



KENYA WILDLIFE SERVICE

TENDER FOR PROVISION OF GENERAL AND LIFE
INSURANCE BROKERAGE SERVICES (POLICIES FOR
YEAR- 2020/2021, 2021/2022)

Oct 2020

TENDER NUMBER: KWS/OT/ADMIN/07/2020-2021

TABLE OF CONTENTS

Page

Section A: INVITATION TO TENDER.....	3
Section B: INSTRUCTIONS TO TENDERERS.....	4
Section C: GENERAL CONDITIONS OF CONTRACT.....	23
Section D: SPECIAL CONDITIONS OF CONTRACT.....	27
Section E: SCOPE OF SERVICES.....	28
Section F: TECHNICAL REQUIREMENTS AND SPECIFICATIONS.....	31
Section G: - FINANCIAL PROPOSAL - PRICE SCHEDULE FOR GENERAL AND LIFE SERVICES.....	60
Section H: - TENDER TECHNICAL EVALUATION.....	63
Section I - STANDARD TENDER FORMS.....	73

Section A: INVITATION TO TENDER

TENDER NO. KWS/OT/ADMIN/07/2020-2021

PROVISION OF GENERAL AND LIFE BROKERAGE SERVICES (POLICIES FOR YEAR-2020/2021, 2021/2022)

1. Kenya Wildlife Service invites sealed bids from interested and eligible Brokers (Tenderer) for the provision of General and 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 Kshs 500,000 (Shillings Five Hundred Thousand only) issued in Kenya shilling or a freely convertible currency and 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 Virtual Pre-bid Conference to be held on 12th October, 2020 at 10.00am, and interested bidders need to register for it via the above given email so as to receive the meeting credentials..
6. Complete Tender documents in plain sealed envelopes clearly marked “TENDER NO.KWS/OT/ADMIN/07/2020-2021 - **PROVISION OF GENERAL AND LIFE BROKERAGE SERVICES (POLICIES FOR YEAR- 2020/2021, 2021/2022)** 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 22nd October, 2020
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,

KENYA WILDLIFE SERVICE

7th October, 2020

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).

- 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 providing insurance brokerage service for at least the last Eight (8) years.
- ii. Certificate of registration with the Insurance Regulatory Authority for years 2019, 2018 and 2017- The copies submitted must be certified by the issuing office.
- iii. Current membership certificate from Association of Insurance Brokers of Kenya-For years 2020, 2019 and 2018-. 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 One Hundred Million (Kshs. 100,000,000)**. The Professional Indemnity insurance cover shall be valid within the proposed contract period and obtained from reputable insurance company.

The Professional Indemnity must not be issued by the underwriter recommended 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 – September 2020) is as detailed in **a)** and **b)** below :

a) For brokers tendering for any General Insurance Brokerage Services-

Non-Motor General Premiums brokered over each of the last Two years (August 2018 – September 2020) must have been at least Kshs. 150 million per year (excluding motor vehicle insurance 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 – September 2020) was at least Kshs. 50 million per year excluding life assurances, 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 1st June 2020.
- viii. The Broker must submit a copy of the NSSF compliance certificate current as at the deductions for the month 1st June 2020.
- ix. Brokers shall also submit as part of the technical proposal, their latest audited and unqualified financial statements for the period 2018 and 2019.
- x. The technical bid documents must be accompanied by a bid security of Kshs 500,000 in its original form, in the prescribed Form 2, 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 form detailing the shareholding structure of the company.
- xii. The broker shall submit a letter(s) from the recommended underwriter's Principal Officer(s) authorizing the Broker to submit the underwriter's General and/or Group Life Insurance quotation under this tender.
- xiii. Fill and submit Self Declaration that the person/tenderer that the Person/Tenderer is not debarred in the matter of the Public Procurement and Asset Disposal Act 2015 as provided in Form 7, in Section I of the Tender Document.

Fill and submit Self Declaration that the person/tenderer will not engage in any corrupt or fraudulent practice in the matter of the Public Procurement and Asset Disposal Act 2015 as provided in Form 8, in Section I of the Tender Document.

xiv. Undertakings by the Broker

- a) Statement by the 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 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.

xv. Note:

- a) 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 recommended Underwriters that they do not have unpaid claims with KWS.
- b) 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.

2.4 Mandatory qualifying requirements for the Underwriters

The broker must ascertain from the Underwriters that they do not have any fully documented but unpaid claims with KWS. The Broker must submit the following mandatory requirements of the recommended Underwriters with the technical proposal for the Underwriter to be eligible for evaluation and contract award.

The recommended 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

i. Certified copy of Certificate of Registration under the Companies Act

The insurance companies recommended by the Brokers should be companies 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 2020

The recommended insurance companies shall be registered with the Insurance Regulatory Authority for the year 2020 and must have been in existence and underwriting General and/or 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 or accompanied by a letter from the insurance Regulatory Authority/Commissioner of Insurance.

- iii. Certified copy of Registration as member of Association of Kenya Insurers for year 2020.

The recommended insurance companies shall be registered members with Insurance Regulatory Authority for the year 2020. A copy of the membership certificate must be attached in the Broker's technical proposal document. The copy must be certified by the office of the regulator of the Insurance Regulatory Authority/Commissioner of Insurance or accompanied by a letter from the AKI.

- iv. A copy of the current and valid Tax Compliance Certificate from KRA for the recommended underwriter.

- v. Certified copies of latest audited financial statements.

The Brokers shall submit copies of the latest audited financial accounts of the recommended Underwriter for the period 2018 and 2019 in their technical proposal. The Broker shall apply all reasonable means to ascertain the solvency and financial security of the relevant Underwriters recommended to be appointed to the Kenya Wildlife Service insurance portfolio.

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

- vi. Premium turnover- Underwriter recommended by the Broker shall submit documentary evidence indicating that the premium written over the last Two years (August 2018 – September 2020) is as detailed in **a)** and **b)** below:

- a) For underwriters recommended under any General Insurance Underwriting Services-

Non-Motor General Premiums written over each of the last Two years (August 2018 – September 2020) must have been at least Kshs. 1.5 billion Per year (excluding all motor insurance premium).

- b) For underwriters recommended under any Group Life Insurance underwriting Services (Long-Term Business)-

Life Premiums written in each of the last two years (August 2018 – September 2020) was at least Kshs. 700 million per year excluding life assurances, 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.

- vii. Paid Up Capital - Underwriter recommended by the Broker shall submit documentary evidence indicating that the paid up capital is at least Kshs. 400 million.

viii. **Note:**

- a) Underwriters 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.
- b) 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.

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 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 AND LIFE 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:
- i. Tender Form and a Price Schedule completed in accordance with **paragraph 9, 10 and 11 below.**
 - ii. 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;
 - iii. 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 and/or Life Insurance:

A brief description of the firm and an outline of experience on provision of General and/or Life Insurance brokerage services for the last 8 years, as indicated in the Technical Requirements and Specifications (Section F).

At least **15** reference letters for the underwriter recommended by the broker provided in **Form 6**. The broker shall provide at least **10** reference letters in the form provided in **Form 5**. The broker shall give an authority to the Kenya Wildlife Service to seek more information from the above clients. Ensure you have provided reference letters for ALL the above organizations, duly signed and stamped by the relevant officer and printed the organization's letterhead.

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

Added advantage will be given to brokers who's Bid demonstrate ability and provide documentary evidence of Value Added Services offered with the last five years to their existing client to offer 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' 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.
- viii. Provide Loss Assessment services for Property losses
- ix. Provide Loss Assessment services for Motor accident claims for vehicles insured under Third Party Only risks where there is a Third Party insurance cover.

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 five (5) staff to handle the KWS General and Life Insurance 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: -

The team recommended for the assignment shall comprise of at least five (5) experienced personnel. This shall include one (1) team leader, one (1) senior management staff (1) risk officer and two (2) technical staff in underwriting and claims.

- i. The recommended *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 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.

- ii. The recommended *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).
- iii. The recommended *risk officer* shall have a minimum of five (5) years' experience with two (2) years' experience in a supervisory role in Enterprise Risk. The Risk Officer must have Bachelor's Degree in Enterprise Risk Management, Finance/Accounting or Economics, Statistics, Actuarial Science, Strategic Management, or related field and a Certified Information Systems Auditor Qualification (CISA) or equivalent. Must provide proof of current membership of a professional Risk Management Body in good standing
- 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).

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 recommended 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 recommended 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 detailed in Section F.

d) *Methodology and Work plan:*

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

KWS requires that the services under the Invitation for Tenders shall be performed at the time specified in the Scope of Service. Tenders offering to perform longer than the procuring entity's required delivery time will be treated as non-responsive and rejected.

e) *Risk management capacity:*

The Broker shall provide proof of their risk management capacity and risk surveys they have conducted for their existing clients within the last five years. 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' facilities and operations to reduce or prevent losses; assist KWS with the implementation and monitoring of loss control programs, e.g. fleet maintenance 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 calculated ratios for both profitability and solvency.*

g) *Information management and technology systems in place.*

The Brokers should have fully in place and provide proof of ownership or licensing of a suitable information management technology. The Information Technology System in place With demonstrated ability to undertake the following core functions and modules: - Multi User; Multi Currency Debit/Credit Notes; Complete Policy Life Cycle Tracking from its Inception; Complete Underwriting Module; Integrated Claims Tracking; Renewal Module; Quotation Management; Auto calculations of Premium; Commission,; Taxes; Levies etc., Compatible with IRA Guide Lines and MIS Reports.

The proof of Information System should be demonstrated by a copy of signed licensed agreement or documentary evidence of purchase of the Information Technology Systems in place that are elaborate overview of the systems functionality and modules.

h) The Broker should disclose the recommended Underwriter for General and/or Life Insurance in technical proposal in this format: -

LOT A - <<<<Broker's Name>>>>	Name Of Recommended Underwriter
Policy No. 1: GROUP LIFE ASSURANCE POLICY	Name of One Recommended Underwriter
LOT B - <<<<Broker's Name>>>>To Be Awarded Per Lot	
Policy No. 2: GROUP PERSONAL ACCIDENT / WORK INJURY BENEFITS ACT (WIBA) – WIBA PLUS	Name of One Recommended Underwriter
Policy No. 3: GROUP PERSONAL ACCIDENT (BOARD OF TRUSTEES)	
Policy No. 4: EMPLOYERS LIABILITY (COMMON LAW)	
Policy No. 5: TRAVEL INSURANCE	
LOT C - <<<<Broker's Name>>>>To Be Awarded Per Lot	
Policy No. 6:FIRE AND SPECIAL PERILS	Name of One Recommended Underwriter
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	
Policy No. 13: MEDICAL MALPRACTICE INSURANCE	
LOT D – <<<<Broker's Name>>>> To Be Awarded PerPolicy	
Policy No.14: MARINE HULL AND LIABILITY	Name of Recommended Underwriter
Policy No.15: MOTOR PRIVATE (THIRD PARTY ONLY)	:
Policy No.16: MOTOR COMMERCIAL VEHICLES (THIRD PARTY ONLY)	:
Policy No.17: MOTOR COMMERCIAL (P.S.V.) THIRD PARTY ONLY	:
Policy No.18: MOTOR COMMERCIAL THIRD PARTY ONLY – SPECIAL TYPE)	:
Policy No.19: MOTOR CYCLE INSURANCE THIRD PARTY ONLY	:
Policy No.20: MOTOR PRIVATE COMPREHENSIVE	:
Policy No.21: MOTOR COMMERCIAL COMPREHENSIVE	:
Policy No.22: MOTOR COMMERCIAL (P.S.V.) COMPREHENSIVE	:

If an overseas General and/or Life underwriter is recommended, an exemption for placement of business overseas by the Insurance Regulatory Authority must be attached on the technical proposal.

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 recommended to be placed: -

(i) Name of the Underwriter

(ii) List of all associated reinsurance companies including the treaty arrangement /details with each. (Attach applicable evidence)

(iii) For the recommended Underwriter, the broker will list the underwriter's General and/or Life largest Insurance clients from the month of August 2019- to date and the value of the business held. The Underwriter must have relevant experience in provision of similar General and Life Insurance Underwriting service as required by KWS in the format given hereunder. At least 15 Reference Form 6 letters from the mentioned clients should be attached.

All statements to be signed by an authorized official of the recommending company.

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. The Procuring entity reserves the right update the sums insured and limits of General and/or Life Insurance.

9.7 Prices shall be quoted in Kenyan 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.

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 bidder.
 - (iii) Both technical and financial envelopes shall be placed into a plain outer envelope, sealed and clearly marked “TENDER NO. **KWS/OT/ADMIN/07/2020-2021 TENDER FOR PROVISION OF INSURANCE BROKERAGE SERVICES FOR GENERAL AND LIFE POLICIES. DO NOT OPEN BEFORE 27th Oct 2020 AT 12 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 12 Noon on 22nd October, 2020.
- 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. 500,000.00 in its original form, from a Bank and valid for one hundred and twenty days (120) from the date of tender opening. The Tender Security form must be in conformity to the prescribed Form 2 of this Tender
- 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 **12.00 Noon on 27th Oct 2020**
- 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 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 recommended professional team, The 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 recommended Underwriter .
 - 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. Arbitrary review of premium during the contract period.
- 18.4 The pass mark for technical evaluation scores will be **75% of the Technical Score**. Only bidders that will have attained a minimum of this percentage score will have their recommended 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 consideration 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 un-priced 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 as follows:-

Lowest quoted price divided price quoted by particular bidder being evaluated, multiplied by the financial scores weighting (20).

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

$$\text{Weighted Financial Score} = \frac{\text{Tender Price or Bid Being Evaluated}}{\text{Lowest Tender Price from All Bids}} \times 0.2$$

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. Repeat process for each Bid that passed the mandatory stage and attained minimum Technical Score pass mark.

Where the Evaluated Score for one or more bidder are a tie, the Weighted Technical Score will be used to break the tie. The bidder with the higher Weighted Technical Score will be ranked higher.

Step 5

Make recommendations for award 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

- 21.1 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.
- 21.2 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 recommended underwriter firm will initial the agreed Contract.
- 21.6 If negotiations fail, KWS will invite the firm whose proposal received the second highest 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.
- (b) “The Contract Price” means the price payable to the Underwriter under the Contract for the full and proper performance of its contractual obligations. The price shall also mean the Insurance Premium Rate
- (c) “The service” means any object of procurement other than works and goods.
- (d) “The Kenya Wildlife Service” means, KWS the organization purchasing the services under this Contract.
- (e) “The tenderer” Shall mean Insurance Broker, Tenderer, the Bidder and vice versa.
- (f) “The Underwriter” means the same as the insurer, assurer.
- (g) “Brokerage Services” means the insurance brokerage services for the various Policies to be provided by the Broker under this Agreement.
- (h) “the Policies” means the following insurance policies or covers in respect of the services to be provided by the Underwriter: -

LOT A - To Be Awarded Per Lot
Policy No. 1. GROUP LIFE ASSURANCE POLICY
LOT B–To Be Awarded Per Lot
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 –To Be Awarded Per Lot
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
Policy No. 13 MEDICAL MALPRACTICE INSURANCE

LOT D – To Be Awarded Per Policy
Policy No.14 MARINE HULL AND LIABILITY
Policy No.15 MOTOR PRIVATE (THIRD PARTY ONLY)
Policy No.16 MOTOR COMMERCIAL VEHICLES (THIRD PARTY ONLY)
Policy No.17 MOTOR COMMERCIAL (P.S.V.) THIRD PARTY ONLY
Policy No.18 . MOTOR COMMERCIAL SPECIAL TYPE(THIRD PARTY ONLY)
Policy No.19 MOTOR CYCLE INSURANCE (THIRD PARTY ONLY)
Policy No.20 MOTOR PRIVATE COMPREHENSIVE
Policy No.21 MOTOR COMMERCIAL COMPREHENSIVE
Policy No.22 MOTOR COMMERCIAL (P.S.V.) COMPREHENSIVE
Policy No.23 . MOTOR COMMERCIAL (SPECIAL TYPE) COMPREHENSIVE

- (i) “Term” means the period for which the agreement shall subsist in this case it shall be two years, starting from 01stDecember 2020 to 30th Nov 2021 and a further one year 01stDecember 2021 to 30th Nov 2022.

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 and the underwriter.

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 for Default

- 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.
 - (a) 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.

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) **SCC 3. Country of Origin** If an overseas Underwriter is recommended, an exemption for placement of business overseas by the Insurance Regulatory Authority must be attached on the technical proposal.

(II) **SCC 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) **SCC 6 Payment**

KWS will pay the premium to the underwriter. 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 invoices and all supportive documents from the Broker and the Underwriter. Prices quoted (Insurance 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) **SCC 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) **SCC 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 Claims - 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.
- VIII. The Broker Shall Ensure
 - a) Requests for General and/or Life cover amendments and cancellations are effected within twelve (12) hours of request.

b) General and/or Life 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. The broker should 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 vessels/vehicles to the insurance policies.
- 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.
- XV. 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. 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. 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 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.

The vehicles/vessels are used security and patrol flights, veterinary support services for research and translocation purposes, animal tracking game census, firefighting, rescue (including mountain rescue) work, and transport of rations and security operations and supplies.

With fifty-nine parks and reserves spread over a country of 584,896 sq km, our staff are on call anywhere in Kenya, either for routine monitoring and field trips or security operations and emergency evacuations.

KWS invites bids from interested and eligible Brokers for provision of General and 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.

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 MUST be written on a unit rate basis.

Number: 4,586 Employees

Annualized Basic Salary Kshs. 2,736,361,980

Death 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 employee
- (ii) Free Permanent and total Disability for all causes both accidental and non-accidental
- (iii) Free Accelerated Critical illness- 30 % of Death maximum of _ _ _ _ _
(Bidders to propose the Maximum Limit)
 - First time diagnosis
 - Specified events; heart attack, coronary artery surgery, stroke, cancers, renal failure, aorta surgery, replacement of heart valve, paraplegia
- (iv) Free Cover Limit – Kshs 10,000,000
- (v) Waiting Period – Nil
- (vi) **Free** Spouse and Dependent Last Expense Cover to pay in the event of a Spouse or Dependent's death during the period of Insurance on the below terms:
 - Definitions: Spouse Declared wife or husband, married by any ceremony, that is recognized by a court of law (legal spouse). Four named children, biological, adopted, step children and /or children under legal care.
 - Multiple births to count as one dependent.

- Spouse Age: 18 - 75 years
- Dependent Age: From Birth to 18 years (extended to age 25 with proof of study) Declared disabled dependent children should be covered for as long as the staff is a member of the scheme.
- Last Expense Limit – tenderers to propose maximum limits for the Dependents Last Expense Cover for the Spouse and Dependents.

(vii) **Free Spouse Accelerated Critical Illness rider spouse.**

Tenderers to propose maximum limits for the first time diagnosis of a critical illness for the named spouses

- Dependents and Spouse Membership Distribution:
Number: 4,586 Employees.

	Membership Distribution: (As At Mar 2018)				
	Spouse s	M+1	M+2	M+3	M+4
4,586 Employees	4579	3530	2452	1429	651
Total Spouse & Dependent	12,641				

Additional Information on GLA Cover Actual data on staff members plus their salaries will be provided at the contract signing 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) Notification of claims 6 months
- (18) Cancellation (90 days) clause
- (19) Waiver of formal proposal form

GLA and Dependent's Last Expense Claim Experience

CLAIMS EXPERIENCE				
	STAFF GLA		SPOUSE AND DEPENDENTS'S LAST EXPENSE (as at Aug 2020)	
Year	No. of Claims	GLA / CI / PTD and Last Expense Claim Amount Payable Kshs.	No. of Deaths	
			Spouse and Children	Amount Paid (Kshs.)
2015	16	27,836,120	9	990,000
2016	21	37,315,720	21	1,950,000
2017	12	16,576,800	n/a	n/a
2018	7	12,196,040	4	250,000
2019	19	30,37,895	13	1,175,000
2020 *	11	24,388,240	10	975,000

* 2020 figures are as at Aug 2020

LOT B

Policy No. 2. GROUP PERSONAL ACCIDENT

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: 5,914

Annualized Earnings (Basic Salary+ Housing Allowance) (Kshs) 3,545,475,942

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 102 weeks
- (4) Medical expenses - Kshs. 500,000
- (5) Excess– nil

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) Automatic additions / deletions of staff
- (6) 24 hour cover- world wide -
- (7) Disappearance clause – 12 months
- (8) Payment on account
- (9) Motor cycling (500 cc)
- (10) -Hijack clause
- (11) Duty or pleasure
- (12) -Exposure clause
- (13) -Amateur sports and games
- (14) -Continental scale
- (15) Medical Expenses to Include Airfares for overseas treatment, Evacuation costs and artificial appliances
- (16) Assault Extension
- (17) -Trustee clause
- (18) -Hold up or threat of assault
- (19) Earnings defined as Basic Salary and House Allowance
- (20) Age Limit – 18-70
- (21) Mountaineering
- (22) Cancellation Notice 90 Days
- (23) Accidental Discharge of Fire Arms
- (24) Waiver of formal proposal form

Claim Experience

YEAR	NO. OF CLAIMS PAID	CLAIM AMOUNT PAID (Kshs.)	COVER TYPE
2013	37	16,074,073	GPA Only
2014	35	11,304,073	GPA Only
2015	42	9,861,568	GPA Only
2016	33	13,149,897	GPA Only - / WIBA Plus* Effective Nov 2019
2017	19	19,521,913	WIBA Plus

2018	19	21,923,084	WIBA Plus
2019	17	12,427,324	WIBA Plus
2020	1	59,486.71	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: 9

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 – 12 months
- (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 = 5,914

Estimated Annual Earnings = Kshs. 3,545,475,942

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
- (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 -	800,000,000.00
	1,550,000,000.0
Permanent Residential Buildings & Equipment -	0
Office Furniture and Equipment -	100,000,000.00
Workshop Equipment -	15,000,000.00
Water Supply Systems and Generators -	38,000,000.00
	300,000,000.0
Plant, Machinery and Other Contents -	0
Stocks and Materials Including Spares of Any	10,000,000

Description –	
KWS Electric Fences	346,753,858
TOTAL SUM INSURED –	<u>2,813,000,000</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 as at Aug 2020

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	1	993,347

2018	1	Claim pending Documentation
2019	1	348,200
2020	1	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. 215,000,000

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 owner's 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 keeper's 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 - 200,000,000
 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:

ASSET REGISTER	VALUE (Kshs.)
• Light & Portable Scientific, Forensic Lab Equipment and audio visual equipment	55,000,000
• Light & Portable Telecommunication & survey equipment	60,000,000
• iPhone, iPad and other mobile phones	15,000,000
• Laptops, Multimedia Projectors, Cameras, and other Light & Portable office equipment -	60,000,000
• Light & Portable Wildlife Protection Equipment (Night vision Binoculars & Hand held GPS Units, Camera Traps)-	82,000,000
TOTAL SUM INSURED	<u>272,000,000</u>

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 PAYABLE AMOUNT
2013	5	274,141
2014	3	244,627
2017	1	67,899
2018	1	29,500
2019	2	98,000
2020	1	35,000

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 PAYABLE	AMOUNT
2016	1	Claim(s) under documentation	
2017	2	"	
2018	0	n/a	

Policy No. 13: MEDICAL MALPRACTICE INSURANCE

Cover: Indemnity against legal liabilities towards compensation and defense costs in respect to Medical Practitioners and Facilities.

Insured Persons

one level three medical facility at KWS LEA
one clinic at KWSTI
five medical staff (2 Clinical Officers, 2 Nurses, and 1 Lab technician)

Limits of indemnity

Any one Event limit: 2,000,000
Any one period: 2,000,000
Legal defense Costs: 500,000.

LOT D – TENDER WILL BE AWARDED PER POLICY

Policy No.14 **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 outboard 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 Total Number of Passengers to be covered.		170
Total Value of Boats Hulls		17,826,000
Approximate Number of Certified Vessels in the fleet		17 Units
Total Value of Boats Engines		11,137,080,
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
2019	1	141,600

Policy No.15 **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:

Injury to 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) Cancellation clause (90 Days)
- (2) Waiver of formal proposal form

Policy No.16 **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 -

Injury to 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) Cancellation clause (90 Days)
- (2) Waiver of formal proposal form

Policy No.17 **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) Cancellation clause (90 Days)
- (2) Waiver of formal proposal form

Policy No.18. **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) Cancellation clause (90 Days)
- (2) Waiver of formal proposal form

Policy No.19 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) Political and Terrorism risks
- (2) Cancellation clause (90 Days)
- (3) Waiver of formal proposal form

Policy No.20 **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
LIMITS OF LIABILITY	<p>(1) Liability to third Parties, Death or Bodily injury..... Unlimited</p> <p>(2) Third Party Property..... Kshs. 10 million</p> <p>(3) Third party liability, Any one event..... the aggregate amount of indemnity to all persons indemnified</p> <p>(4) Passenger Liability, Per Passenger..... Kshs. 4 million</p> <p>(5) Passenger Liability, Per Event..... the Aggregate (total) amount of indemnity to all the persons indemnified</p>
EXCESS	(1) Own damage & Partial Theft: 2.5% of Sum

	<p>Assured. Min – Kshs 15,000/= Maximum – Kshs 100,000/=</p> <p>(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> <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
EXTENSIVE CLAUSES	<p>(1) Free Valuation Report</p> <p>(2) No Blame No Excess,</p> <p>(3) Free Excess Protector</p> <p>(4) Free Political Violence and Terrorism Risks</p> <p>(5) Adoption of KWS Pre-Approved garages</p> <p>(6) Towing, 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/VHF Kshs.50,000/=</p> <p>(10) Window Glass, Windscreen, Wing Mirrors replacement/reimbursement: Maximum..... Kshs. 100,000.00</p> <p>(11) legal liability to Third parties</p> <p>(12) Liability of passengers (for passengers acts of negligence)</p> <p>(13) Indemnity to legal representatives in case of death of insured</p> <p>(14) Strike, riot and civil commotion extension</p> <p>(15) Indemnity whilst vehicle is in the custody or control of a motor trader</p> <p>(16) Unspecified radio/cassette</p> <p>(17) Replacement parts (accessories and spare parts)</p> <p>(18) All special perils</p> <p>(19) Financier's interest</p> <p>(20) Waiver of formal proposal form</p> <p>(21) Geographical area-East Africa in respect of loss or damage to vehicle</p> <p>(22) Authorized driver</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.21 **MOTOR COMMERCIAL COMPREHENSIVE**

POLICY	Motor Commercial Comprehensive Insurance
PERIOD	Effective Date: TBA
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	(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 (total) amount of indemnity to all the persons indemnified
EXCESS	(1) Own damage 2.5% of loss maximum Kshs.150,000/=

	<ul style="list-style-type: none"> (2) Third party property damage – Kshs. 10,000/= (3) Theft with anti-theft device 5% sum insured maximum kshs.50,000/= (4) Theft without anti-theft device 10% of sum insured maximum kshs.100,000/= (5) Young/inexperienced driver Kshs. 10,000/= (6) Third party personal injuries: NIL
CANCELLATION NOTICE	Ninety (90) Days
EXTENSIVE CLAUSES	<ul style="list-style-type: none"> (1) Free Valuation Report (2) No Blame No Excess, (3) Free Excess Protector (4) Free Political Violence and Terrorism Risks (5) Adoption of KWS Pre- Approved garages (6) Towing, Protection, recovery and removal..... Kshs.100,000/= (7) Repair Authority.....Kshs.100,000/= (8) Medical Expenses..... Kshs.100,000/= Radio Cassette/VHF Kshs.50,000/= (9) Window Glass, Windscreen, Wing Mirrors replacement/reimbursement: Maximum Kshs. 100,000.00 (10) legal liability to Third parties (11) Liability of passengers (for passengers acts of negligence) (12) Indemnity to legal representatives in case of death of insured (13) Strike, riot and civil commotion extension (14) Indemnity whilst vehicle is in the custody or control of a motor trader (15) Unspecified radio/cassette (16) Replacement parts (accessories and spare parts) (17) All special perils (18) Financier's interest (19) Waiver of formal proposal form (20) sabotage and terrorism Extension (21) Geographical area-East Africa in respect of loss or damage to vehicle (22) 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.22 **MOTOR COMMERCIAL (P.S.V.) COMPREHENSIVE**

POLICY	Motor Commercial Comprehensive -PSV
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	(1) Liability to third Parties, Death or Bodily injury..... Unlimited (2) Third Party Property..... Kshs. 10 million (3) Third party liability, any one event..... aggregate amount of indemnity to all persons indemnified

	<p>(4) Passenger Liability, Per Passenger..... Kshs. 4 million</p> <p>(5) Passenger Liability, Per Event..... the Aggregate (total) amount of indemnity to all the persons indemnified</p>
EXCESS	<p>(1) Own damage....2.5% of loss Maximum Kshs.100,000/=</p> <p>(2) Total loss (own damage) 2.5% of loss Maximum Kshs.100,000/=</p> <p>(3) Third party property damage.....10,000/=</p> <p>(4) Theft with anti-theft device.....5 % of loss maximum Kshs.50,000</p> <p>(5) Theft without anti-theft device...10% of loss maximum Kshs.100,000</p> <p>(6) Young/inexperienced driver.....10,000/=</p> <p>(7) Third party personal injuries.....NIL.</p>
CANCELLATION NOTICE	Ninety (90) Days
EXTENSIVE CLAUSES	<p>(1) Free Valuation Report</p> <p>(2) No Blame No Excess,</p> <p>(3) Free Excess Protector</p> <p>(4) Free Political Violence and Terrorism Risks</p> <p>(5) Adoption of KWS Pre-Approved garages</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/VHF Kshs.50,000/=</p> <p>(10) Windscreen/window glass replacement/reimbursement Kshs. 100,000/=</p> <p>(11) legal liability to Third parties</p> <p>(12) Liability of passengers (for passengers acts of negligence)</p> <p>(13) Indemnity to legal representatives in case of death of insured</p> <p>(14) Strike, riot and civil commotion extension</p> <p>(15) Indemnity whilst vehicle is in the custody or control of a motor trader</p> <p>(16) Unspecified radio/cassette</p> <p>(17) Replacement parts (accessories and spare parts)</p> <p>(18) All special perils</p> <p>(19) Financier's interest</p> <p>(20) Protection, recovery and removal after an accident</p> <p>(21) Repair Authority</p> <p>(22) Medical Expenses</p> <p>(23) Towing disabled vehicles</p> <p>(24) Representation and defense</p> <p>(25) Waiver of formal proposal form</p> <p>(26) Personal effects..... Kshs.100,000/</p> <p>(27) sabotage and terrorism Extension</p>

	(28) Geographical area-East Africa in respect of loss or damage to vehicle (29) Legislation (30) Authorized driver (31) 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.23. 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 (total) amount of indemnity to all the persons indemnified.
EXCESS	(1) Own damage 2.5% of claim amount, maximum Kshs.75,000 (2) Total loss (own damage) 2.5% of sum insured, maximum Kshs.50,000 (3) Third party property damage - 10,000/= (4) Theft with anti-theft device -5% of sum insured maximum

	<p>Kshs.50,000</p> <p>(5) Theft without anti-theft device 10% of sum insured, maximum Kshs.50,000</p> <p>(6) Young/inexperienced driver- 10,000/=</p> <p>(7) Third party personal injuries: NIL</p>
CANCELLATION NOTICE	Ninety (90) Days
EXTENSIVE CLAUSES	<p>(1) Free Valuation Report</p> <p>(2) No Blame No Excess,</p> <p>(3) Free Excess Protector</p> <p>(4) Free Political Violence and Terrorism Risks</p> <p>(5) Adoption of KWS Pre-Approved garages</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/VHF Kshs.50,000/=</p> <p>(10) Windscreen/window glass..... Kshs. 100,000/=</p> <p>(11) legal liability to Third parties</p> <p>(12) Liability of passengers (for passengers acts of negligence)</p> <p>(13) Indemnity to legal representatives in case of death of insured</p> <p>(14) Strike, riot and civil commotion extension</p> <p>(15) Indemnity whilst vehicle is in the custody or control of a motor trader</p> <p>(16) Windscreen/window glass damage</p> <p>(17) Unspecified radio/cassette</p> <p>(18) Replacement parts (accessories and spare parts)</p> <p>(19) Financier's interest</p> <p>(20) Representation and defense</p> <p>(21) Waiver of formal proposal form</p> <p>(22) Personal effects..... Kshs.100,000/=</p> <p>(23) sabotage and terrorism Extension</p> <p>(24) Geographical area-East Africa in respect of loss or damage to vehicle</p> <p>(25) Legislation</p> <p>(26) Authorized driver</p> <p>(27) Lock clause</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

Section G: -FINANCIAL PROPOSAL -PRICE SCHEDULE FOR GENERAL AND LIFE SERVICES

Table of Price Schedule for insurance must services to be completed by the bidder and submitted with the tender in the financial proposal.

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

LOT B– TO BE AWARDED PER LOT					
POLICY DESCRIPTION	Premium Rate(S)	Basic Premium	Levies	Gross Premium	Remarks (Policy Deductible/Excess In Percentage / And Minimum In Ksh/USD.)
Policy No. 2. GROUP PERSONAL ACCIDENT					
Policy No. 3. GROUP PERSONAL ACCIDENT (TRUSTEES)					
Policy No. 4. EMPLOYERS LIABILITY (COMMON LAW)					
TOTAL ANNUAL PREMIUM					
Policy No. 5. TRAVEL INSURANCE	Attach Travel Signed Insurance Brochure & Rate table				

Prepared By: _____ Date _____ Signed By _____ Date _____

LOT C- TO BE AWARDED PER LOT					
POLICY DESCRIPTION	Premium Rate(S)	Basic Premium	Levies	Gross Premium	Remarks (Policy Deductible/Excess In Percentage / And Minimum In Kshs/USD.)
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 No.12 : FIDELITY GUARANTEE					
Policy No. 13 MEDICAL MALPRACTICE INSURANCE					
TOTAL ANNUAL PREMIUM					

Prepared By: _____ Date _____ Signed By _____ Date _____

LOT D – TENDER WILL BE AWARDED PER POLICY		
POLICY DESCRIPTION	Premium Rate(S)	Remarks(Policy Deductible/Excess In Percentage / And Minimum

		In Kshs)
Policy No.14 MARINE HULL AND LIABILITY		
Policy No.15 MOTOR PRIVATE (Third party only)		
Policy No.16 MOTOR COMMERCIAL VEHICLES (Third party only)		
Policy No.17 MOTOR COMMERCIAL (P.S.V.) Third Party Only		
Policy No.18. MOTOR COMMERCIAL SPECIAL TYPE (Third Party Only)		
Policy No.19 MOTOR CYCLE INSURANCE (Third Party Only)		
Policy No.20 MOTOR PRIVATE COMPREHENSIVE		
Policy No.21 MOTOR COMMERCIAL COMPREHENSIVE		
Policy No.22 MOTOR COMMERCIAL (P.S.V.) COMPREHENSIVE		
Policy No.23. MOTOR COMMERCIAL (SPECIAL TYPE) COMPREHENSIVE		

Prepared By: _____ Date _____ Signed By _____ Date _____

Instructions on the Price Schedule:

- I. Premium rate **MUST** be indicated.
- II. Attach the recommended Underwriter's signed.

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 providing insurance brokerage service for at least the last Eight (8) years.
ii.	Certificate of registration with the Insurance Regulatory Authority for years 2020, 2018 and 2017- The copies submitted must be certified by the issuing office.
iii.	Current membership certificate from Association of Insurance Brokers of Kenya-For years 2020, 2019 and 2018-. 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 must not be issued by the underwriter recommended for provision of General and Life Insurance under this tender.
v.	Premium turnover- <ul style="list-style-type: none"> a) Non-Motor General Premiums brokered over each of the last Two years (August 2018 – September 2020) must have been at least Kshs. 150 million per year (excluding motor vehicle insurance portfolio and KWS premium). b) Life Premiums brokered in each of the last Two years (August 2018 – September 2020) was at least Kshs. 50 million per year excluding life assurances, pensions and annuity classes.
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 1 st June 2020.
viii.	The Broker must submit a copy of the NSSF compliance certificate current as at the deductions for the month 1 st June 2020.
ix.	Brokers shall also submit as part of the technical proposal, their latest audited and unqualified financial statements for the period 2018 and 2019.

MANDATORY REQUIREMENTS FOR THE BROKER	
x.	The technical bid documents must be accompanied by a bid security of Kshs 500,000 in its original form, in the prescribed form, from a bank incorporated in Kenya.
xi.	The Brokers shall submit a certified copy of CR12 form detailing the shareholding structure of the company.
xii.	The broker shall submit a letter(s) from the recommended underwriter's Principal Officer(s) authorizing the Broker to submit the underwriter's General and/or Group Life Insurance quotation under this tender.
xiii.	Fill and submit Self Declaration that the person/tenderer that the Person/Tenderer is not debarred in the matter of the Public Procurement and Asset Disposal Act 2015 as provided in Form 7, in Section I of the Tender Document.
	Fill and submit Self Declaration that the person/tenderer will not engage in any corrupt or fraudulent practice in the matter of the Public Procurement and Asset Disposal Act 2015 as provided in Form 8, in Section I of the Tender Document.
xiv.	<p>Undertakings by the Broker</p> <p>a) Statement by the 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 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>
xv.	<p>Note:</p> <p>a) 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 recommended Underwriters that they do not have unpaid claims with KWS.</p> <p>b) 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.</p>

B. Underwriters' Mandatory Requirements

Only underwriters recommended 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 BROKER	
i.	Certified copy of certificate of registration under the Companies Act
ii.	Certified copy of Registration with the Insurance Regulatory Authority for year 2020 and underwriting General and/or 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 or accompanied by a letter from the insurance regulatory authority/commissioner of insurance.
iii.	Certified copy of Registration as member of Association of Kenya Insurers for year 2020. The copy must be certified by the office of the regulator of the insurance regulatory authority/commissioner of insurance or accompanied by a letter from the AKI.
iv.	A copy of the current and valid Tax Compliance Certificate from KRA for the recommended underwriter.
v.	Certified copies of latest audited financial statements. The Brokers shall submit copies of the latest audited financial accounts of the recommended Underwriter for the period 2018 and 2019 in their technical proposal.
vi.	Premium turnover:- a) Non-Motor General Premiums written over each of the last Two years (August 2018 – September 2020) must have been at least Kshs. 1.5 billion per year (excluding all motor insurance premium). b) Life Premiums written in each of the last two years (August 2018 – September 2020) was at least Kshs. 700 million per year excluding life assurances, pensions and annuity classes.
vii.	Paid Up Capital - Underwriter recommended by the Broker shall submit documentary evidence indicating that the paid-up capital is at least Kshs. 400 million.
viii.	Note: a) Underwriters 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. b) 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.

Stage Two: Technical Evaluation Criteria

1	Relevant Experience of The Brokerage Firm. (Maximum 11)	Scoring Criteria	Max Points	Total Per Criteria
	i) An outline of firms' experience on provision of General and /or Life brokerage services for the last 8 years.	1 Point for every year of Experience	11	11

2	Nominated staff qualifications and experience (Maximum 17)	Scoring Criteria	Max Points	Total
	i) If, Principal Officer in Team	3	3	17
	ii) Number of Staff Nominated with the required years of experience	1 Point for every Staff	7	
	iii) Number of Staff Nominated with the required qualifications	1 Point for every Staff	7	

3	Broker's General and /or Life Client Current Clients and Numbers (Maximum 26 points)	Scoring Criteria	Max Points	Total
	i) Number of recommendations letters from current clients	1 Point for each compliant recommendation letter	13	26
	ii) Premium value of current clients in recommendation letters	1 Point for every Kshs. 10 Million	13	

4	Scope of Service (Maximum 22 points)	Scoring Criteria	Max Points	Total
	i) Conformity to Scope of Service	0.5 Point for each appropriate service detailed and recommended	10	22
	ii) Value Added Service (VAS) proposed	1 Point for every appropriate VAS proposed	12	

5	Proposed Covers (Maximum 138 points)	Scoring Criteria	Max Points	Total
#1	<p>Policy No. 1. GROUP LIFE ASSURANCE POLICY – Proposed cover- detailed, terms and conditions of covers, completeness;</p> <p><u>Enhancements 1:</u></p> <p>-With Spouse / Dependents Last Expense Minimum Limit of between Kshs. 0- Kshs. 49,999</p> <p>-With Spouse / Dependents Last Expense Minimum Limit of between Kshs. 50,000- Kshs. 74,999</p> <p>-With Spouse / Dependents last Expense Minimum Limit of Kshs. 75,000 or more</p> <p><u>Enhancements 2:</u></p> <p>With Spouse Critical Illness Benefit Minimum Limit of between Kshs. 0 - Kshs. 99,999</p> <p>-With Spouse / Dependents last Expense Minimum Limit of Kshs. 100,000 - Kshs. 199,0000</p> <p>-With Spouse / Dependents last Expense Minimum Limit of Kshs. 200,000 or more</p>	<p>1 Points for Appropriate Cover and Benefits</p> <p>1 Points for appropriate Extensive Clauses</p> <p>6</p> <p>18</p> <p>36</p> <p>6</p> <p>18</p> <p>36</p>	<p>2</p> <p>36</p> <p>36</p>	<p>74</p>
#2	<p>Policy No. 2. GROUP PERSONAL ACCIDENT.</p>	<p>3 Points for Appropriate description of Cover and Benefits</p> <p>3 Points for Appropriate Extensive clauses</p>	<p>6</p>	<p>6</p>
#3	<p>Policy No. 3. GROUP PERSONAL ACCIDENT (TRUSTEES)</p>	<p>1 Points for Appropriate description of Cover and Benefits</p> <p>1 Points for Appropriate</p>	<p>2</p>	<p>2</p>

5	Proposed Covers (Maximum 138 points)	Scoring Criteria	Max Points	Total
		Extensive clauses		
#4	Policy No. 4 EMPLOYERS LIABILITY (COMMON LAW)	2 Points Limits of indemnity: 2 Points for Appropriate Extensive clauses	4	4
#5	Policy No. 5 TRAVEL INSURANCE	2 Points for Appropriate description of Cover and Benefits	2	2
#6	Policy No.6. FIRE AND SPECIAL PERILS	1 Points for Appropriate description of Cover and Benefits 1 Points for Appropriate Extensive clauses	2	2
#7	Policy No. 7 BURGLARY AND HOUSE BREAKING POLICY	2 Points for Appropriate description of Cover and Benefits	2	2
#8	Policy No. 8 MONEY INSURANCE	2 Points for Appropriate description of Cover and Benefits	2	2
#9	Policy No. 9 PUBLIC LIABILITY	1 Points Limits of indemnity: 1 Points for Appropriate Extensive clauses	2	2
#10	Policy No.10 ELECTRONIC POLICY	1 Points for Appropriate description of Cover and Benefits 1 Points for Appropriate Extensive clauses	2	2
#11	Policy No.11: ALL RISKS INSURANCE POLICY	1 Points for Appropriate description of Cover and Benefits 1 Points for Appropriate Extensive clauses	2	2
#12	Policy No.12: FIDELITY GUARANTEE	1 Points Limits of indemnity: 1 Points for	2	2

5	Proposed Covers (Maximum 138 points)	Scoring Criteria	Max Points	Total
		Appropriate Extensive clauses		
#13	Policy No. 13: MEDICAL MALPRACTICE INSURANCE	1 Points Limits of indemnity: 1 Points for appropriate Cover	2	2
#14	Policy No.14 MARINE HULL AND LIABILITY	1 Points Limits of indemnity: 1 Points for Appropriate Extensive clauses 1 Points for Use of the vessels	3	3
#15	Policy No.15 MOTOR PRIVATE (THIRD PARTY ONLY)	1 Points Limits of indemnity: 1 Points for Appropriate Extensive clauses	2	2
#16	Policy No.16 MOTOR COMMERCIAL VEHICLES (THIRD PARTY ONLY)	1 Points Limits of indemnity: 1 Points for Appropriate Extensive clauses	2	2
#17	Policy No.17 MOTOR COMMERCIAL (P.S.V.) THIRD PARTY ONLY	1 Points Limits of indemnity: 1 Points for Appropriate Extensive clauses 1 Points for Appropriate Use vehicles	3	3
#18	Policy No.18 . MOTOR COMMERCIAL (THIRD PARTY ONLY – SPECIAL TYPE)	1 Points Limits of indemnity: 1 Points for Appropriate Extensive clauses	2	2
#19	Policy No.19 MOTOR CYCLE INSURANCE (THIRD PARTY ONLY)	1 Points Limits of indemnity: 1 Points for Appropriate Extensive clauses	2	2
#20	Policy No.20 MOTOR PRIVATE COMPREHENSIVE	1 Point for Appropriate Limits of Liability: 2 Points for Appropriate	5	5

5	Proposed Covers (Maximum 138 points)	Scoring Criteria	Max Points	Total
		Excess Limits 1 Point for Appropriate Cancellation Notice 1 Point for Appropriate Extensive Clauses		
#21	Policy No.21 MOTOR COMMERCIAL COMPREHENSIVE	1 Point for Appropriate Limits of Liability: 2 Points for Appropriate Excess Limits 1 Point for Appropriate Cancellation Notice 1 Point for Appropriate Extensive Clauses	5	5
#22	Policy No.22 MOTOR COMMERCIAL (P.S.V.) COMPREHENSIVE	1 Point for Appropriate Limits of Liability: 2 Points for Appropriate Excess Limits 1 Point for Appropriate Cancellation Notice 1 Point for Appropriate Extensive Clauses	5	5
#23	Policy No.23 . MOTOR COMMERCIAL (SPECIAL TYPE) COMPREHENSIVE	1 Point for Appropriate Limits of Liability: 2 Points for Appropriate Excess Limits 1 Point for Appropriate Cancellation Notice 1 Point for Appropriate Extensive Clauses	5	5

6	Service provision Approach, and Methodology (Maximum 12 points)	Scoring Criteria	Max Points	Total
---	---	------------------	------------	-------

	Bidder's capability to arrange insurance cover for KWS,	6 Points for appropriate demonstration of Underwriting Capability 6 Points for appropriate demonstration of Claims handling Capability	12	12
--	---	---	-----------	-----------

7	Broker's Risk management capacity (Maximum 20 points)	Scoring Criteria	Max Points	Total
	i) Proof broker's previous risk management capacity services offered	2 Point for proof of previous Risk Management Service provided within the last five years for each client	8	20
	ii) Appropriateness of risk management	3 Point for demonstrate on how the project will be approached 6 Point for Identification and inclusion of relevant protocols and standards 3 Point for Project plan with clear dates and deliverables	12	

8	Broker's Information Technology (Maximum 10 points)	Scoring Criteria	Max Points	Total
	i) The Brokers proof of ownership/licensing of suitable information management technology	2 Point for proof of Insurance Management Software	2	10
	ii) Proof of IT Software capability	2 Point for each of demonstrated Function/Modules of the owned/licensed software	8	
9	Broker's Financial stability for the last two years (Maximum 9 points)	Scoring Criteria	Max Points	Total
	i) Calculated Financial Ratios from the brokers Audited Annual Financial statements for 2018	6 Point for calculated Current Ratio above 2:1 for	9	9

	and 2019	each of the two years 3 Point for calculate Current Ratio between 1.5 and 2:1 for each of the two years		
--	----------	---	--	--

10	Underwriter(s) General and /or Life Client Current Clients and Numbers (Maximum 33 points)	Scoring Criteria	Max Points	Total
	i) Number of recommendations letters from current clients	1 Point for each compliant recommendation letter	20	33
	ii) Premium value of current clients in recommendation letters	1 Point for every Kshs. 20 Million from each compliant recommendation letter	13	

10	Underwriter(s) General and /or Life Capital (Maximum 30 points)	Scoring Criteria	Max Points	Total
	i) Amount of Paid Up Capital of the recommended underwriter	3 Point for each Kshs. 100 Million of Paid Up Capital	30	30

Total Points 330

The pass mark for technical evaluation scores will be **75%**. Only bidders that will have attained this pass mark will have their recommended underwriters evaluated and financial proposals opened for commercial evaluation.

Section I - STANDARD TENDER FORMS

Notes on the standard Forms:

1. Confidential Business Questionnaire Form -This form must be completed by the tenderer and submitted in the tender technical proposal.
2. Tender Bid Security Form - When required by the tender document the Tenderer technical proposal shall provide the tender security in the form included hereinafter.
3. SELF DECLARATION THAT THE PERSON/TENDERER IS NOT DEBARRED IN THE MATTER OF THE PUBLIC PROCUREMENT AND ASSET DISPOSAL ACT 2015. Must be completed by the Broker and submitted with the tender technical proposal.
4. SELF DECLARATION THAT THE PERSON/TENDERER WILL NOT ENGAGE IN ANY CORRUPT OR FRAUDULENT PRACTICE. Must be completed by the Broker and submitted with the tender technical proposal.
5. Client Reference Letter –Broker
6. Client Reference Letter –Underwriter
7. Form of Tender- The form of Tender must be completed by the tenderer and submitted in the financial proposal. It must also be duly signed by duly authorized representatives of the tenderer.
8. Performance security Form - The performance security form should not be completed by the tenderer at the time of tender preparation. Only the successful tenderer will be required to provide performance security in the form provided herein or in another form acceptable to the procuring entity.
9. Contract Form - The contract form shall not be completed by the tenderer at the time of submitting the tender. The contract form shall be completed after contract award and should incorporate the accepted contract price.
10. Price Schedule Form – see Section G of the tender document.

FORM 1. CONFIDENTIAL BUSINESS QUESTIONNAIRE: to be filled by Broker only

A: GENERAL INFORMATION:

- 1.1 Business/Company Name:.....
- 1.2 Date of Registration.....
- 1.3 Postal Address Code Town.....
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 2. 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/ Stamp of the bank]

FORM 3. SELF DECLARATION.to be filled by Broker only

SELF DECLARATION THAT THE PERSON/TENDERER IS NOT **DEBARRED** IN THE MATTER OF THE PUBLIC PROCUREMENT AND ASSET DISPOSAL ACT 2015.

I,<<Insert Broker Name>>....., of Post Office Box
..... being a resident of in the Republic of
..... do hereby make a statement as follows:-

1. THAT I am the Company Secretary/ Chief Executive/Managing Director/Principal Officer/Director of

..... (insert name of the Company) who is a Bidder in respect of Tender No. for(insert tender title/description) for(insertname of the Procuring entity)..... and duly authorized and competent to make this statement.

2. THAT the aforesaid Bidder, its Directors and subcontractors have not been debarred from participating in procurement proceeding under Part IV of the Act.

3. THAT what is deponed to herein above is true to the best of my knowledge, information and belief.

.....
(Title) (Signature) (Date)

Bidder Official Stamp

FORM4.SELF DECLARATION.to be filled by Broker only

SELF DECLARATION THAT THE PERSON/TENDERER WILL **NOT ENGAGE** IN ANY CORRUPTOR FRAUDULENT PRACTICE.

I,.....<<Insert Broker Name>>....., of P. O. Box _____ being a resident of _____. in the Republic of _____ do hereby make a statement as follows: -

1. THAT I am the Chief Executive/Managing Director/Principal Officer/Director of _____(insert name of the Company) _____ who is a Bidder in respect of Tender No _____ for _____(insert tender title/description) _____ for _____(insert name of the Procuring entity) _____ and duly authorized and competent to make this statement.

2. THAT the aforesaid Bidder, its servants and/or agents /subcontractors will not engage in any corrupt or fraudulent practice and has not been requested to pay any inducement to any member of the Board, Management, Staff and/or employees and/or agents of _____(insert name of the Procuring entity) _____ which is the procuring entity.

3. THAT the aforesaid Bidder, its servants and/or agents /subcontractors have not offered any inducement to any member of the Board, Management, Staff and/or employees and/or agents of _____(name of the procuring entity)_____.

4. THAT the aforesaid Bidder will not engage /has not engaged in any corrupt practice with other bidders participating in the subject tender.

5. THAT what is deponed to herein above is true to the best of my knowledge information and belief.

(Title)

(Signature)

(Date)

Bidder's Official Stamp

FORM 5. CLIENT REFERENCE LETTER -BROKER

TENDER NO. KWS/OT/ADMIN/07/2020-2021

To: THE DIRECTOR GENERAL

Date __/__/__

KENYA WILDLIFE SERVICE

P.O. BOX 40241-00100, NAIROBI

Dear Sir,

REF: RECOMMENDATION LETTER FOR _____(Broker)_____

This is to confirm that _____(Broker)_____ Of P.O. Box _____ has been our contracted insurance brokers in August 2019 – September 2020.

Past Performance Evaluation Form

Current General and/ Life Premium	
Last Renewal Month Year	
Current Annual General and/ Life Premium underwritten	Kshs
Types of General and/ Life insurance claims recovered in the last 1 years	
Average Turnaround time per claim recovered	
Value Added Service offered by the broker (Training, Valuation, Risk Surveys e.t.c.)	

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 2020

Client's / Company's Official Rubber Stamp

FORM 6. CLIENT REFERENCE LETTER –UNDERWRITER

TENDER NO. KWS/OT/ADMIN /07/2020-2021

**To: THE DIRECTOR GENERAL
WILDLIFE SERVICE
00100, NAIROBI**

Date __/__/____ **KENYA**
P.O. BOX 40241-

Dear Sir,

RE: RECOMMENDATION LETTER FOR _____(underwriter)_ _____

This is to confirm that _____(underwriter)_ _____ Of P.O. Box _____ is our contracted General and/ Life underwriter in August 2019 – September 2020.

Past Performance Evaluation Form

Current Premium for GENERAL AND LIFE Policies Handled in the last 1 year (August 2019 – September 2020)	Kshs _____
Last Renewal Month and Year	
Total General and/ Life Premium Claims Paid by the underwriter in the last 1 year	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

Form 7. 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 AND LIFE 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 8. PERFORMANCE SECURITY .

To: _____ [Name of the Procuring entity]_____

WHEREAS _____ [name of tenderer]_____ (Hereinafter called “the tenderer”) has undertaken, in pursuance of ___Contract No.____ [reference number of the contract] _____ dated _____ 20____ Provision of _____ [Description services] _____.

(Hereinafter called “the contract”)

AND WHEREAS it has been stipulated by you in the said Contract that the tenderer shall furnish you with a bank guarantee by a reputable bank for the sum specified therein as security for compliance with the Tenderer’s performance obligations in accordance with the Contract.

AND WHEREAS we have agreed to give the tenderer a guarantee:

THEREFORE WE hereby affirm that we are Guarantors and responsible to you, on behalf of the tenderer, up to a total of _____ [amount of the guarantee in words and figures] _____, and we undertake to pay you, upon your first written demand declaring the tenderer to be in default under the Contract and without cavil or argument, any sum or sums within the limits of _____ [amount of guarantee] _____ as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

This guarantee is valid until the _____ day of 20_____

Signature and seal of the Guarantors

_____ [name of bank or financial institution]_____

_____ [address] _____

_____ [date] _____

Form 9. CONTRACT FORM

THIS AGREEMENT made the ___ day of ___ 20___ between.....[name of procurement entity] ___ of ___ [country of Procurement entity]___ (hereinafter called "the Procuring entity") of the one part and ___ [name of tenderer]___ of ___ ___ [city and country of tenderer]___ (hereinafter called "the tenderer") of the other part.

WHEREAS the procuring entity invited tenders for certain materials and spares.

Viz_____. [brief description of materials and spares] and has accepted a tender by the tenderer for the Provision of _____ in the sum of _____ [contract price in words and figures]_____

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.

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

- (a) the Tender Form and the Price Schedule submitted by the tenderer;
- (b) the Schedule of Requirements;
- (c) the Technical Specifications;
- (d) the General Conditions of Contract;
- (e) the Special Conditions of Contract; and
- (f) The Procuring entity's Notification of award.

3. In consideration of the payments to be made by the Procuring entity to the tenderer as hereinafter mentioned, the tenderer hereby covenants with the Procuring entity to provide Provision of _____ and to remedy defects therein in conformity in all respects with the provisions of the Contract

4. The Procuring entity hereby covenants to pay the tenderer in consideration of the Provision of _____ and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the contract at the times and in the manner prescribed by the contract.

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

Signed, sealed, delivered by _____ the _____ (for the Procuring entity) Signed, sealed, delivered by _____ the _____ (for the

tenderer) in the presence of _____.