2017 – 2018) Excluding Motor premium and Pensions Premium	Kshs _____				
Total GENERAL & GROUP LIFE Claims Paid by the underwriter in the last 1 year	<table border="1"> <thead> <tr> <th data-bbox="711 1144 871 1279">Class</th> <th data-bbox="871 1144 1361 1279">Amount Kshs</th> </tr> </thead> <tbody> <tr> <td> </td> <td> </td> </tr> </tbody> </table>	Class	Amount Kshs		
Class	Amount Kshs				
Average Turnaround time per claim	_____ Days/Weeks/Months (Delete as appropriate)				

Declaration:

I/We, the undersigned state and declare that the above information is correct and that I/we is/are authorized to sign this recommendation letter. In case of any enquiry, please contact the undersigned.

Full Name.....

Signature Title.....

For and on behalf of.....

Dated this __ day of __ year **201**__

Client's / Company's Official Rubber Stamp

